

SELECT BOARD MEETING AGENDA

DATE: 6:00pm Monday, August 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. Public Comment speaking time limited to 3 minutes.

1. **Call to Order - 6:00 pm**
2. **Public Comment**
3. **William Brown – Request to Restore Merged Lots**
Request that the Board grant William Brown's request to restore his lots to their premerger status pursuant to RSA 674:39-aa, Restoration of Involuntarily Merged Lots.
4. **Rachel Deane, Deputy Town Clerk and Sandy Rowe, President for Interware Development – Implementation of Credit Cards and Online Payments**
Review credit card and online payment procedures for motor vehicles, dog licensing and tax payment transactions in the Town Clerk's Office.
5. **Ben Genes, Treasurer; Joanne Clancy, Finance Officer; Julie Glover, Town Administrator – Fund Balance**
Discuss the undesignated fund balance.
6. **Tom Dronsfield, Police Chief and Robin Estee, Administrative Assistant – CALEA Accreditation Process**
7. **Larry Kindberg, Recreation Commission Chairman – Program & Activities Update and Future Recommendations**
Update the Board on Recreation Programs and Activities. Present the Board with recommendations on the following: trash receptacles, pavilion construction at LRP and hiring a part-time Recreation Program Director.
8. **David Cedarholm, Board of Selectmen Chairman – Southeast Watershed Alliance**
Request appointment as the Representative for Lee to the Southeast Watershed Alliance.
9. **Bill Callen, Lee USA Speedway Manager – Driver and Control Training at the Speedway**
Ask the Board's permission to provide training on car control skills for on and off road vehicles through a third party (Absolute Vehicle Control) to military special forces, police and civilian personnel.
10. **Julie Glover, Town Administrator Report**
 - *Update on Veteran's Resort Chapel cases*
 - *NHMA Floor Policies*
 - *Miscellaneous*
11. **Consent Agenda Items - (Individual items may be removed by any Selectman for separate discussion and vote)**

SIGNATURES REQUIRED

Veteran Tax Credit Application
Discretionary Preservation Easement Release Form
PD Oath of Office Form
Vacation Request Form – Rossi
Cellular Phone Applications (2)

INFORMATION ONLY

Response from Conservation Commission re: Durgin Preserve
4th Annual Krempels King of the Road Challenge Charity Bicycle Ride

12. **Acceptance of the BOS Public and Non-Public Meeting Minutes from August 4, 2014.**
13. **Acceptance of the BOS Workshop Minutes from July 14, 2014.**
14. **Acceptance of Manifest #29 and Weeks Payroll Ending August 17, 2014**
15. **Miscellaneous/Unfinished Business**
16. **Adjournment**

Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on August 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: August 18, 2014

Agenda Item No. 3

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
8/18/2014

Agenda Item Title: Request to Restore Involuntarily Merged Lots - Map 13-1-500

Requested By: William Brown 7/28/2014

Contact Information: 90 Mast Rd. 235-4494

Presented By: William Brown

Description: Since 1919, the two “tracts” that comprise this property have been conveyed on one deed. Mr. Brown has owned the property since 1990. As shown on the survey prepared by JPS & Associates for Mr. Brown in 2013, the garage and driveway are located on one of these tracts and the house is on another, and the house and driveway are joined by a walkway that crosses the lot line. In addition, Mr. Brown installed a new septic system in 1998 with a leach field behind the garage and pipes that cross the lot line; and applied for a building permit in 2007 to put an addition on the garage. In both cases, the property was depicted as one lot.

Financial Details: N/A

Legal Authority NH RSA 674:39-aa

Legal Opinion: The Statute was enacted in 2011 to provide an opportunity for property owners to reverse an involuntary merger. The request is submitted to the Board of Selectmen and the burden of proof is on the Town. This can be proven in two ways: if the owner requested it under RSA 674:39-a; or if the lots were merged under the “merger by conduct” doctrine.

“Since the enactment of RSA 674:33-a, the NH Supreme Court has issued two opinions regarding merger by conduct in the context of a request to restore involuntarily merged lots. “[O]wners can effectuate a merger of contiguous, non-conforming lots, independent of any town ordinance, by behavior that results in an abandonment or abolition of the individual lot lines.” *Newbury v. Landrigan*, No. 2012-039 (8/21/13); see also *Roberts v. Windham*, No. 2012-428 (7/16/13). In each of these cases, the property owner requested an unmerger which was denied because the governing body found that the lots had been merged by conduct. When the matter goes before a court, it will look at all of the facts and circumstances to see whether, over all, the owner (current or former) treated the parcels as if they were one. Courts will consider factors such as the description of land contained in the deeds in the chain of title (referring to the land as a single tract or parcel of land), the depiction of the land lines shown on any plans recorded by the current or former owners and whether or not

they indicate that the old lines have been abandoned, and the actual use of the property by the current or former owners as a single lot rather than as separate lots. Examples of actual use indicating that internal boundaries have been abandoned include building structures across lots lines (homes, garages, etc.), building one home with assorted outbuildings across the various lots, plans and building locations calculated with setbacks from the outer boundary of the entire parcel, and placement of driveways across multiple parcels to serve a single home and outbuildings.” New Hampshire Town and City, May/June, 2014 By C. Christine Fillmore, NHMA Staff Attorney

In the case of 90 Mast Road, it appears clear that the conduct of the owners, including Mr. Brown, is such that the property has been treated as one lot.

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to approve William Brown’s request to restore his lots to their premerger status;

OR Denied William Brown’s request to restore his lots to their premerger status;

OR Continue for Further Consideration.

William A. Brown
Mast Road
Lee, NH 03861
603-235-4494

July 21, 2014

Town of Lee Board of Selectmen
Dave Cedarholm
Carole Dennis
Scott Bugbee

B-1-600
3.500

Dear Sirs:

I am writing in regards to RSA 674:39-aa, Restoration of Involuntarily Merged Lots. Please consider this a formal request to restore my lots to their premerger status. I have enclosed a copy of my Deed recorded with the Strafford County Registry of Deeds at Book 1965, Page 0007 for your review. I have spoken with the Building Department on this matter; and it is my understanding that the Town's attorney has had a chance to review the deed. On the recommendation of the Building Department I applied for and have received permission from NHDOT for an additional driveway entrance onto the second lot. I would like the opportunity to meet with you and discuss what I propose. In talking with the building department I understand the next meeting on which I could be put on the agenda is August 4. Please review this and let me know if I need to do anything in addition to this letter to be put on the agenda.

I will look forward to your response on this matter.

Sincerely,



William Brown

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JUL 21 2014
TOWN OF LEE, NH
SELECTMAN'S OFFICE

Exhibit A - Property Description

Closing date: 07/06/01
Borrower(s): William A. Brown
Property Address: 90 Mast Road, Lee, New Hampshire 03824

A certain tract of land with the buildings thereon situated in the Town of Lee, Strafford county, State of New Hampshire, on e southerly side of Mast Road, so called, bounded and described as follows: NORTHERLY by the Mast Road aforesaid, WESTERLY by land now or formerly of Cyrus Cummings, SOUTHERLY and EASTERLY by land now or formerly of George P. James. Containing two acres, more or less.

also a certain other tract of land, with any buildings thereon, situated in said Town of Lee, bounded and described as follows: COMMENCING at a stone set in the ground on the southerly side of the Mast Road, so called, leading from the Hale corner, so called, to Lee Hill at the Northeasterly corner of said tract and running South 4° West about 308 feet to a stone set in the ground; thence North 89° West 433 feet 10 inches to a stone set in the ground; thence North 12 7/8° East 130 feet to the southeasterly corner of land now or formerly of Cyrus Cummings' field at the southwesterly corner of land now or formerly of Charlotte M. Howard; thence South 82 1/2° East 356 feet by land of said Howard; thence North 8 1/2° East 228 Feet 6 inches by Howard land to said Mast Road, so called; thence south 84 3/4° East by said road 42 feet to the point begun at. Containing 1.284 acres, more or less.

For Title reference see Deed recorded with the Strafford County Registry of Deeds at Book 1965, Page 0007.

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SELECTMAN'S OFFICE

OWNER INFORMATION			SALES HISTORY					PICTURE
BROWN, WILLIAM A. 90 MAST ROAD LEE, NH 03861-6518			Date	Book	Page	Type	Price	Grantor
			11/07/1997	1965	007	U 1 38		BROWN, DAVID
			06/28/1995	1809	194	U 1 38		BROWN, STEPHANIE
			12/13/1993	1716	249	U 1 38		BROWN, WM. & DAVID
			04/30/1990	1504	0147	U 1 27	141,500	BUCAR, IVAN & DONNA
LISTING HISTORY			NOTES					
10/10/12	JQ	1/4 R- @ DOOR	GRAY/BLUE; DNPU HOT-TUB ATT TO DEK 8X8; LTO 11X8 ATT WD SHED 11X10; PER LL: NEEDS NEW SDNG & ROOF; MANY WNDWS SNGL PANE; PARTIAL INSUL; 3 BDRMS; CRL SPACE;SOME UNFIN SIDING; ADDTN TO GARAGE 100%. 10/12- CORRECT SKETCH, FEATURES. EXT= GOOD. 05-14 ADJ SITE PER PLAN 107-22					
04/07/08	RDPD							
05/01/07	BHPM							
02/03/06	DSPR							
03/18/05	DSPM							
08/15/02	TMRM							
07/18/87	KLB							

EXTRA FEATURES VALUATION								MUNICIPAL SOFTWARE BY AVITAR			
Feature Type	Units	Lngh x Width	Size Adj	Rate	Cond	Market Value	Notes	LEE ASSESSING OFFICE			
FIREPLACE 1-STAND	2		100	3,000.00	100	6,000					
GARAGE-1 STY/BSMT	864	36 x 24	79	32.00	50	10,921					
SHED-WOOD	110	11 x 10	205	7.00	50	789	W/ ELECTRICITY				
GARAGE-1 STY	672	28 x 24	84	23.00	100	12,983					
LEAN-TO	88	11 x 8	242	4.00	50	426	@ SHED				
						31,100					
PARCEL TOTAL TAXABLE VALUE								Year	Building	Features	Land
								2012	\$ 184,800	\$ 30,300	\$ 96,300
								Parcel Total: \$ 311,400			
								2013	\$ 194,100	\$ 31,100	\$ 96,300
								Parcel Total: \$ 321,500			
								2014	\$ 194,100	\$ 31,100	\$ 94,200
								Parcel Total: \$ 319,400			

LAND VALUATION																	
Zone: RES				Minimum Acreage: 1.95				Minimum Frontage: 250				Site:		Driveway:		Road:	
Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Tax Value	Notes			
1F RES	1.950 ac	80,000	F	110	100	100	100		100	88,000	0	N	88,000				
1F RES	1.550 ac	x 4,000	X	100					100	6,200	0	N	6,200				
										3.500 ac			94,200	94,200			

PICTURE



OWNER

BROWN, WILLIAM A.

90 MAST ROAD

LEE, NH 03861-6518

TAXABLE DISTRICTS

District	Percentage

BUILDING DETAILS

Model: **2 STORY FRAME COLONIAL**
 Roof: **GABLE OR HIP/ASPHALT**
 Ext: **WOOD SHINGLE/CEDAR/REDWD**
 Int: **PLASTERED**
 Floor: **CARPET/PINE/SOFT WD**
 Heat: **OIL/HOT WATER**

Bedrooms: **3** Baths: **2.0** Fixtures: **6**
 Extra Kitchens: Fireplaces:
 A/C: **No** Generators:
 Quality: **A3 AVG+30**
 Com. Wall:
 Size Adj: **0.9485** Base Rate: **RSA 75.00**
 Bldg. Rate: **1.1842**
 Sq. Foot Cost: **\$ 88.82**

PERMITS

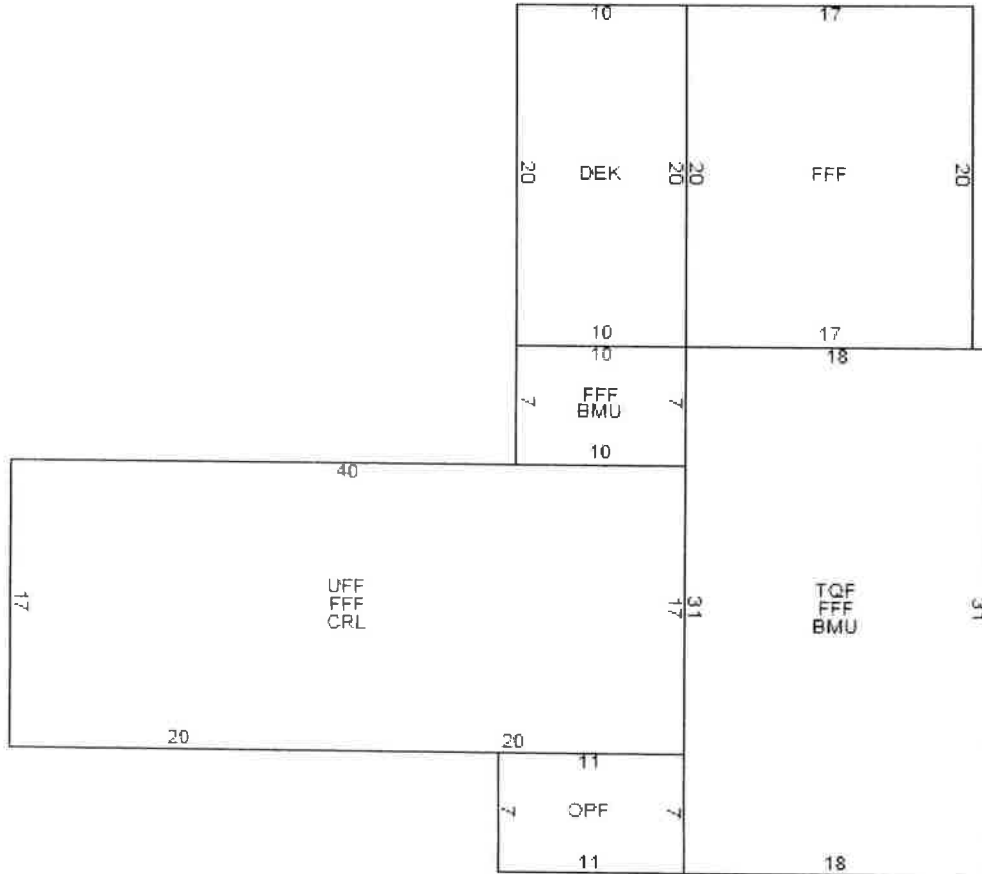
Date	Project ID	Permit Type	Notes
09/05/07	683	OUTBUILDING	ADDITION TO GARAGE
06/07/06	532	REMODEL	CONVERT 3 SEASON ROO
10/11/04	125	ALTERATION	

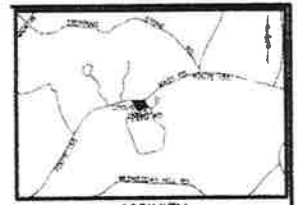
BUILDING SUB AREA DETAILS

ID	Description	Area	Adj.	Effect.
DEK	DECK/ENTRANCE	200	0.10	20
UFF	UPPER FLR FIN	680	1.00	680
FFF	FST FLR FIN	1648	1.00	1648
CRL	CRAWL SPACE	680	0.05	34
OPF	OPEN PORCH FIN	77	0.25	19
TQF	3/4 STRY FIN	558	0.75	419
BMU	BSMNT	628	0.15	94
		4,471		2,914

2011 BASE YEAR BUILDING VALUATION

Market Cost New: **\$ 258,821**
 Year Built: **1850**
 Condition For Age: **GOOD 25 %**
 Physical:
 Functional:
 Economic:
 Temporary:
 Total Depreciation: **25 %**
 Building Value: **\$ 194,100**





VICINITY
NOT TO SCALE

LEGEND

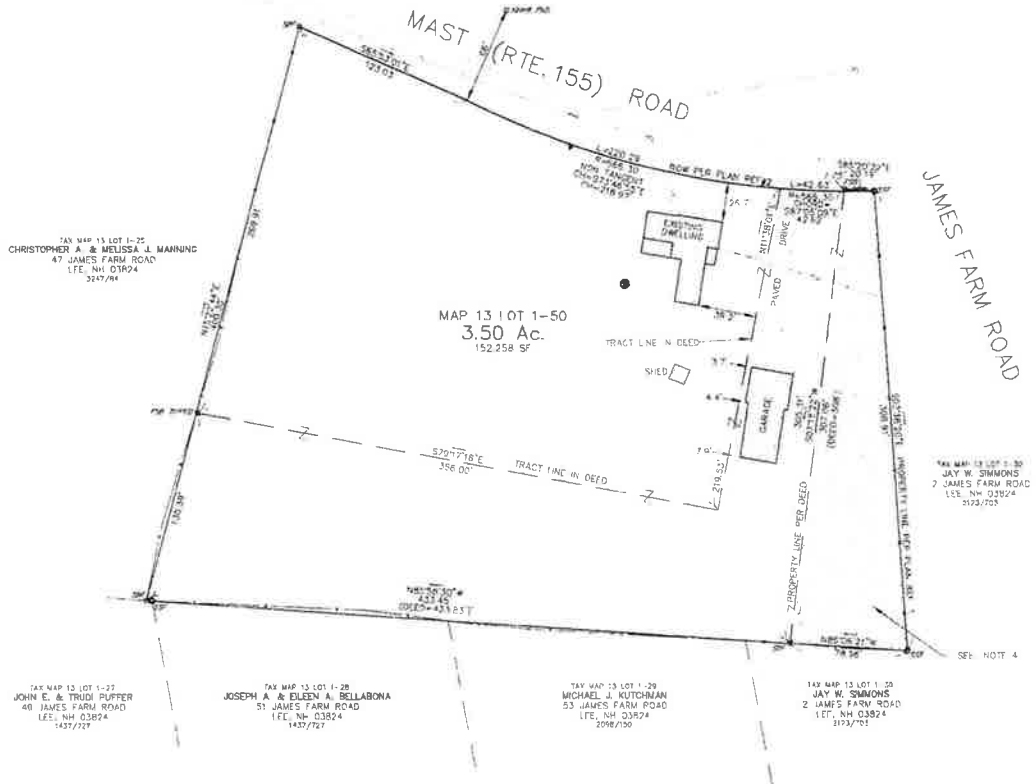
- STEEL STAKE FOUND
- STONE BOUND FOUND
- FIELD STONE BOUND FOUND
- UTILITY POLE
- CUY WIRE
- EDGE OF PAVEMENT
- OVERHEAD UTILITIES
- WELL
- OLD WIRE FENCE

PLAN REFERENCE

1. FINAL PLAN WALTER W. CHENEY, INC. THE JAMES FARM LEE NEW HAMPSHIRE SCALE 1"=100', DATED DEC. 1973, PREPARED BY G.L. DAVIS & ASSOCIATES, INC. RECORDED AS S.C.P.D. PLAN NO. 98, POCKET 11 FOLDER 3
2. LEE RETIREMENT PROJECT 5-1440 ROUTE 155 PLOTTED BY STAPLES AND HOGAN DEC. 3 AND 8, 1969 BOOK NO. 7117, FOUND AT 18" DEPTH OF TRANSPORTATION IN CONCORD, N.H.

NOTES:

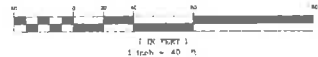
1. THE PURPOSE OF THIS PLAN IS TO SHOW THE BOUNDARY FOR TAX MAP 13 LOT 1-50. SEE S.C.P.D. BOOK 1965 PAGE D7. THE PLAN SHOWS THE PROPERTY LINES AS DESCRIBED BY DEED. THE TOWN ASSESSES ALL DEED TRACTS AS ONE CONSOLIDATED LOT BY TAX MAP 13 LOT 1-50.
2. TOTAL AREA OF LOT 1-50 = 3.50 ACRES
3. THE INFORMATION SHOWN HEREON IS FROM A FIELD SURVEY PERFORMED BY THIS OFFICE DURING NOVEMBER, 2013.
4. SEE DEED FROM WALTER W. CHENEY TO WILLIAM A. BROWN DATED MARCH 03, 2014 AND RECORDED WITH THIS PLAN, CONVEYING HIS INTEREST INTO A CORE OF LAND WHICH HAS BEEN ASSESSED BY THE TOWN TO WILLIAM A. BROWN AND PREDECESSORS KNOWN AS TAX MAP 13 LOT 1-50.



BOUNDARY PLAN OF LAND

TAX MAP 13 LOT 1-50
90 MAST ROAD
LEE, N.H.

PREPARED FOR / OWNED BY
WILLIAM A. BROWN
90 MAST ROAD, LEE, NH
S.C.P.D. BOOK 1965 / PAGE 07
DATE: JANUARY 01, 2014
SCALE: 1" = 40'
GRAPHIC SCALE



JPS & ASSOCIATES
SURVEYING & SEPTIC DESIGN
4 OLD HILL ROAD, STEVENAGE, NEW HAMPSHIRE 03277
PH: (603) 885-3596

"I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN. THIS PLAN IS THE RESULT OF AN ACTUAL FIELD SURVEY MADE ON THE GROUND DURING NOVEMBER 2013, AND HAS A MAXIMUM ERROR OF CLOSURE OF ONE PART IN TEN THOUSAND ON ALL PROPERTY LINES WITHIN AND BORDERING THE WILKINSON PROPERTY."

James P. Smith
JAMES P. SMITH
DATE



PLAN REVISIONS:			
REV.	DATE	REVISION	NAME
A	04/30/2014	NOTE 4	JPS

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that **Walter W. Cheney**, individually and on behalf of **Walter W. Cheney, Inc.** of 575 Bay Road, Durham, County of Rockingham, State of New Hampshire,

FOR CONSIDERATION PAID, GRANT TO **William A. Brown**, a single person, of 90 Mast Road, Lee, County of Strafford, State of New Hampshire,

WITH QUITCLAIM COVENANTS, the following described premises:

A certain parcel of land, located in the Town of Lee, County of Strafford, State of New Hampshire, and situated on the southerly side of Mast Road (NH Route 155) and depicted as a 0.35 acre lot on a Plan of Land entitled, "Boundary Plan of Land, Tax Map 13, Lot 1-50," prepared for William A. Brown by J.P.S and Associates of Raymond, New Hampshire, dated ~~December 1, 2013~~^{*}, and recorded at the Strafford County Registry of Deeds as Plan 107-22, bounded and described as follows:

Beginning at a stone bound located on the southerly side of Mast Road, said stone bound marking the northwesterly corner of the herein described premises; thence turning and running South 85° 20' 32" East twenty and nineteen hundredths (20.19') feet to a stone bound at land now or formerly of Simmons; thence turning and running by land of Simmons and the remains of a barbed wire fence South 03° 38' 20" East three hundred eight and ninety-one hundredths (308.91') feet to a stone bound; thence turning and running by land of Simmons North 86° 06' 21" West seventy-eight and ninety-six hundredths (78.96') feet to a stone bound; thence turning and running North 07° 18' 22" East three hundred five and thirty-one hundredths (305.31') feet to the point of the beginning.


This is a non-contractual transfer without consideration to confirm title in the above parcel. The purpose of this deed is to convey whatever title may have remained in Walter W. Cheney, Inc. to the above-described premises and Walter W. Cheney signs as former officer and former stockholder.

Grantors' source of title, if any, is deed of Robert W. Woodhead and Marieta B. Woodhead, dated February 7, 1974, recorded at Book 941, Page 102 of the Strafford County Registry of Deeds.

* January 1, 2014

This is not homestead property of the grantor or his spouse.

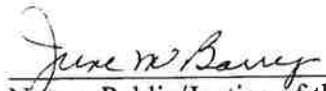
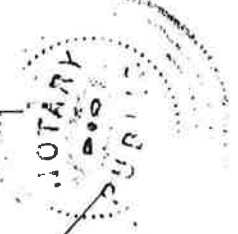
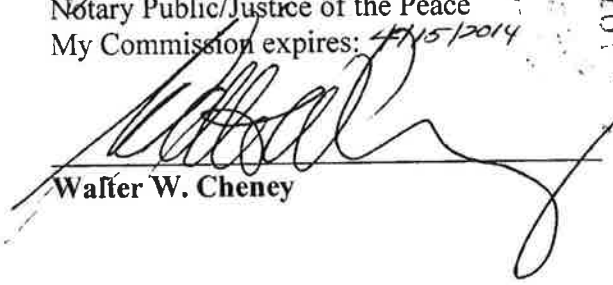
WITNESS my hand this 3rd day of March, 2014.


Walter W. Cheney, Inc
By: FORMER PRESIDENT

STATE OF NH
COUNTY OF ROCKINGHAM

On this 3rd day of March, 2014, personally appeared Walter W Cheney Former President, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

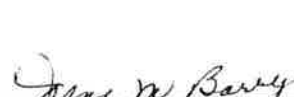

Before me,


Notary Public/Justice of the Peace
My Commission expires: 4/15/2014


Walter W. Cheney

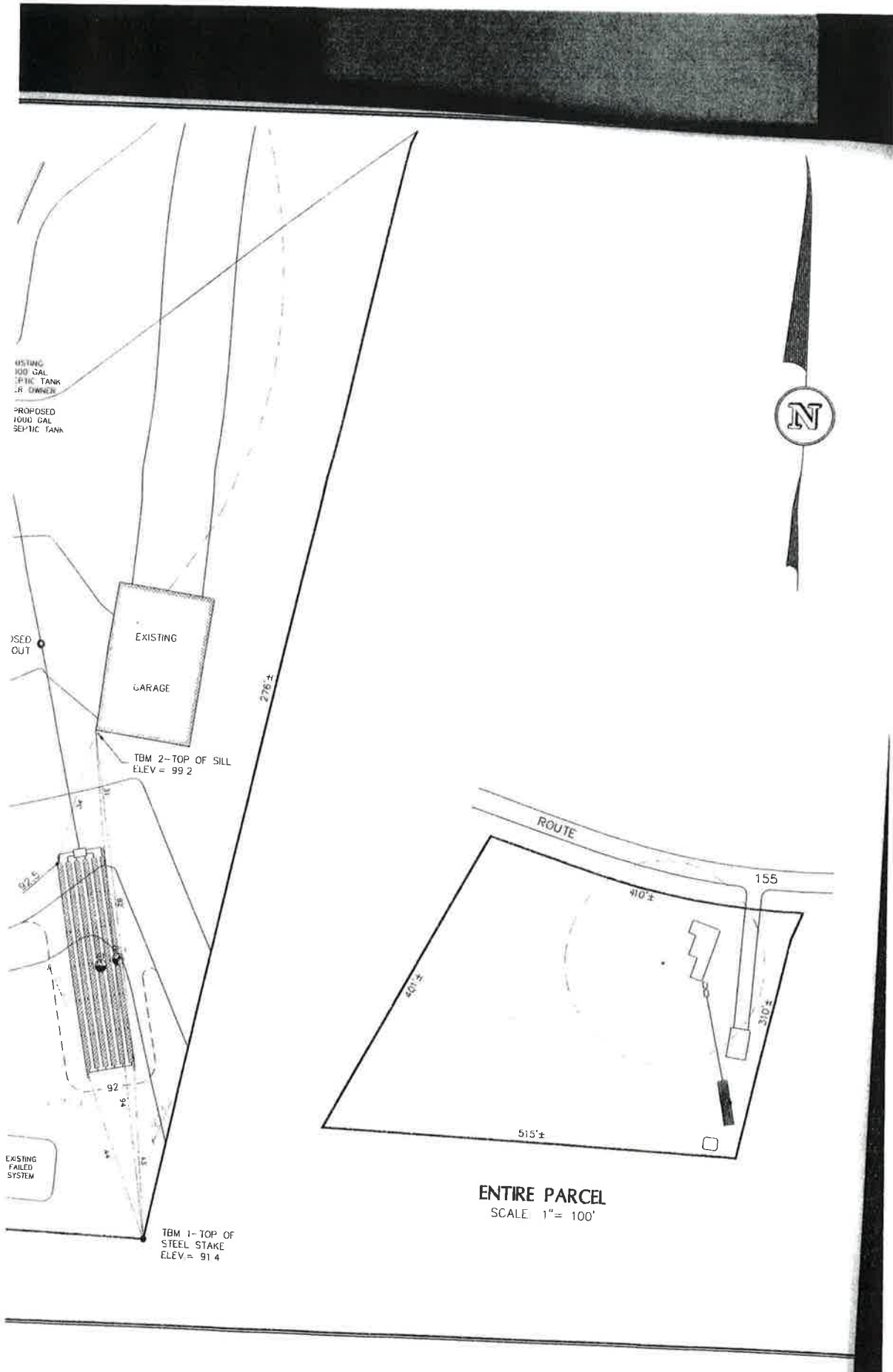
STATE OF NH
COUNTY OF ROCKINGHAM

On this 3rd day of March, 2014, personally appeared Walter W. Cheney, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

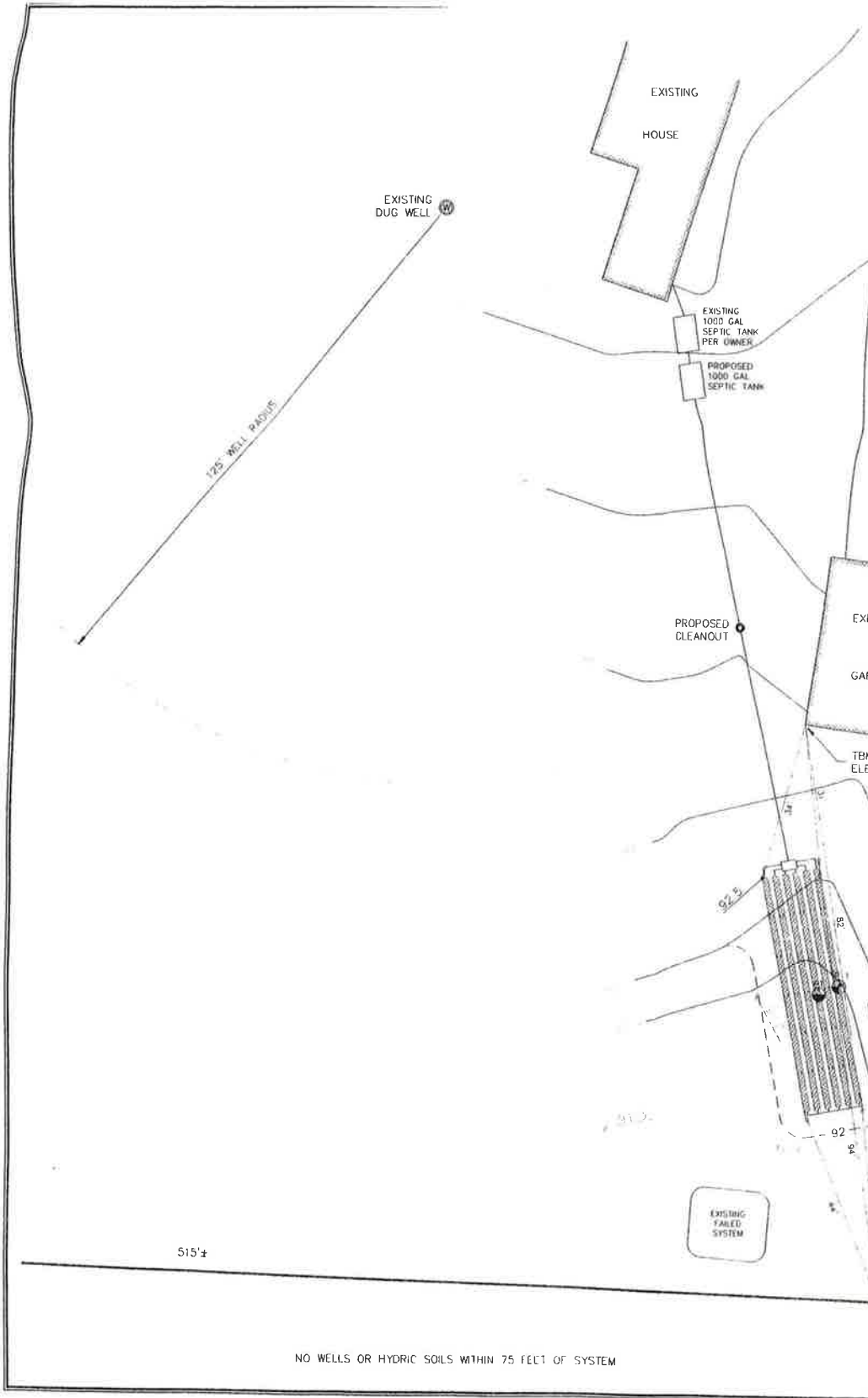
Before me,


Notary Public/Justice of the Peace
My Commission expires: 4/15/14


Atlantic Survey Septic Design June 1998



Atlantic Survey
Septic Design
June 1998



APPLICATION FOR BUILDING PERMIT
TOWN OF LEE, NEW HAMPSHIRE

Date Filed: 9/9/07

Tax Map #: 13-01-5000

Permit #: Fy 0708-21

Application shall be required for a permit to build, alter or repair structures, septic systems, electric or plumbing work, pools, wells, paving or other major site improvements and demolition of buildings.

- Type of Permit:
- | | |
|---|---|
| <input type="checkbox"/> Above ground pool | <input type="checkbox"/> In-Law Apartment |
| <input checked="" type="checkbox"/> Addition <u>TO GARAGE</u> | <input type="checkbox"/> Leachfield |
| <input type="checkbox"/> Commercial | <input type="checkbox"/> Mobil Home |
| <input type="checkbox"/> Commercial Addition | <input type="checkbox"/> Modular Home |
| <input type="checkbox"/> Commercial Remodel | <input type="checkbox"/> Multi-family |
| <input type="checkbox"/> Deck | <input type="checkbox"/> New Home |
| <input type="checkbox"/> Demolition | <input type="checkbox"/> New Home w/ Garage |
| <input type="checkbox"/> Duplex | <input type="checkbox"/> Out Building |
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Paving |
| <input type="checkbox"/> Garage | <input type="checkbox"/> Plumbing |
| <input type="checkbox"/> Inground Pool | <input type="checkbox"/> Remodel |
| | <input type="checkbox"/> Well |

Size of new construction in sq. ft.: _____ Number of Bedrooms in New Homes: _____
Existing Building on lot used for: Residential Commercial

Name of Owner: WILLIAM BROWN
Corporation or Trust: _____
Address: 90 MAST ROAD City: LEE State: NH Zip 03861
Telephone # (H): 659-6978 (W) 235-4494
Project Street Address (if different): _____

Contractor: same Address: _____
Telephone #: _____ Pager/ Mobile Phone #: _____

Foundation Contractor: TOM MCCAUSTON Address: FREMONT, NH. Phone: 701-2308

Masonry Contractor: _____ Address: _____ Phone: _____

Plumbing Contractor: _____
Address: _____ Phone: _____ Lic.#: _____

Electrical Contractor: _____
Address: _____ Phone: _____ Lic. #: _____

Inspections shall be required for the following and it will be the responsibility of the General Contractor, Contractor, Sub-Contractor or the Owner to notify Code Enforcement Officer for inspections at 659-6783:

1. Foundation
2. Framing
3. Electrical Rough-In
4. Plumbing Rough-In
5. Final Occupancy; permit issued where applicable
6. Septic System prior to covering after installation

Permit Issue Date: 9/4/07

Estimated Cost of Construction: 15,000 Fee: \$59 -

Permit Fees are based on the following: Estimated cost of the given project including labor. If in the case of a do-it-yourself project a fair and reasonable estimate must be included. Fees are based on \$20.00 for the first \$2,000.00 of estimated cost of construction and \$3.00 per \$1,000.00 there-after.

This application must be accompanied by drawings or statements sufficient to show that proposed work will conform with all applicable codes and ordinances and/or other material necessary for the Code Enforcement Officer to make a decision as to compliance with applicable ordinances and regulations.

The undersigned hereby assumes the responsibility that the proposed work will conform with all applicable laws, ordinances and regulations and that he/she will notify the code Enforcement Officer when work is ready for each required inspection and that a certificate of occupancy, if required, will be obtained prior to occupying or using the premises or building.

Signature of Owner: _____

Signature of Applicant: [Signature]

*** I hereby certify that the building site is is not (check one) located in a "Special Flood Hazard Area" as designated by the Federal Emergency Management Agency and its flood insurance rate maps.

Signature of Owner: [Signature]

This permit is subject to compliance with all applicable State and Local Laws, Regulations and Ordinances.

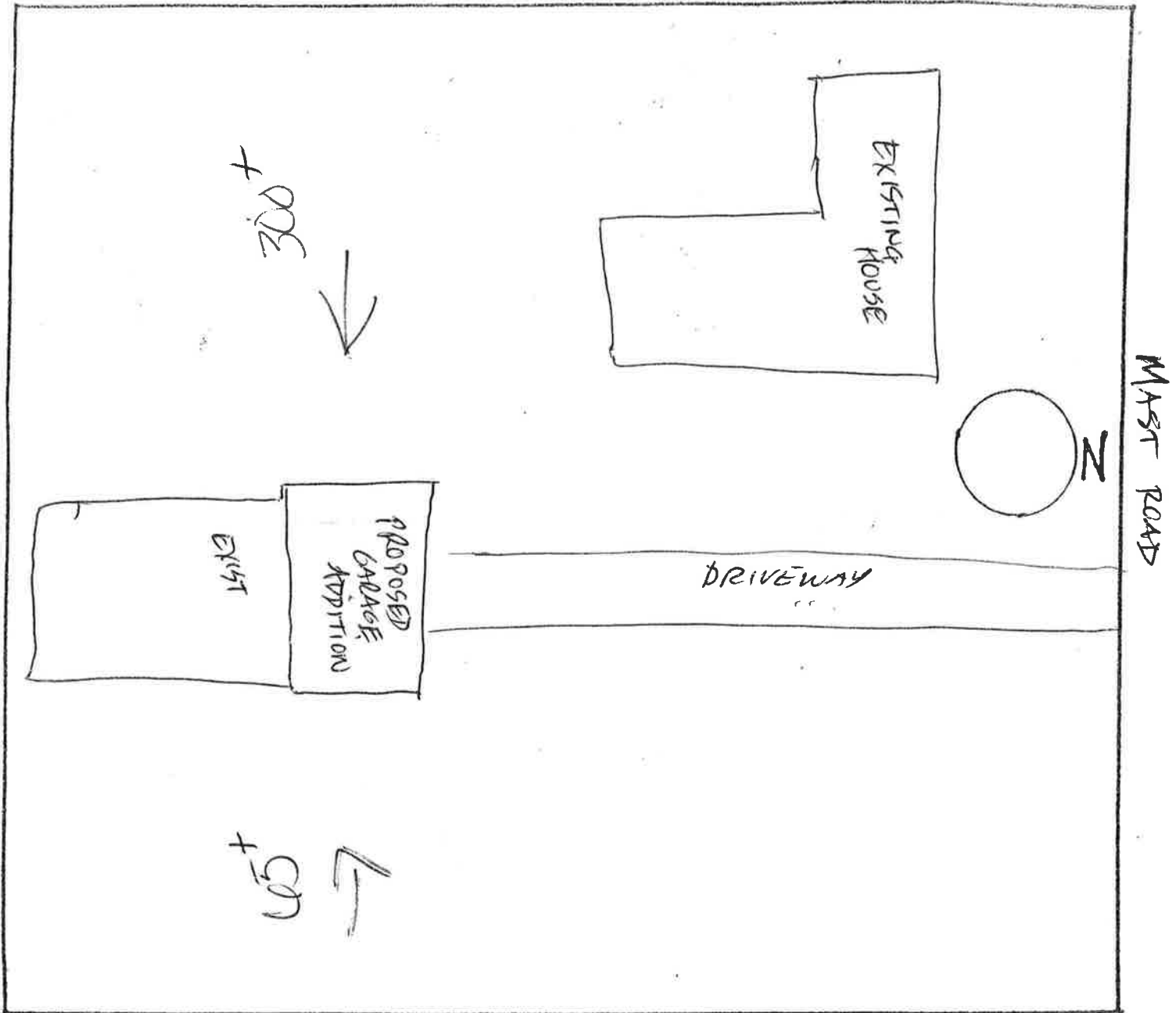
Comments/Other Information: _____

Date of Approval: 9/4/07

Approved by: [Signature]
Code Enforcement Officer

Lee Building Regulations are available at the Lee Town Offices along with Zoning, Site Plan and Subdivision Regulations.

SITE OR PLOT PLAN



JAMES FARM

Tax Map 13 Lot No. 61-5020

I hereby certify that the above site plan is accurate to the best of my knowledge.

William J. [Signature]
Owner's Signature

9/4/07
Date

TAX MAP # 13-01-5000

TOWN OF LEE

New Hampshire

BUILDING PERMIT

PERMIT NO. F40708-21

DATE 9/4/07

This Certifies That William Brown
NAME OF OWNER ADDRESS OF OWNER

has permission to build-alter a garage 24' x 26'
TYPE OF BUILDING AND USE

at 90 Mast Rd, Lee NH 03804
ADDRESS WHERE WORK IS TO BE DONE

Alan Denny
BUILDING INSPECTOR

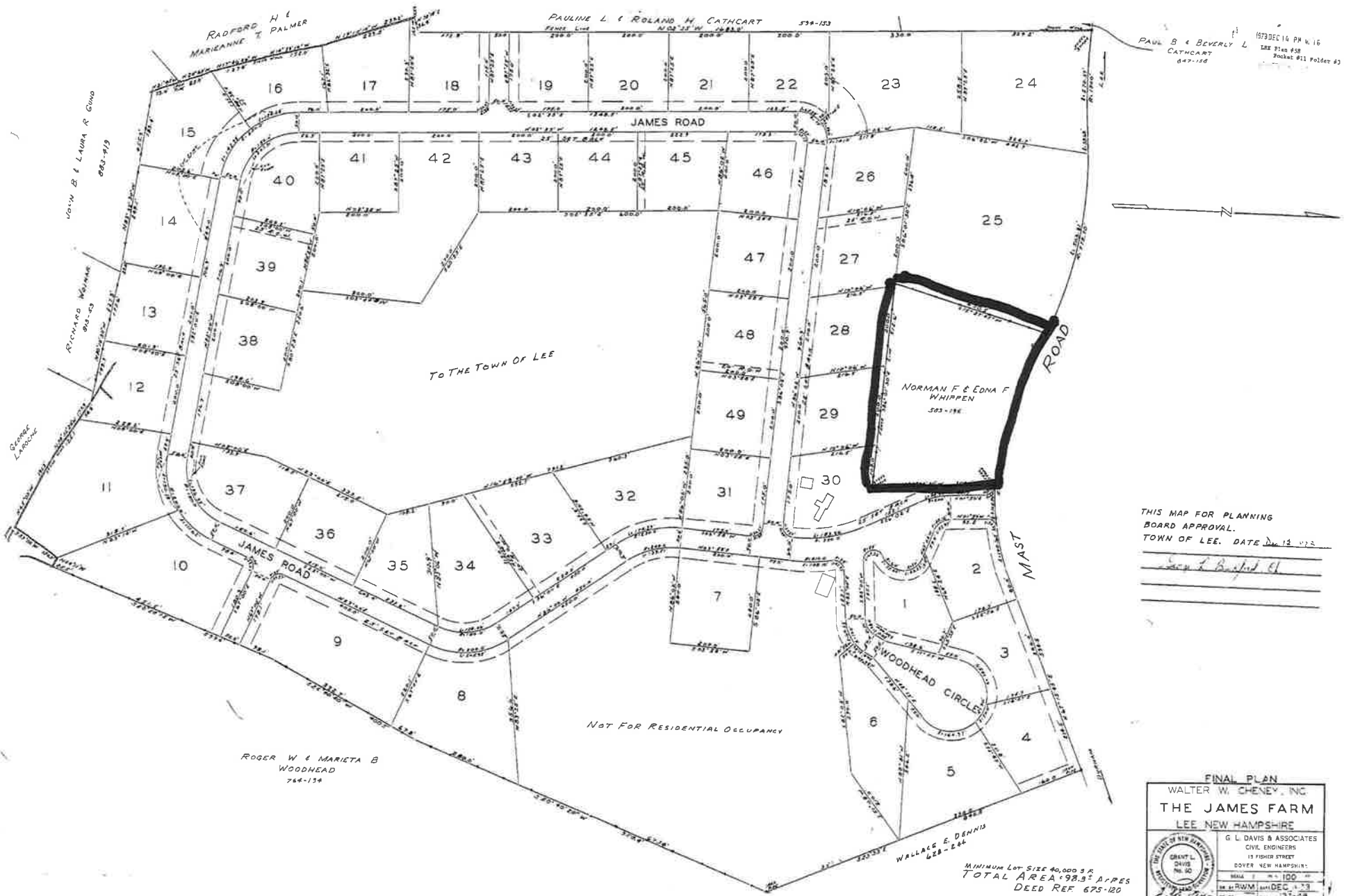
Note: Setbacks are the responsibility of the owner.

Inspections shall be required for the following and it will be the responsibility of the General Contractor, Contractor or Sub-Contractor or the Owner to notify Code Enforcement Officer for inspections at 659-6783:

- Foundation
- Framing
- Electrical Rough-In
- Plumbing Rough-In
- Final Occupancy; permit issued where applicable. _____ Date: _____
- Septic System prior to covering after installation

This permit is issued subject to applicable ordinances, and is void if work is not begun within 6 months of the above date.
This permit does not give the right to occupy or obstruct the street or sidewalk, or to connect to the sewer.

THIS CARD MUST BE CONSPICUOUSLY POSTED AT THE FRONT OF THE PREMISE AND MUST NOT BE REMOVED UNTIL THE COMPLETED WORK HAS BEEN INSPECTED BY THE BUILDING INSPECTOR.



1973 DEC 14 PM 4 16
 TAX 214 458
 Pocket #11 Folder #3

THIS MAP FOR PLANNING
 BOARD APPROVAL.
 TOWN OF LEE, DATE Dec 13 1973

Greg L. Burford, Jr.

FINAL PLAN
 WALTER W. CHENEY, INC.
THE JAMES FARM
 LEE, NEW HAMPSHIRE

G. L. DAVIS & ASSOCIATES
 CIVIL ENGINEERS
 15 POND STREET
 DOVER, NEW HAMPSHIRE

MINIMUM LOT SIZE 40,000 S.F.
 TOTAL AREA 198.32 ACRES
 DEED REF 675-120

	SCALE: 1" = 100' DRAWN BY: RWJ DATE: DEC 13 1973
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TITLE LXIV PLANNING AND ZONING

CHAPTER 674 LOCAL LAND USE PLANNING AND REGULATORY POWERS

Regulation of Subdivision of Land

Section 674:39-aa

674:39-aa Restoration of Involuntarily Merged Lots. –

I. In this section:

(a) "Involuntary merger" and "involuntarily merged" mean lots merged by municipal action for zoning, assessing, or taxation purposes without the consent of the owner.

(b) "Owner" means the person or entity that holds legal title to the lots in question, even if such person or entity did not hold legal title at the time of the involuntary merger.

(c) "Voluntary merger" and "voluntarily merged" mean a merger under RSA 674:39-a, or any overt action or conduct that indicates an owner regarded said lots as merged such as, but not limited to, abandoning a lot line.

II. Lots or parcels that were involuntarily merged prior to September 18, 2010 by a city, town, county, village district, or any other municipality, shall at the request of the owner, be restored to their premerger status and all zoning and tax maps shall be updated to identify the premerger boundaries of said lots or parcels as recorded at the appropriate registry of deeds, provided:

(a) The request is submitted to the governing body prior to December 31, 2016.

(b) No owner in the chain of title voluntarily merged his or her lots. If any owner in the chain of title voluntarily merged his or her lots, then all subsequent owners shall be estopped from requesting restoration. The municipality shall have the burden of proof to show that any previous owner voluntarily merged his or her lots.

III. All decisions of the governing body may be appealed in accordance with the provisions of RSA 676.

IV. Any municipality may adopt local ordinances, including ordinances enacted prior to the effective date of this section, to restore previously merged properties that are less restrictive than the provisions in paragraph I and II.

V. The restoration of the lots to their premerger status shall not be deemed to cure any non-conformity with existing local land use ordinances.

VI. Municipalities shall post a notice informing residents that any involuntarily merged lots may be restored to premerger status upon the owner's request. Such notice shall be posted in a public place no later than January 1, 2012 and shall remain posted through December 31, 2016. Each municipality shall also publish the same or similar notice in its 2011 through 2015 annual reports.

Source. 2011, 206:4, eff. July 24, 2011.

NOTICE: This opinion is subject to motions for rehearing under Rule 22 as well as formal revision before publication in the New Hampshire Reports. Readers are requested to notify the Reporter, Supreme Court of New Hampshire, One Charles Doe Drive, Concord, New Hampshire 03301, of any editorial errors in order that corrections may be made before the opinion goes to press. Errors may be reported by E-mail at the following address: reporter@courts.state.nh.us. Opinions are available on the Internet by 9:00 a.m. on the morning of their release. The direct address of the court's home page is: <http://www.courts.state.nh.us/supreme>.

THE SUPREME COURT OF NEW HAMPSHIRE

Merrimack
No. 2012-039

TOWN OF NEWBURY

v.

STEVEN P. LANDRIGAN & a.

Argued: April 11, 2013
Opinion Issued: August 21, 2013

Upton & Hatfield, LLP, of Concord (Barton L. Mayer on the brief and orally), for the petitioner.

D'Amante, Couser, Pellerin, & Associates, P.A., of Concord (Bruce J. Marshall on the brief and orally), for the respondents.

BASSETT, J. The respondents, Steven and Philomena Landrigan, appeal an order of the Superior Court (McNamara, J.) finding that they unlawfully subdivided their property and granting the request of the petitioner, the Town of Newbury (Town), for injunctive relief and the imposition of a \$2,000 fine. See RSA 674:35 (2008) (amended 2012); RSA 676:15 (2008); RSA 676:16 (2008). The respondents argue that the trial court erred in finding that their conduct and that of their predecessors had merged two non-conforming parcels into a single lot. We affirm.

The trial court found, or the record supports, the following facts. In 1935, the Town deeded two contiguous lots, known as lot 3 and lot 4, to a private party (the original owner). Thereafter, the Town also deeded to the original owner four small “cottage lots” adjacent to lots 3 and 4.

In 1961, the original owner recorded a plan depicting lots 3, 4 and the cottage lots. The plan identifies boundary lines separating the “cottage lots”; however, it does not show an internal boundary line between lots 3 and 4. In 1972, the original owner deeded the southern portion of lot 4 to an abutter. In 1973, the Town deeded to the original owner an adjacent triangular parcel of land. Around this time, the Town began assessing lot 3, the remaining portion of lot 4, the “cottage lots,” and the triangular parcel of land as a single lot (the property).

Subsequently, the property was transferred by deed three times. Each deed contained an identical metes and bounds description that encompassed the remaining portion of lot 4, lot 3, the four “cottage lots,” and the triangular parcel. The property description did not refer to any internal boundary lines. Each deed in the chain of title contained a “meaning and intending” clause that referred to the previous deed.

In 2004, the property was transferred by deed to the respondents. That deed contained the same metes and bounds description as the three prior deeds and a “meaning and intending” clause referring to the immediately preceding deed. At the time the respondents purchased the land, they understood that they were buying a single lot. Later that year, they applied for a building permit. In that application, they described setbacks measured from the property’s exterior boundaries and not from the 1935 lot line between lots 3 and 4.

In 2006, the respondents recorded a survey plat of the property, which shows lots 3 and 4 separated by a dotted line labeled “Old Line.” In 2008, they recorded two more survey plats, each of which showed a solid line separating lots 3 and 4, which was not labeled. In 2010, the respondents executed two deeds purporting to transfer the property to themselves as separate lots. At no time did the respondents seek or obtain subdivision approval, nor were the survey plats recorded by the respondents approved by the planning board.

In response to the deeding of the property as separate lots, the Town filed an action in superior court claiming that the respondents had subdivided their property without prior planning board approval in violation of RSA 676:16. The Town argued that the conduct of the prior owners caused lots 3 and 4 to merge, and that consequently, when the respondents separately conveyed lots 3 and 4 to themselves without planning board approval, they unlawfully subdivided the property. The respondents countered that they did not need

planning board approval to subdivide the property because the lots had never merged.

Following an evidentiary hearing, the court ruled that the respondents had unlawfully subdivided their property in violation of RSA 674:35 and RSA 676:16, finding that “[g]iven the manner in which the current and former owners have treated the property, it has been merged and treated as a single lot for 50 years or more.” The trial court reasoned that “[t]he deeds involving the property do not support the [respondents’] position that they currently own 2 lots” and noted that “[a]t the time the [respondents] purchased the property, they believed they were securing a single parcel of land.” Alternatively, the trial court relied upon the doctrine of estoppel to find that treating the property as separate lots would be inequitable because “[s]ince the early [1970s] the [respondents] and their predecessors have [allowed] the Town of Newbury to tax their property as a single building lot.”

On appeal, the respondents argue that the trial court erred by: (1) applying the doctrine of merger by conduct; (2) concluding that they had improperly subdivided their property; (3) determining that their chain of title did not support their contention that the property consisted of separate lots of record; (4) relying upon the testimony of the Town’s expert to construe a survey prepared by the respondents’ expert; (5) finding that the historical lots comprising their property had been merged for fifty years or more; and (6) ruling that they were estopped from treating, and that it would be inequitable to treat, the property as separate lots.

We construe the respondents’ first five arguments as challenging the trial court’s application of the merger by conduct doctrine and the weight and sufficiency of the evidence to support its decision. “In a land use case, we will uphold the decision of the superior court unless it is not supported by the evidence or is legally erroneous.” Town of Windham v. Lawrence Sav. Bank, 146 N.H. 517, 519 (2001) (quotation and brackets omitted). For the reasons that follow, we conclude that the trial court’s determination was neither unsupported by the evidence nor legally erroneous.

Pursuant to RSA 674:35, the Town has granted its planning board power to regulate the subdivision of property. See RSA 674:35, I, II. Therefore, under RSA 676:16, any person who transfers land in the Town without first obtaining any required subdivision approval from the planning board is subject to a penalty of \$1000 for each lot transferred. The respondents did not obtain such approval. They contend that subdivision approval was not necessary because the property always has been and continues to be two lots. They assert that the trial court erred in ruling that their conduct and that of their predecessors merged the lots because the common law of merger by conduct has been abolished. We disagree.

The doctrine that landowners' conduct can result in the merger of adjacent lots is well established in New Hampshire. In Town of Seabrook v. Tra-Sea Corp., 119 N.H. 937 (1979), we stated that an owner of adjacent non-conforming grandfathered lots may lose that grandfathered status and cause the merger of the non-conforming lots "by abandoning the property or abolishing individual lot lines," although we concluded that the owner in that case had not done so. Tra-Sea Corp., 119 N.H. at 942-43. In Robillard v. Town of Hudson, 120 N.H. 477 (1980), we held that an owner's conduct had resulted in the merger of two non-conforming lots. Robillard, 120 N.H. at 479. That owner had obtained a building permit for a duplex relying on the combined frontage and area of the two contiguous, non-conforming lots. Id. at 478. We held that such conduct "effectively erased the individual lot lines" and resulted in the merger of the two prior non-conforming lots. Id. at 480.

The respondents read Sutton v. Town of Gilford, 160 N.H. 43 (2010), to overrule our prior cases and to establish that the only way lots can be merged is when "either the present or former owners [apply] to the local planning board for a voluntary merger or the lots [are] merged pursuant to a local ordinance specifying the conditions of merger." In Sutton, however, we addressed a related but distinct issue – whether RSA 674:39-a, which gives property owners the right to merge contiguous lots, precludes a town from automatically merging lots pursuant to its zoning ordinance. Sutton, 160 N.H. at 54-55. We did not address, nor did the facts implicate, the doctrine of merger by conduct. See id. at 46-50, 53-58. Therefore, Sutton does not abrogate the longstanding rule that owners can effectuate a merger of contiguous, non-conforming lots, independent of any town ordinance, "by behavior which results in an abandonment or abolition of the individual lot lines." Robillard, 120 N.H. at 479 (quotation omitted).

The respondents also argue that the evidence before the trial court was insufficient to find that their conduct and that of their predecessors in title had resulted in the merger of lots 3 and 4. We disagree. "We will affirm the trial court's factual findings unless they are unsupported by the evidence and will affirm the trial court's legal rulings unless they are erroneous as a matter of law." Sutton, 160 N.H. at 55 (quotation omitted). "[W]e defer to the trial court's judgment on such issues as resolving conflicts in the testimony, measuring the credibility of witnesses, and determining the weight to be given evidence," id., mindful that in evaluating evidentiary weight and credibility, the trial court is "not required to believe even uncontroverted evidence," Town of Atkinson v. Malborn Realty Trust, 164 N.H. 62, 67 (2012). "It is within the province of the trial court to accept or reject, in whole or in part, whatever evidence was presented, including that of the expert witnesses." Cook v. Sullivan, 149 N.H. 774, 780 (2003). Here, the record contains ample support

for the trial court's conclusion that the respondents and their predecessors abandoned the lot line described in the 1935 deed.

Beginning in 1975, the deeds in the respondents' chain of title uniformly describe the property by metes and bounds as a single "tract or parcel of land." The respondents argue that these property descriptions should be read in light of "meaning and intending clauses" contained in the deeds, which, they contend, refer back to the 1935 deed and show that the property is comprised of two lots. We agree with the Town, however, that an unambiguous metes and bounds description will prevail over a general reference to a prior deed in a "meaning and intending clause." See Finlay v. Stevens, 93 N.H. 124, 129 (1944). Moreover, as the trial court observed, "lot 4 as it existed in the 1935 conveyance from the Town to [the original owner], no longer exist[s]." Part of lot 4 was sold in 1972, and, as the respondents' expert admitted at trial, the "cottage lots" and the triangular parcel have since been incorporated into the subject property.

Furthermore, at least three plans were filed at the registry of deeds depicting the property as a single lot. The first plan, recorded in 1961, does not show a boundary line between lots 3 and 4. A second plan, filed in 1972, identifies the internal boundary between lots 3 and 4 with a dashed line while designating the perimeter with a solid line. In 2006, the respondents recorded a survey plat that again depicts the original internal boundary with a dashed line, labeled "Old Line," bisecting a larger single lot. The Town's expert testified that "[w]hen you have a plan that shows solid lines around the perimeter of the property with internal dash lines, the internal lines indicate that they've been abandoned as to the property being separate parcels." In addition, the 2006 plat refers to the entire property as a single parcel and states its acreage as a whole.

The respondents correctly note that the 1961 plan contains inaccuracies and, argue that, therefore, the trial court should not have relied upon it. However, the inaccuracies are not material, and the 1961 plan is probative of the original owner's intention to abandon the internal boundary lines. Further, it was the province of the trial court to determine the weight to give this evidence. Cook, 149 N.H. at 780. Similarly, we reject the respondents' argument that the trial court erred in not adopting the opinion of their expert, who drafted the 2006 survey plat, as to the meaning of the dashed line. The trial court is free to accept or reject expert testimony and to determine the weight accorded to it. Id. It is "not required to believe even uncontroverted testimony." Malborn Realty Trust, 164 N.H. at 67. Upon this record, we cannot say that the trial court erred when it chose not to credit the testimony of the respondents' surveyor.

Additional evidence in the record demonstrates that for many decades the respondents and their predecessors treated the property as a single lot. The record shows that a driveway accessing a house on the property crosses both of the lots described in the 1935 deed. See Roberts v. Town of Windham, 165 N.H. 186 (2013). Moreover, not only did the respondents admit that when they purchased the property they believed that they were purchasing one lot, they treated the property as a single lot when they applied to the Town for building permits. The respondents argue that, because the Town drafted the building permit application form, it would be “unreasonable and unconscionable” for the court to rely on the representations made in applications. We are not persuaded; the fact remains that, regardless of the origin of the form itself, the respondents described the setbacks measured from the external boundary of their property, and not from the 1935 line between lots 3 and 4.

Thus, we conclude that the evidence supports the trial court’s finding that, as early as 1961, when the plot plan showing no boundary line between lots 3 and 4 was recorded, the respondents and their predecessors, through their conduct, abolished the line between the two lots described in the 1935 deed. While the respondents are correct that the trial court’s order is inconsistent regarding the precise date of the merger, there is ample support in the record for the court’s finding that the lots had been merged for at least several decades. Accordingly, we uphold the trial court’s ruling that the respondents owned a single parcel in 2008 when they conveyed lots 3 and 4 separately, thereby subdividing their property in violation of RSA 674:35 and RSA 676:16.

Having found that the trial court properly ruled that the former and present owners’ conduct resulted in the merger of the subject parcels, we need not address the respondents’ arguments that the trial court erred in its ruling on estoppel.

Affirmed.

DALIANIS, C.J., and HICKS, CONBOY and LYNN, JJ., concurred.

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THE SUPREME COURT OF NEW HAMPSHIRE

Rockingham
No. 2012-428

CHARLES A. ROBERTS

v.

TOWN OF WINDHAM

Argued: May 9, 2013
Opinion Issued: July 16, 2013

Bernstein, Shur, Sawyer & Nelson, P.A., of Manchester (Gregory E. Michael and Christopher G. Aslin on the brief, and Mr. Michael orally), for the petitioner.

Beaumont & Campbell Prof. Ass'n., of Salem (Bernard H. Campbell on the brief and orally), for the respondent.

CONBOY, J. The petitioner, Charles A. Roberts, appeals an order of the Superior Court (Delker, J.) affirming a decision of the Town of Windham Zoning Board of Adjustment (ZBA) denying his request under RSA 674:39-aa (Supp. 2012) to reverse the administrative merger of certain lots by the respondent, Town of Windham (Town). We affirm.

The following facts are supported by the record or are otherwise undisputed. The petitioner owns an approximately one-acre parcel of land on

Cobbetts Pond Road with frontage on Cobbetts Pond in Windham (the Property). The Property is identified as a single lot on the Town's tax map and has apparently been so identified since the Town developed its tax maps in the 1960s. The Property originated, however, from seven separate lots as shown on the 1913 "Plan of Horne Heirs" recorded in the Rockingham County Registry of Deeds (the Horne plan): five full lots (9 through 13) and two partial lots (8 and 14). The Horne plan was recorded by Clara B. Horne in 1913, and depicts her approximately 12.5-acre, nineteen-lot subdivision along the shore of Cobbetts Pond.

In 1918, Horne conveyed lots 9 through 11, by a single deed, to the petitioner's grandfather, George E. Lane. Specifically, the deed conveyed "[a] certain tract or parcel of land situate on the shore of Cobbetts Pond in Windham . . . meaning and intending to convey lots #9, #10, and #11." In 1920, Horne also deeded lot 12 to Lane. In 1926, Lane also obtained a portion of lot 8 (for ease of reference, partial lot 8 is hereinafter referred to simply as "lot 8").

Lane built structures on all of the lots except lot 12. On lot 10, Lane built a seasonal cottage, a garage/workshop, a screen room, and a dock. The seasonal cottage extends across the boundary line onto lot 11. The garage is two inches from the boundary line between lots 10 and 9 and faces toward lot 9. Thus, one must traverse lot 9 to access the garage. On lot 9, Lane built a "multi-use building" (the bunkhouse), woodshed, privy, dog house, and another dock. The bunkhouse straddles the boundary line between lots 9 and 8. A single driveway provides access from Cobbetts Pond Road to lot 10 over lot 9.

In 1927, Lane conveyed all of the lots to Alice Lane, who subsequently conveyed them to Ruth Lane Roberts. In 1962, Ruth Roberts acquired title to lot 13 and one half of lot 14 (for ease of reference, partial lot 14 is hereinafter referred to simply as "lot 14"). Thus, as of 1962, Ruth Roberts owned the Property as it exists today, consisting of lots 8 through 14. In 1995, the Property was conveyed to the petitioner.

In the 1960s, the Town apparently administratively merged the lots into a single lot: they were designated as a single lot for tax purposes and given a single street address. Neither the petitioner nor any previous owner in the chain of title applied to the Town to merge the lots. See, e.g., RSA 674:39-a (Supp. 2012) (allowing an owner of two or more contiguous and preexisting approved lots to merge them by application to a town planning board).

In 2011, the legislature enacted RSA 674:39-aa, which provides that lots that were "involuntarily merged prior to September 18, 2010," shall be "restored to their pre-merger status" upon request of the owner, subject to certain conditions. RSA 674:39-aa, II. "Involuntary merger" . . . mean[s] lots

merged by municipal action for zoning, assessing, or taxation purposes without the consent of the owner.” RSA 674:39-aa, I(a). An owner is not entitled to such restoration if “any owner in the chain of title voluntarily merged his or her lots.” RSA 674:39-aa, II(b). “Voluntary merger” means a merger expressly requested under RSA 674:39-a, or “any overt action or conduct that indicates an owner regarded said lots as merged such as, but not limited to, abandoning a lot line.” RSA 674:39-aa, I(c). The municipality bears the burden to prove voluntary merger. See RSA 674:39-aa, II(b).

Following the statute’s passage, the petitioner applied to the Windham Board of Selectmen (Selectboard) seeking to “unmerge” the lots from their single lot designation on the Town’s zoning and tax maps and to create four lots consisting of: lots 8 and 9; lots 10 and 11; lot 12; and lots 13 and 14. The Selectboard held a meeting to consider the application and determined that the Town had involuntarily merged lots 12-14. The Selectboard, however, concluded that lots 8 through 11 had been voluntarily merged and, thus, denied the petitioner’s request to unmerge the four lots.

The Selectboard’s decision denying the petitioner’s request to unmerge lots 8 through 11 rested upon two grounds. First, the Selectboard relied upon the fact that lots 9 through 11 were conveyed to Lane as one “tract” in a single deed. Second, the Selectboard determined that the Town proved overt owner action to merge the lots based upon the physical layout of the structures. Specifically, the Selectboard noted that lots 8 through 11 are served by a single driveway, that construction of ancillary buildings such as the bunkhouse is a common and typical practice on a “waterfront estate,” and that the garage on lot 10 is close to the lot 9 boundary line and is accessed from lot 9.

The petitioner appealed the decision regarding lots 8 through 11 to the ZBA. See RSA 674:39-aa, III; RSA 676:5 (Supp. 2012). The ZBA affirmed the Selectboard’s decision for the reasons found by the Selectboard, as well as an additional reason: that by accepting the Town’s taxation of the lots as a single lot, the owners voluntarily merged the lots.

The petitioner moved for a rehearing, see RSA 677:3 (2008), which the ZBA denied. The petitioner then appealed the ZBA’s decision to the superior court, see RSA 677:4 (Supp. 2012), which affirmed the ZBA’s decision. This appeal followed.

The petitioner first argues that the superior court applied an incorrect standard of review. Typically, judicial review in zoning cases is limited. Brandt Dev. Co. of N.H. v. City of Somersworth, 162 N.H. 553, 555 (2011). The factual findings of a zoning board are deemed prima facie lawful and reasonable, and a zoning board’s decision will not be set aside by the superior court absent errors of law unless it is persuaded by the balance of probabilities, on the evidence

before it, that the zoning board decision is unlawful or unreasonable. Id.; see RSA 677:6 (2008). The superior court applied this standard to the ZBA's decision. The petitioner contends, however, that the enactment of RSA 674:39-aa altered the deferential standard of review with respect to the issue of proving the voluntary merger of lots.

Resolving this issue requires that we engage in statutory interpretation. We are the final arbiters of the legislature's intent as expressed in the words of a statute considered as a whole. Radziewicz v. Town of Hudson, 159 N.H. 313, 316 (2009). When examining the language of a statute, we ascribe the plain and ordinary meaning to the words used. Id. We interpret legislative intent from the statute as written and will not consider what the legislature might have said or add language that the legislature did not see fit to include. Id. We also presume that the legislature knew the meaning of the words it chose, and that it used those words advisedly. See DaimlerChrysler Corp. v. Victoria, 153 N.H. 664, 667 (2006). The interpretation of a statute is a question of law, which we review de novo. See Radziewicz, 159 N.H. at 316.

In 2010, the legislature amended RSA 674:39-a to prohibit municipalities from merging "preexisting subdivided lots or parcels except upon the consent of the owner." Laws 2010, 345:1. In addition, RSA 674:39-aa, II entitles an owner of involuntarily merged lots, at the owner's request, to restore the lots to their premerger status. However, RSA 674:39-aa prohibits restoration of lots if "any owner in the chain of title voluntarily merged his or her lots." RSA 674:39-aa, II(b). The municipality has the burden to prove voluntary merger. See id.

The petitioner contends that by prohibiting municipalities from involuntarily merging lots under RSA 674:39-a and allowing owners of merged lots to request restoration under RSA 674:39-aa, the legislature sought to balance the right of municipalities to regulate land use and the constitutional right of land owners to use their land for reasonable purposes. He argues that by placing the burden of proof on municipalities to prove voluntary merger, the legislature sought to prohibit municipalities from "inventing" mergers based upon inconclusive facts in order to block unpopular applications. He concludes that by "shifting the burden of proof to municipalities," the legislature "necessarily also altered the deferential standard of review on appeal to the [superior court]." We disagree.

The petitioner's argument conflates two concepts: a party's burden of proof and an appellate tribunal's standard of review. A burden of proof is "[a] party's duty to prove a disputed assertion or charge," Black's Law Dictionary 223 (9th ed. 2009), whereas a standard of review is "[t]he criterion by which an appellate [tribunal] . . . measures the constitutionality of a statute or the propriety of an order, finding, or judgment entered by a lower [tribunal]," id. at

1535. That a party bears the burden of proof at trial does not dictate the standard of review applied on appeal. As the superior court aptly noted, the State in a criminal case bears the highest burden of proof at trial: beyond a reasonable doubt. See RSA 625:10 (2007). Yet, if the State carries its burden, the standard of review on appeal is often deferential to the State. See, e.g., State v. Hull, 149 N.H. 706, 712 (2003) (“To prevail on a challenge to the sufficiency of the evidence, the defendant must prove that no rational fact finder at trial, viewing all of the evidence presented in the light most favorable to the State, could have found guilt beyond a reasonable doubt.”).

Here, RSA 674:39-aa expressly places the burden of proof on the municipality to prove voluntary merger; however, the statute makes no provision for an alternate standard of review. Because we presume the legislature understood the meaning of the words it chose and used those words advisedly, see DaimlerChrysler Corp., 153 N.H. at 667, and we do not add words to a statute that the legislature did not see fit to include, see Radziewicz, 159 N.H. at 316, we do not construe the plain language of RSA 674:39-aa, II(b) to alter the deferential standard of review applicable in zoning cases under RSA 677:6.

The fact that one of the goals of the statute may be to protect individual property rights does not change our interpretation. Although we interpret a statute in light of its overall purpose, see Atwater v. Town of Plainfield, 160 N.H. 503, 508 (2010), in so doing, we do not ignore the statute’s plain language, cf. 2A N. Singer & J.D. Singer, Statutes and Statutory Construction § 46:1, at 148-49 (7th ed. 2007) (“Where the words of the statute are clear and free from ambiguity, the letter of the statute may not be disregarded under the pretext of pursuing its spirit.” (Quotation omitted)). Here, we will not read into RSA 674:39-aa an alternate standard of review merely because to do so might benefit the petitioner’s property rights. Thus, we conclude that the superior court did not err in applying our usual deferential standard of review to the ZBA’s decision. See RSA 677:6.

Next, the petitioner argues that the superior court erred by upholding the ZBA’s decision to affirm the Selectboard’s finding of “voluntary merger” of lots 8 through 11 because the evidence before the Selectboard was insufficient to satisfy the Town’s burden. Our review of the superior court’s decision, like its review of the ZBA’s decision, is limited: we will uphold the court’s decision unless the evidence does not support it or it is legally erroneous. Brandt Dev. Co., 162 N.H. at 555. When, as here, the appealing party challenges the sufficiency of the evidence, we consider “whether a reasonable person could have reached the same decision as the trial court based on the evidence before it.” Mt. Valley Mall Assocs. v. Municipality of Conway, 144 N.H. 642, 647 (2000) (quotation omitted).

As noted above, the Selectboard found that the Town satisfied its burden of proving “overt action or conduct” to merge lots 8 through 11 based upon the original conveyance by Horne of lots 9 through 11 as one tract in a single deed, and the physical characteristics of the lots and their structures. The ZBA affirmed based upon those two factors and the owners’ acquiescence to taxation of the Property as a single lot. In upholding the ZBA’s decision, the superior court relied upon the physical characteristics of the lots and their structures and upon the owners’ acquiescence to taxation, but concluded that “[t]he fact that [Horne] conveyed separate parcels of land in one deed does not, in itself, indicate an intent to ignore the separate lot designations.”

We agree that Horne’s conveyance of lots 9 through 11 as one tract in a single deed does not, standing alone, support a finding of voluntary merger. The deed specifically provided that Horne was “meaning and intending to convey lots #9, #10, and #11.” We also acknowledge that the acquiescence to taxation as a single lot does not, standing alone, support a finding of voluntary merger. See Hill v. Town of Chester, 146 N.H. 291, 294 (2001) (“[T]he method by which a town taxes its land is not dispositive in determining zoning questions.”). As the petitioner notes, lots 8 through 14 were all taxed as a single lot; the Selectboard nonetheless “unmerged” lots 12-14.

The lots’ physical characteristics, however, were central to the superior court’s decision. It upheld the finding that the garage on lot 10 was constructed within two inches of lot 9 and faces toward lot 9; that the lots share a driveway; and that ancillary buildings, such as the bunkhouse, are common and typical of a “waterfront estate.” The petitioner argues that these facts do not support a finding of voluntary merger and that only through conjecture and speculation could the Town demonstrate the prior owners’ intent. For example, although he concedes that the placement of the garage near the lot line may be consistent with an intent to merge the lots, the petitioner argues that it is also consistent with an intent to maintain the property as separate lots because Lane – the owner who constructed the garage – may have believed that the garage was farther from the lot line than shown on the survey. Thus, he argues that such evidence is insufficient to support a finding of voluntary merger. We disagree.

Lane constructed the garage on lot 10 not only within two inches of lot 9, but also so that it faced toward lot 9. To access the garage, one must traverse lot 9. Further, a single driveway leads from Cobbetts Pond Road over lot 9 to lot 10. A reasonable interpretation of the placement of the garage is that Lane did not regard the lots as separate. See RSA 674:39-aa, I(c). We disagree with the petitioner that the possibility that Lane may have believed the garage was farther from the lot line renders the evidence inconclusive. Our role on appeal is not to determine whether any contrary conclusions could possibly be drawn

from the evidence; instead, we determine whether the conclusions so drawn are reasonable. See Mt. Valley Mall Assocs., 144 N.H. at 647.

Additionally, the superior court relied on more than the placement of the garage. The “seasonal cottage” sits on both lots 10 and 11, and Lane built a “multi-use” structure known as the “bunkhouse” on lots 9 and 8. Because of the structure’s classification as a “bunkhouse,” and not as an additional cottage, it is not unreasonable to conclude that the structure was intended to be used in conjunction with the seasonal cottage as part of a “waterfront estate,” thereby evincing an intent to use the lots as one. See Webster’s Third New International Dictionary 297 (unabridged ed. 2002) (defining “bunkhouse” as “a rough[,] simple building providing sleeping quarters,” as used to house persons such as “ranch hands”). Finally, although a shared driveway alone may not be indicative of an intent to merge lots, when viewed in conjunction with evidence of the placement of the garage and bunkhouse, the use of a single driveway to serve multiple lots supports the conclusion that the prior owners intended to merge the lots.

In his brief, the petitioner parses each of these uses and offers explanations for why each individual use does not constitute “voluntary merger.” However, the superior court did not analyze each use in isolation, nor was it required to under RSA 674:39-aa. Instead, in affirming the ZBA’s decision, the court considered “the use of the property in its entirety.” The totality of the evidence reasonably supports a finding that the petitioner’s predecessors voluntarily merged the lots under RSA 674:39-aa. Accordingly, we hold that the superior court’s decision affirming the ZBA’s decision is not unlawful or unreasonable.

As a final matter, the petitioner raises an issue in his notice of appeal that he does not brief. Thus, it is deemed waived. See In re Estate of King, 149 N.H. 226, 230 (2003).

Affirmed.

DALIANIS, C.J., and HICKS, LYNN and BASSETT, JJ., concurred.

7 13-01-50



Know all Men by these Presents:

THAT we, Ivan Bucar and Donna L. Bucar, married, of Lee, County of Strafford, State of New Hampshire, for consideration paid, grant to William A. Brown and David D. Brown of 36 Durham Point Road, Durham, New Hampshire 03824, with warranty covenants to the said William A. Brown and David D. Brown, as tenants in common, the following:

A certain tract of land with the buildings situated in the Town of Lee, Strafford County, State of New Hampshire, on the southerly side of Mast Road, so called, bounded and described as follows: - NORTHERLY by the Mast Road aforesaid, WESTERLY by land now or formerly of Cyrus Cummings, SOUTHERLY and EASTERLY by land now or formerly of George P. James. Containing two acres, more or less.

Also a certain other tract of land, with any buildings thereon, situated in said Town of Lee, bounded and described as follows: Commencing at a stone set in the ground on the southerly side of the Mast Road, so called, leading from the Hale corner, so called, to Lee Hill at the Northeasterly corner of said tract and running South 4° West about 308 feet to a stone set in the ground; thence North 89° West 433 feet 10 inches to a stone set in the ground; thence North 12 7/8° East 130 feet to the southeasterly corner of now or former Cyrus Cummings' field at the southwesterly corner of land now or formerly of Charlotte M. Howard; thence South 82 1/2° East 356 feet by land of said Howard; thence North 8 1/2° East 228 feet 6 inches by Howard land to said Mast Road, so called; thence South 84 3/4° East by said road 42 feet to the point begun at. Containing 1.284 acres, more or less.

Meaning and intending to describe and convey the same premises conveyed to Ivan Bucar and Donna L. Bucar by deed of Norman F. Whippen and Edna F. Whippen dated July 25, 1978 and recorded in Strafford County Registry of Deeds, Book 1018, Page 701.



We, Ivan Bucar and Donna L. Bucar, (wife & husband) said grantors, release to said grantee all right of ~~title~~ ~~claim~~ ~~interest~~ ~~in~~ ~~and~~ ~~to~~ ~~the~~ ~~same~~ ~~premises~~ ~~and~~ ~~all~~ ~~other~~ ~~interests~~ ~~therein~~.

Witnesses: Executed this 31 day of October, 1989

WITNESS
June A. Benson
June A. Benson

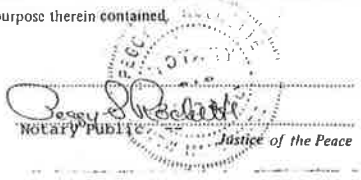
Ivan Bucar
Ivan Bucar
Donna L. Bucar
Donna L. Bucar

STATE OF NEW HAMPSHIRE COUNTY OF STRAFFORD

On this the 31st day of Oct, 19 89 before me, Peggy S. Rochette the undersigned officer, personally appeared Ivan Bucar and Donna L. Bucar known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal

My commission expires: 3/93



150 APR 30 PM 12 05

005634

BK 1504 PG 0147

KNOW ALL MEN BY THESE PRESENTS

U.S. Rev. }
 \$7.00 }
 O. H. }
 March 20 }
 1918. }

THAT I, Ora Howard of New York, County of New York and State of New York, widower, for and in consideration of the sum of One Dollar and other valuable considerations to me in hand before the delivery hereof, well and truly paid by Edward H. Hancock of Medford, Commonwealth of Massachusetts, the receipt whereof I do hereby acknowledge, have granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and conform unto the said Edward H. Hancock his heirs and assigns forever,

A certain tract of land with the buildings situate in the Town of Lee, Strafford County, State of New Hampshire, on the southerly side of the Mast Road, so called, bounded and described as follows:-

Northerly by the Mast Road aforesaid, Westerly by land of Cyrus Cummings, Southerly and Easterly by land of George P. James, containing two acres more or less. Being the same tract of land conveyed to Charlotte M. Howard by Susan Dow, by deed dated August 21, 1908, recorded in Strafford County Registry Book 351, Page 205.

Also a certain other tract of land situate in said Town of Lee bounded and described as follows:

Commencing at a stone set in the ground on the southerly side of the Mast Road, so called, leading from the Hale Corner, so called, to Lee Hill at the northeasterly corner of said tract and running south 4° west about 308 feet to a stone set in the ground, thence north 89° west 433 feet 10 inches to a stone set in the ground, thence north $12\ 7/8^{\circ}$ east 130 feet to the southeasterly corner of Cyrus Cummings' field at the southwesterly corner of Charlotte M. Howard's formerly of Susan Dow, thence south $82\ 1/2^{\circ}$ east 356 feet by land of said Howard land, thence north $8\ 1/2^{\circ}$ east 228 feet 6 inches by land of said Howard formerly of Susan Dow to said Mast Road, so called, thence south $84\ 1/2^{\circ}$ east by said road 42 feet to the point begun at, containing 1.284 acres, more or less, with buildings thereon.

Being the premises conveyed to Charlotte M. Howard by George P. James of Lee by deed dated July 31, 1909, and recorded in Strafford County Registry of Deeds, Book 354, Page 397, and devised to me by will of Charlotte M. Howard.

TO HAVE AND TO HOLD the said granted premises, with all the privileges and appurtenances to the same belonging, to him the said Edward H. Hancock and his heirs and assigns, to his and their only proper use and benefit forever. And I the said Ora Howard, for myself and my heirs, executors and administrators do hereby covenant grant and agree, to and with the said Edward H. Hancock and his heirs and assigns, that until the delivery hereof I am the lawful owner of the said premises, and am seized and possessed thereof in my own right in fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the premises are free and clear from all and every incumbrance whatsoever, and that I and my heirs, executors and administrators, shall and will WARRANT and DEFEND the same to the said Edward H. Hancock and his heirs and assigns, against the lawful claims and demands of any person or persons whomsoever.

And I do hereby release, discharge and waive all such rights of exemption from attachment and levy or sale on execution, and such other rights whatsoever in said premises, and in each and every part thereof, as my Family Homestead, as are reserved, or secured to me, by Chapter 138, Public Statutes of the State of New Hampshire, or by any other statute or statutes of said State.

IN WITNESS WHEREOF I have hereunto set my hand and seal this Twentieth day of

March in the year of our Lord 1918.

Signed, Sealed and Delivered
in Presence of us:

Rob't A. Crumm

Ora Howard

SEAL

No. 60 E. 42nd St. New York

STATE OF NEW YORK, New York, S. S.

March 20th A. D. 1918.

Personally appeared the above named Ora Howard and acknowledged the foregoing instrument to be his voluntary act and deed. Before me,

J. N. Timmermann Notary Public (SEAL)
Notary Public, Bronx County 6 Register File 903
Certificate Filed in New York Co. 1 Register File 903
Certificate Filed in Kings Co. 24 Register File 900
Certificate Filed in Westchester Co. Register File 900
Certificate Filed in Suffolk Co.
My Commission expires March 30, 1919

State of New York) ss.:
County of New York)

No. 66482 Series B.

I, WILLIAM F. SCHNEIDER, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, DO HEREBY CERTIFY, That J. N. Timmermann whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition or proof and acknowledgment, a Notary Public, acting in and for the said County, duly commissioned and sworn, and authorized by the laws of said State to take depositions and also acknowledgments and proofs of Deeds, or conveyances for land, tenements or hereditaments in said State of New York. That there is on file in the Clerk's office of the County of New York, a certified copy of his appointment and qualification as Notary Public of the County of Bronx with his autograph signature. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition, or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County this 20 day of Moh 1918

(C O U R T)

Wm. F. Schneider Clerk

(S E A L)

Received 4.54 P. M., Mar. 25, 1918.

Examined by

George S. Welch

Register.

Know all Men by these Presents 397

I George J. James of Lee in the County of Stafford and State of New Hampshire

for and in consideration of the sum of One Dollar and other considerations to us in hand before me delivered (which well and truly paid by Charles W. Steward of New York City, N.Y.)

the receipt whereof I Charles W. Steward her heirs assigns executors and administrators, do hereby certify that the said George J. James and they only grant use and benefit forever

unto me, of certain tract or parcel of land situate in the Town of Lee in the County of Stafford and State of New Hampshire, bounded and described as follows: commencing at a stone set in the ground on the southeast side of the West road (so called) leading from the State Carriage road to Lee Hill, at the north east corner of said tract and thence south 42° west about 308 ft to a stone set in the ground; thence N. 87° W. 433 ft to a stone set in the ground; thence N. 12 7/8° E. 130 ft to the south east corner of Cyrus Cummings farm; at the south west corner of Charles W. Steward's farm; of Susan Park; thence S. 8 1/2° E. 366 ft by land of said Steward to the south east corner of said Steward's land; thence N. 8 1/2° E. 228 ft to land of said Steward's farm; of Swan Pond; to said road and thence S. 84 3/4° E. by said road 40 ft to the point of beginning.

TO HAVE AND TO HOLD the said premises with all the privileges and appurtenances to the same in anywise belonging to the said Charles W. Steward his heirs and assigns forever

And the said George J. James his heirs, executors and administrators, do hereby covenant, promise, agree to and with the said Charles W. Steward his heirs and assigns that with the delivery hereof they will and lawfully shall and lawfully shall

relax and quitclaim to the said Charles W. Steward his heirs and assigns all and singular the claims, demands and demands of any person or persons whatsoever against the said premises and the same in anywise belonging to the said George J. James his heirs and assigns

And I Charles W. Steward do hereby relinquish my right of dower in the before mentioned premises

And we and each of us do hereby release all rights of Amendment secured to us or either of us by Chapter 138 of the Public Statutes of New Hampshire or any other Statute of said State

And by and each of us do hereby release, discharge and waive all such rights of Amendment from and to us or either of us, as are secured to us or either of us by the Statute of the State of New Hampshire, passed July 4, 1881, entitled "An Act to exempt the homestead of families from attachment and sale on execution" or by any other Statute or statute of said State

IN WITNESS WHEREOF, I Charles W. Steward have hereunto set my hand and seal, this 1st day of July, in the year of our Lord, 1909

Witness my hand and seal in presence of Anna D. Hall Charles W. Steward

George J. James Seal
Not Public Seal
A.D. 1909

STATE OF NEW HAMPSHIRE, County of Stafford, Justice of the Peace, do hereby certify that the within and foregoing instrument to be voluntarily act and deed, before me Charles W. Steward, Justice of the Peace, was duly acknowledged and acknowledged by the said George J. James

Received 25c Jim Aug 11, 1909
H. S. Simpson

Know All Men by these Presents. 205

I Susan Trow of the Town of Strafford
County of Strafford and State of New Hampshire
Five Hundred Dollars
Charlotte M Howard of
Newport County State of New York

Charlotte M Howard has been assigned
I Certain tract of land with the buildings situated in
said Town of Strafford on the southeast side of the West
road (so called bounded as described as follows
North by the West road of said Strafford land
of good dimensions South by an estate of
land of George D Jones (Containing two acres more
or less) and being the same tract of land conveyed by
Deed of Susan Trow to Susan Dany by her deed
dated February 25th 1853.

Charlotte M Howard
Susan Trow
Charlotte M Howard
Susan Trow
Charlotte M Howard
Susan Trow

RECORDED

21st
Susan Trow Seal
Aug 21st
Frank S Tompkins
STATE OF NEW HAMPSHIRE
Personality agent of the above named
Received 4 PM Aug 22 1908



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

Office Use Only

Meeting Date: August 18, 2014

Agenda Item No.4

**BOARD OF SELECTMEN
MEETING AGENDA REQUEST**

8/18/2014

Agenda Item Title: Implementation of Credit Card and Online Payments in Town Clerk's Office

Requested By: Rachel Deane, Deputy Town Clerk

8/11/2014

Contact Information: 659-2964

Presented By: Rachel Deane and Sandy Rowe, Pres. of Interware Development

Description: Review credit card and online payment procedures for motor vehicles, dog licensing and tax payment transactions in the Town Clerk's Office with the Board. Introduce the Board to Sandy Rowe and co-present Interware Development as the new credit card and online payment public service.

Financial Details: \$80.00 additional card swipe; \$375.00 Receipt Printer. \$1.50 per transaction fee is charged to the user for Credit Cards and ACH; 2.95% of total base charge is charged to user for Credit/Debit Card payments.

Legal Authority: NH RSA 80:52-c - Electronic Payment, adopted by the Town on March 14, 2008

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

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION:



Additional Locations Addendum

THIS ADDENDUM to that certain Check Services Agreement (the "Agreement") dated November 12, 2009 by and between EB2Gov ("Merchant") and Global Payments Check Services, Inc. ("Global") is made and entered into as of the date below. Merchant and Global hereby acknowledge that services under the Agreement shall be rendered to Merchant at the following location(s) in addition to the location(s) indicated in the Agreement. Except as specifically supplemented in this Addendum, the Agreement shall remain unchanged and shall continue in full force and effect.

Primary Merchant #: EB2Gov - Main check Merchant

Rep Name/Number: Denise Graham / 9054

(1)
Merchant Number: _____
DBA: _____
Contact Name: Linda Reinhold, Town Clerk/Tax Coll
Location Address: 7 Mast Road
City/ST/Zip: Lee, NH 03861
Phone: 603-659-2964

(2)
Merchant Number: _____
DBA: _____
Contact Name: _____
Location Address: _____
City/ST/Zip: _____
Phone: _____

Mailing Address (if different from original agreement)

City/ST/Zip: _____

Mailing Address (if different from original agreement)

City/ST/Zip: _____

Terminals: New Existing
Terminal Type NONE
Check Reader: New Existing
Reader Type NONE
Equipment Deployment at: N/A
Equipment Programming at: N/A
Contact for Programming: EB2Gov - Sandra Rowe
Best Time for Programming: N/A
Special Instructions: WEB ACH Transactions

Terminals: New Existing
Terminal Type: _____
Check Reader: New Existing
Reader Type: _____
Equipment Deployment at: _____
Equipment Programming at: _____
Contact for Programming: _____
Best Time for Programming: _____
Special Instructions: _____

Date: _____

Merchant

Signature: _____
Printed Name: _____
Title: _____

Global

Signature: _____
Printed Name: _____
Title: _____

CARD SERVICES TERMS & CONDITIONS

1. GENERAL.

The "Card Services Agreement" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "you"), Global Payments Direct, Inc. ("Global Direct"), Global Payments Check Services, Inc. ("Global Check") and Member (as defined below and as limited in this Section). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application ("Member") is a member of Visa USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services LLC ("Discover"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.

Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to Discover transactions and Switched Transactions (as defined below) and the ACH Transaction Services (as defined in Section 29 below). Merchant further agrees that the rights and obligations contained in these Card Services Terms and Conditions do not apply to Global Direct with respect to the ACH Transaction Services (as defined in Section 29 below) and do not apply to Global Check with respect to the credit, debit and EBT transaction processing services described herein.

To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB and Diner's Club cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover card transactions shall be processed as Switched Transactions (as defined below).

Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "Services"). During the term of the Card Services Agreement, Global Direct will be the sole and exclusive provider of all card Services to Merchant. Any Merchant accepted by Global Direct and Global Check for card processing services and ACH Transaction Services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. A MERCHANT'S SUBMISSION OF A TRANSACTION TO GLOBAL DIRECT AND/OR GLOBAL CHECK SHALL BE DEEMED TO SIGNIFY MERCHANT'S ACCEPTANCE OF THE CARD SERVICES AGREEMENT, INCLUDING THE TERMS AND CONDITIONS HEREIN.

Except as expressly stated in the first three paragraphs of Section 13, all terms and conditions of this Card Services Agreement shall survive termination to the extent necessary to protect Global Direct, Global Check and Member's rights herein.

2. SERVICE DESCRIPTIONS.

Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, MasterCard, Diners, Discover); settlement; dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("Switched Transactions") to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.

EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("EBT") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("Recipients"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits") and/or government delivered cash assistance benefits ("Cash Benefits," with FS Benefits, "Benefits") to Recipients through the use of a state-issued card ("EBT Card").

Provisions regarding debit card services are set forth in Section 27 below.

With respect to Visa and MasterCard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to Section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or MasterCard product that it has elected not to accept.

3. PROCEDURES.

Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations and rules of Visa, MasterCard, Discover and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct's website at www.globalpaymentsinc.com. Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, MasterCard, Discover and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, MasterCard's Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security. Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, MasterCard, Discover or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs, except to the extent caused by the negligence or intentional misconduct of Global Direct or Member.

Merchant also agrees that it will comply with all applicable laws, rules and regulations related to the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely

responsible for complying with all Truncation Laws and will indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws as a result of transactions processed at Merchant's location(s).

Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

4. MARKETING.

Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.

5. PAYMENT, CHARGES AND FEES.

Fees and charges payable by Merchant shall be as set forth in the Merchant Application. Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, arbitration fees, fines, penalties, etc. charged or assessed by the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party retained by Merchant who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder and agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder.

6. EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.

Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprinters, authorization terminals, or printers; software; credit card authenticators; unused forms; and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("Software"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.

The operating instructions will instruct Merchant in the proper use of the terminals, and Merchant shall use and operate the terminals only in such manner. If Merchant has purchased the maintenance/help desk service hereunder for its terminals, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal. In the event the Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct in the event that any leased item of equipment is lost, destroyed, stolen or rendered inoperative. Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment provided hereunder for any cause whatsoever. Merchant also agrees to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within sixty (60) days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after sixty (60) days.

Merchant acknowledges that some of the services to be provided by Global Direct, Global Check and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct, Global Check or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing services under this Card Services Agreement to any other party.

7. FINANCIAL INFORMATION.

Merchant may furnish Global Direct, Global Check and Member such financial statements and information as Global Direct or Global Direct may from time to time request. Global Direct and Global Check, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.

8. CHANGE IN BUSINESS.

Merchant agrees to provide Global Direct, Global Check and Member sixty (60) days prior written notice of its (a) transfer or sale of any substantial part (ten percent (10%) or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.

9. TRANSFERABILITY.

This Card Services Agreement is not transferable by Merchant without the written consent of Global Direct, Global Check and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct and Global Check hereunder may be transferred by Global Direct or Global Check, as applicable. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member. Merchant acknowledges that the transferable rights of Global Direct, Global Check and Member hereunder shall include,

but shall not be limited to, the authority and right to debit the Merchant's account(s) as described herein. Upon any such transfer by Global Direct and Global Check under this Section, Global Direct and Global Check shall provide Merchant with notice consistent with Global Direct and Global Check's notice to other merchants.

10. WARRANTIES AND REPRESENTATIONS.

Merchant warrants and represents to Global Direct and Member and, with respect to warranties (c) and (k), Global Check: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (h) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (i) that none of the sales transactions submitted hereunder for purchase represent sales to any principal, partner, proprietor, or owner of Merchant, (j) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, MasterCard, Discover and any other card association or network organization related to cardholder and transaction information security, including without limitation Payment Card Industry (PCI) Data Security Standards, Visa's Cardholder Information Security Program and MasterCard's Site Data Protection Program, and (k) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. In the event that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Merchant, such sales transaction may be refused or charged back.

Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the operating regulations and rules of the applicable card association or network organization, including without limitation any violation, which results in a chargeback to the Merchant. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

NEITHER MEMBER, NOR GLOBAL DIRECT, NOR GLOBAL CHECK, NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY TERMINAL, ANY EQUIPMENT FURNISHED IN CONNECTION THEREWITH, OR ANY OF THE SERVICES FURNISHED HEREUNDER.

11. INDEMNITY.

Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party except to the extent caused by the negligence of intentional misconduct of Global Direct or Member. Merchant agrees to indemnify and hold Global Direct and Member harmless from and against any and all liabilities, losses, claims, damages, disputes, offsets, claims or counterclaims arising out of or relating to the card sale, including without limitation claims and complaints made by a cardholder or any other person or entity with regard to indebtedness sold by Merchant hereunder or any other Service provided hereunder except to the extent caused by the negligence or intentional misconduct of Global Direct or Member.

12. LIMITATION OF LIABILITY.

Neither Member nor Global Direct nor Global Check shall be liable for failure to provide the Services if such failure is due to any cause or condition beyond such party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, communication failures, unavoidable delays, the errors or failures of third party systems, or other similar causes beyond such party's control.

The liability of Global Direct, Global Check and Member for any loss arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of any malfunction of the equipment or the failure of the equipment to operate, the unavailability or malfunction of the Services, personal injury, or property damage, shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed one (1) month's average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for Services during the previous twelve (12) months or such lesser number of months as shall have elapsed subsequent to the effective date of this Card Services Agreement. This shall be the extent of Global Direct's, Global Check's and Member's liability arising out of or relating in any way to this Card Services Agreement, including alleged acts of negligence, breach of contract, or otherwise and regardless of the form in which any legal or equitable action may be brought against Global Direct, Global Check or Member, whether contract, tort, or otherwise, and the foregoing shall constitute Merchant's exclusive remedy. Under no circumstances shall Global Direct, Global Check or Member be liable for any lost profits, lost interest, or for special, consequential, punitive or exemplary damages arising out of or relating in any way to this Card Services Agreement, including but not limited to, damages arising out of placement of a Merchant's name on any terminated merchant list for any reason, even if Global Direct, Global Check or Member has been advised of the possibility of such damages. Under no circumstances shall Global Direct, Global Check or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer.

It is agreed that in no event will Global Direct, Global Check or Member be liable for any claim, loss, billing error, damage, or expense arising out of or relating in any way to this Card Services Agreement which is not reported in writing to Global Direct or Global Check, as applicable, by Merchant within 60 days of such failure to perform or, in the event of a billing error, within 90 days of the date of the invoice or applicable statement. Merchant expressly waives any such claim that is not brought within the time periods stated herein.

13. TERM AND TERMINATION.

This Card Services Agreement shall remain in full force and effect for an initial term of three (3) years. This Card Services Agreement shall be automatically extended for successive one (1) year periods on the same terms and conditions expressed herein, or as may be amended, unless Merchant gives written notice of termination as to the entire Card Services Agreement or a portion thereof at least 60 days prior to the expiration of the initial term or any extension or renewals thereof, in which case this Card Services Agreement will terminate at the end of the then-current term. Notwithstanding anything to the contrary set forth herein, in the event Merchant terminates this Card Services Agreement in breach of this Section 13, the following amount(s) shall be immediately due and payable to Global

Direct and Global Check: the lesser of (a) the maximum amount permitted by state law, and (b) all monthly fees assessed to Merchant under this Card Services Agreement and due to Global Direct and Global Check for the remainder of the then existing term of the Card Services Agreement, including all minimum monthly fee commitments or one year, whichever occurs first. Merchant hereby authorizes Global Direct and Global Check to accelerate the payment of such applicable amount(s) and to deduct such total amount(s) from Merchant's account referenced in Section 5, or to otherwise withhold the total amount(s) from amounts due to Merchant from Global Direct and Global Check, immediately on or after the effective date of termination. If the Merchant's account does not contain sufficient funds for the debit or the amount cannot be withheld by Global Direct and Global Check from amounts due to Merchant, Merchant shall pay Global Direct and Global Check the amount due within ten (10) days of the date of Global Direct's or Global Check's invoice for same. The payment as described here is not a penalty, but rather is hereby agreed by the parties to be a reasonable amount of liquidated damages to compensate Global Direct and Global Check for their termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amount(s) shall not be in lieu of but in addition to any payment obligations for Services already provided hereunder (or that Global Direct and Global Check may continue to provide), which shall be an additional cost, and any and all other damages to which Global Direct and Global Check may be entitled hereunder. Notwithstanding the foregoing, if Merchant provides Global Direct and Global Check with written notice within forty-five (45) days of Merchant's execution of this Card Services Agreement that it wishes to terminate this Card Services Agreement immediately, Merchant shall not be responsible for the payment of the above-referenced amount(s), but shall be responsible for compliance with all other terms and conditions set forth in this Card Service Agreement, including but not limited to payment for all fees incurred prior to the termination of this Card Services Agreement.

Notwithstanding the foregoing, Global Direct and Global Check may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application, or in the event Global Direct reasonably deems itself insecure in continuing this Card Services Agreement. In addition, a termination by Global Direct shall serve as a termination of the entire Card Services Agreement, including with regard to any ACH Transaction Services provided hereunder.

In the event that Global Direct, Global Check and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct, Global Check and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within thirty (30) days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such thirty (30) day period unless notification is withdrawn.

Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to merchant's account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. In the event of termination, all equipment leased from Global Direct (but not from any other leasing agent), including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.

14. RETURNED ITEMS/CHARGEBACKS.

If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

15. RESERVE ACCOUNT.

At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("Reserve Account"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) Direct payment by Merchant -- At the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; (b) The proceeds of indebtedness presented for purchase; or (c) The transfer by Global Direct and Member into the Reserve Account of funds withdrawn from any of the accounts referred to in Section 5 or any other accounts, including certificates of deposit, maintained by Merchant or Merchant's guarantor, if any, with any designated depository or other financial institution. Merchant and Merchant's guarantor hereby grants Member a security interest in all said accounts and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant and Merchant's guarantor hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. Merchant and Merchant's guarantor will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the rules and regulations of the card associations or network organizations and (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant will not receive any interest on funds being held in a Reserve Account. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Card Services Agreement, maintain the sum of at least five percent (5%) of gross sales for the 90 day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent (5%) of gross sales for the 90 day period prior to termination in a Reserve Account.

16. DEFAULT/SECURITY INTEREST.

Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in Section 5 may be debited without notice to Merchant, and Merchant and Merchant's guarantor gives Member, Global Direct and Global Check a security interest in all such accounts for these purposes. The scope of the security interest, and Merchant's and Merchant's guarantor's instructions to its financial institutions to accept withdrawal requests from Global Direct, Member and Global Check, and Merchant's agreement to hold such institutions harmless and to indemnify them are described above in Section 15.

Merchant also agrees that, in the event of a default by Merchant, Member has a right of setoff and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct, Member and Global Check may have under applicable law.

17. CHOICE OF LAW/ATTORNEY'S FEES/VENUE/JURY TRIAL WAIVER.

Should it be necessary for Global Direct, Global Check or Member to defend or enforce any of its rights under this Card Services Agreement in any collection or legal action, Merchant agrees to reimburse Global Direct, Global Check and/or Member, as applicable, for all costs and expenses, including reasonable attorney's fees, as a result of such collection or legal action if Global Direct, Global Check or Member is the prevailing party in such action. Without limiting the generality of the foregoing, Merchant agrees to reimburse Global Direct, Global Check and/or Member, as applicable, for all costs and expenses, including reasonable attorney's fees, incurred by Global Direct, Global Check and/or Member in successfully enforcing or defending its rights under this Section 17. Global Direct, Global Check, Member, and Merchant agree that any and all disputes or controversies of any nature whatsoever (whether in contract, tort or otherwise) arising out, relating to, or in connection with (a) this Card Services Agreement, (b) the relationships which result from this Card Services Agreement, or (c) the validity, scope, interpretation or enforceability of the choice of law and venue provisions of this Card Services Agreement, shall be governed by the laws of the State of New Hampshire, notwithstanding any conflicts of laws rules, and shall be resolved, on an individual basis without resort to any form of class action and not consolidated with the claims of any other parties.

18. AMENDMENTS.

This Card Services Agreement may be amended only in writing signed by Global Direct, Global Check, Member, and Merchant, except that (a) the Card Acceptance Guide and any and all fees, charges, and/or discounts (including without limitation non-qualified surcharge rates) may be changed immediately, written notice of which shall be given to Merchant as soon as practicable; or (b) Global Direct or Global Check may mail Merchant either a notice describing amendments to this Card Services Agreement or an entirely new agreement, which amendments or new agreement will be binding upon Merchant if it deposits sales or credit slips after the effective date of such amendment or new agreement set forth in Global Direct's or Global Check's notice.

19. WAIVER.

No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

20. EXCHANGE OF INFORMATION.

Merchant authorizes Global Direct and Global Check to order a credit report on Merchant. Merchant hereby authorizes Member to release any financial information concerning Merchant or its accounts to Global Direct and Global Check. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct or Global Check, as applicable, will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct and Global Check may exchange information about Merchant, with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct and Global Check to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

21. GENERAL.

If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.

22. NOTICES.

All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct, Global Check or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc., 10 Glenlake Parkway North Tower, Atlanta, Georgia 30328. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.

23. MERGER.

This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, Global Check and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.

24. EFFECTIVE DATE.

This Card Services Agreement shall become effective only upon acceptance by Global Direct, Global Check and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.

25. DESIGNATION OF DEPOSITORY.

The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("Depository") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services Agreement. Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.

26. FINANCIAL ACCOMMODATION.

The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct, Global Check and Member shall be excused from performance hereunder.

27. DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.

Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "Covered Terminals") in each of the following debit card networks ("Networks"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks. Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities.

Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("Applicable Laws") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("Network Rules"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this Section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

In the event that Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this Section necessary to enforce the rights and obligations of the parties contained in this Section shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

28. MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.

Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "Rules"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "Merchant" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon ninety (90) days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "State" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

29. ACH PROCESSING: ADDITIONAL TERMS AND CONDITIONS.

Merchant intends to process electronic check transactions or their substantial equivalent drawn on the financial accounts of individual and corporate entities ("Customers") and made payable to such Merchant (collectively "ACH Transactions"). Upon initiation of the ACH Transaction, Merchant must request and receive from Global Check an authorization for such ACH Transaction ("Authorization"). From the location set forth in this Agreement and other locations which are specifically listed in an amendment to this Agreement and attached hereto ("Authorized Location(s)"), Merchant shall submit a file (a "File") to Global Check in standard Automated Clearing House ("ACH") format containing complete payment information for each ACH Transaction. Provided that Merchant has complied with the terms and conditions of this Agreement, including any those set out in the ID Guide, the Cashier's Guide, the Welcome Kit, the Operating Rules and Operating Guidelines of the National Automated Clearing House Association ("NACHA") that are applicable to originators of ACH Transactions, and any of Global Check's other published instructions, all of which are incorporated by reference into this Agreement, and in consideration of the payments as set forth below, Global Check agrees to process each such ACH Transaction as an ACH debit to the Customer's account and to cause Merchant's account to be funded in the amount of such ACH Transaction within two (2) banking days following Authorization, subject to any guarantee limit, chargeback rights and fees as set forth below (the "ACH Transaction Services"). Global Check reserves the right, in its sole discretion, to delay or to decline to process any ACH Transaction.

A. 0% Merchant Liability. Subject to the terms and conditions herein and unless Merchant selects the 100% Merchant Liability Option described in Section 29.C. below, thereby rejecting the guarantee set forth in this Section 29.A., for each ACH Transaction presented by Merchant's Customer to Merchant at Merchant's Authorized Location(s) ("Face-to-Face ACH"), via the telephone ("Tel ACH Transactions"), or via the Internet ("WEB ACH Transactions") that is dishonored by Customer's financial institution, Global Check agrees to fund Merchant for the lesser of (i) the face amount of the Source Document, or (ii) the applicable Guarantee Limit set forth herein.

B. Source Document Requirements. Global Check's obligation to fund or reimburse Merchant for any returned or rejected ACH Transaction is limited to transactions in which the ACH Transaction and/or the physical check and/or, in the case of a Tel or WEB ACH transaction, the verbal communication of the consumer's bank routing and account numbers and other relevant information thereto (collectively "Source Document") meets all of the following requirements:

1. Source Document is accompanied by Customer identification verifying that the Customer is authorized to negotiate the same;
2. Authorization must be based on a MICR number one appearing on the Source Document;
3. Source Document must be drawn on U.S. financial institution that is not subject to closure or government-imposed withdrawal restrictions at the time of the transaction, payable in U.S. currency, and must not be fraudulent, lost, stolen, or counterfeit;
4. Source Document must not be presented by Merchant, or its officers, directors, employees or agents or any of their family members;
5. Source Document must not have been materially altered or accepted by Merchant or its employees if they knew or should have known that the Source Document would be dishonored or that the identification presented by Customer was fraudulent;
6. Source Document must not be resubmitted, given as a substitute for a previously presented Source Document, or exchanged for cash or a refund of payment;
7. Goods purchased with the Source Document must be concurrently provided to purchaser and must not be (i) subsequently returned by Customer, (ii) not delivered to Customer, (iii) subject to any dispute, set-off, or counterclaim, or (iv) repossessed by Merchant or lien holder;
8. Multiple Source Documents presented by the same Customer in the same day may not be used to circumvent the Guarantee Limit;
9. The Source Document must not be a third-party check, unless it is for the purchase of a vehicle and the third-party Customer presenting the check is (x) a person whose name also appears on the title of the vehicle being purchased, or (y) an immediate family member of the purchaser, as verified by Merchant;
10. Single Source Document permitted per transaction and all goods, and/or services purchased in a single transaction must appear in the total on a single sales receipt, provided however that recurring ACH Transactions for a service contract warranty, or similar use constitute separate transactions; and
11. The following items are not acceptable as source documents:
 - i. Credit card checks, starter checks, payroll checks, counter checks, cashier's checks, or sight drafts;
 - ii. Paper checks containing Auxiliary On-Us Field in the MICR line (i.e., 9-inch business checks), as described in the NACHA Operating Rules and Operating Guidelines ("Business Checks");
 - iii. Obligations of a financial institution (e.g., travelers checks, money orders, etc.);
 - iv. Drafts drawn on a state or local government that are not payable through or at a participating depository financial institution;
 - v. Drafts drawn on the Treasury of the United States, a Federal Reserve Bank, or a Federal Home Loan Bank;
 - vi. Source Documents lacking on their face a machine-readable MICR number encoded with Customer's routing, account, and check serial information; or

viii. Source Document(s) written in an amount in excess of \$25,000.00 ("Guarantee Limit").

C. 100% Merchant Liability Option.

BY SELECTING 100% MERCHANT LIABILITY OPTION ON SCHEDULE A OF THE MERCHANT APPLICATION, MERCHANT DECLINES THE 0% MERCHANT LIABILITY DESCRIBED AND PROVIDED FOR IN SECTION 29.A. HEREOF. MERCHANT ACKNOWLEDGES AND AGREES THAT GLOBAL NEITHER GUARANTEES THE PAYMENT OF, NOR REIMBURSES DISHONORED ACH TRANSACTIONS PROCESSED PURSUANT TO THIS AGREEMENT. MERCHANT FURTHER ACKNOWLEDGES AND AGREES THAT GLOBAL SHALL NOT BEAR ANY RISK OR LIABILITY FOR LOSSES (INCLUDING ANY ASSOCIATED FEES, PENALTIES, OR CHARGES) THAT MAY OCCUR AS A RESULT OF AN ACH TRANSACTION THAT IS RETURNED AS UNPAID OR CHARGED BACK FOR ANY REASON.

1. 100% Merchant Liability Chargebacks. Notwithstanding any other language to the contrary contained in this Agreement, in the event that Merchant selects the 100% Merchant Liability Option, thereby declining the guarantee described and provided for in Section 29.A. hereof, Global reserves the right to charge back Merchant and debit Merchant's financial institution account for any ACH Transaction submitted to Global for processing pursuant to this Agreement that is returned as unpaid for any reason and/or that fails satisfy any one or more of the requirements set forth in Section 29.B. hereof or for which Merchant or the ACH Transaction does not comply with the requirements of Sections 29.B., D-M hereof, as applicable.
2. Reserve Account. In the event Merchant selects the 100% Merchant Liability Option, thereby declining the guarantee described and provided for in Section 29.A. hereof, at any time, Global may, at its option, establish a reserve account to secure the performance of Merchant's ACH obligations under this Agreement ("ACH Reserve Account"). The ACH Reserve Account may be funded, at Global's sole discretion, through any or all of the following: (a) Direct payment by Merchant -- upon the request of Global, Merchant will deposit funds in the Reserve Account; (b) The proceeds of the Services; or (c) The transfer by Global into the ACH Reserve Account of funds withdrawn from any accounts, including certificates of deposit, maintained by Merchant or Merchant's guarantor, if any, with any designated depository or other financial institution. Merchant and Merchant's guarantor hereby grants Global a security interest in all said accounts and authorizes Global to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant and Merchant's guarantor hereby instruct said financial institutions to honor any requests made by Global under the terms of this provision. Merchant and Merchant's guarantor will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global. Merchant hereby agrees that Global may deduct from this ACH Reserve Account any amount owed to Global in accordance with this Agreement. Any funds in the ACH Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights pursuant to Section 29.C.1. hereof and (b) the period necessary to secure the performance of Merchant's obligations under this Agreement, which holding period may extend beyond termination of this Agreement. The Merchant will not receive any interest on funds being held in a ACH Reserve Account. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Agreement, maintain the sum of at least five percent (5%) of gross sales for the 90 day period prior to termination to be held in a ACH Reserve Account in accordance with the terms of this Agreement. Global may, at its discretion upon termination of this Agreement, require that the Merchant maintain more than five percent (5%) of gross sales for the 90 day period prior to termination in an ACH Reserve Account.

D. Face-To-Face ACH Transactions.

1. General. Merchant shall use Global Check's proprietary Global Transport Virtual Terminal platform to submit the ACH Transaction data to Global Check and to obtain either an Authorization or a decline for the ACH Transaction. Upon Authorization, Merchant shall mark the Source Document as void or cancelled and return the Source Document to the Customer, along with a true and complete copy of the ACH Transaction receipt. For ACH Transactions that are declined by Global Check, Merchant shall immediately present to Customer a card in the form prescribed by Global Direct. Merchant agrees to perform on a daily basis a settlement (or deposit) on each point-of-sale terminal used for ACH Transaction Services.
2. Transaction Receipts. Customer presenting the source document must sign the ACH Transaction receipt in the form approved by Global Check. Merchant acknowledges that the Customer's authorization on the ACH Transaction receipt permits Global Check to (i) initiate an ACH debit against the Customer's account, (ii) reinitiate an ACH debit entry where the original ACH Transaction is returned by Customer's financial institution, and (iii) assess a collection fee against the Customer. Merchant agrees to maintain the Customer's authorized ACH Transaction receipt for a minimum of two (2) years from the date of the ACH Transaction or for the period specified by NACHA rules or other applicable rules or regulations, whichever is longer. In the event of a Customer dispute regarding authorization, validity or accuracy of the ACH Transaction, Merchant shall produce within seven (7) days of the date of Global Check's request, either the original or a legible copy of the ACH Transaction receipt to Global Check. The receipt must be received in its completed state and signed by the Customer. Global Check may charge back Merchant in accordance with Sections 5 and/or 29.G. for Merchant's failure to comply with this subsection. Merchant agrees that Global Check may, upon reasonable notice and during normal business hours, audit Merchant for its compliance with this subsection.

E. Tel ACH Transactions.

1. General. Merchant may only accept a Tel ACH Transaction if Merchant obtains the Customer's oral authorization to process the Tel ACH Transaction via the telephone during a Customer-initiated the telephone call to Merchant. Merchant may not obtain voice or Interactive Voice Response (IVR) authorization from Global Check for a Tel ACH Transaction. During the telephone call with the Customer, Merchant must disclose/confirm the following to Customer: (i) the date on or after which the Customer's account will be debited; (ii) the amount of the debit entry to the Customer's account; (iii) the Customer's name; (iv) a telephone number available to the Customer and answered during normal business hours for Customer inquiries; (v) the date of the Customer's oral authorization; and (vi) a clear statement by Merchant that the authorization obtained from the Customer will be used to originate an ACH debit entry to the Customer's account.
2. Tel ACH Transaction Receipts. Merchant must state to Customer that confirmation of Authorization will be provided to Customer in writing. Merchant must provide, or have provided, notice to Customer of such authorization prior to the settlement date of the Tel ACH Transaction. Notice may be sent to Customer in written form or, when available, via electronic mail (e-mail). This notice must contain the same information as is required to be disclosed to Customer during the telephone call (items (i) - (vi) from Section 29.E.1.) above) and must be retained by Merchant, or on its behalf, for a period of two (2) years from the date of authorization. In the event that the Customer disputes authorizing the Tel ACH Transaction or the validity or accuracy of the Tel ACH Transaction, Merchant shall, upon request by Global Check, produce within seven (7) days of the date of the request, either the original or legible copy of the Tel ACH Transaction receipt to Global Check. The receipt must be received in its completed state. Global Check may charge back Merchant in accordance with Sections 5 and/or 29.G. for Merchant's failure to comply with this subsection. Merchant agrees that Global Check may, upon reasonable notice and during normal business hours, audit Merchant for its compliance with the same.
3. Prior to submitting the Tel ACH Transaction Merchant must use commercially reasonable efforts to verify (e.g., through the use of databases and directories) Customer's: identity, address, and telephone number and the financial institution routing number.
4. At all times during the term of this Agreement, Merchant agrees to follow any instructions, policies, or procedures regarding the Tel ACH Transactions provided from time to time to Merchant by Global Check. Merchant must comply with all laws, rules and regulations applicable to originators of Tel ACH Transactions (as "originator" is defined in the NACHA Operating Rules and NACHA Operating Guidelines), including, but not limited to, the NACHA Operating Rules and Guidelines, the Electronic Funds Transfer Act, and Regulation E. Merchant also acknowledges and agrees that no Tel ACH Transactions will be initiated that violate the laws of the United States.

F. WEB ACH Transactions.

1. Merchant will host the website on which WEB ACH Transactions will be initiated by Customers via the Internet as set forth herein. Merchant must afford each Customer the opportunity to read the authorization language displayed on a visual display prior to accepting a WEB ACH Transaction. Merchant must prompt the Customer to print the authorization and retain a copy and must provide the Customer with a hard copy of the authorization upon request. Merchant must employ an authentication mechanism that confirms Customer's assent and identity (e.g., digital signatures, PINs, or confidential identification information). Merchant's authorization language must be readily identifiable as a debit authorization and clearly and conspicuously state its terms. Merchant must clearly and conspicuously state the transaction dollar amount, Customer's financial institution and account

number, the financial institution's routing number, the effective date of the transaction. Merchant must retain records of all revoked authorizations for a period of at least two (2) years following revocation.

2. Merchant warrants that for each entry for which any banking information is transmitted or exchanged between a Customer and Merchant or Merchant and Global via an unsecured electronic network, prior to key entry and through transmission of any banking information: (i) the banking information is encrypted using a commercially reasonable security technology that, at a minimum, is equivalent to 128-bit RC4 encryption technology; or (ii) the banking information is transmitted or received via a secure session using a commercially reasonable security technology that, at a minimum, is equivalent to 128-bit RC4 encryption technology. Merchant must conduct annual audits to ensure that the financial information it receives from Customers is protected by security practices and procedures that include, at a minimum, adequate levels of (i) physical security to protect against theft, tampering or damage, (ii) personnel and access controls to protect against unauthorized access and use, and (iii) network security to ensure accurate capture, storage and distribution of information.
3. Prior to submitting the WEB ACH Transaction, Merchant (for itself or through a third-party) must use commercially reasonable efforts to verify (e.g., through the use of databases and directories) Customer's: identity, address and telephone number, and the financial institution routing number. Merchant must employ a commercially reasonable fraudulent transaction detection system to each WEB ACH Transaction.
4. At all times during the term of this Agreement, Merchant agrees to follow any instructions, policies, or procedures regarding the WEB ACH Transactions provided from time to time to Merchant by Global. Merchant must comply with all laws, rules and regulations applicable to originators of WEB applications (as "originator" is defined in the NACHA Operating Rules and NACHA Operating Guidelines), including, but not limited to, the NACHA Operating Rules and Guidelines, the Electronic Funds Transfer Act, and Regulation E. Merchant also acknowledges and agrees that no WEB ACH Transactions will be initiated that violate the laws of the United States.

G. ACH Chargebacks. Notwithstanding any other language to the contrary contained in this Section, after funding Merchant for the face amount of a Source Document, Global Check reserves the right to reverse the ACH credit to Merchant or debit any Merchant Account listed in the Application ("Chargeback") the full amount of any such ACH Transaction in any of, but not limited to, the following circumstances:

1. The ACH Transaction duplicates charges, resulting in an overcharge;
2. No ACH debit was initiated against the Customer's account in connection with an ACH Transaction;
3. The ACH Transaction receipt was materially altered or the identification used for authorization was forged, altered, or did not belong to the Customer; or
4. Merchant or the Source Document fails to comply with any of the terms and conditions contained in this Agreement.

H. Fees.

1. General. In consideration for the ACH Transaction Services, Merchant shall pay the fees set forth in the Application, Schedule A and further described below:
 - i. Discount Rate Fee, calculated by multiplying the Discount Rate by the face amount of each Source Document submitted for Authorization, regardless of whether ultimately authorized by Global Check. If the calculated Discount Rate Fee for a given Source Document is less than the Minimum ACH Fee in this Agreement, the Discount Rate Fee for such ACH Transaction shall be increased to the Minimum ACH Fee;
 - ii. Transaction Fee for each ACH Transaction submitted for Authorization, regardless of the manner in which the request is submitted;
 - iii. Copy Fee for each copy of a non-compliant Source Document that Global Check sends to Merchant at Merchant's request;
 - iv. The greater of the Minimum Monthly Fee and the Total Fees incurred in a particular month, where "Total Fees" equals the Discount Rate Fees (including, the Minimum ACH Fee, as applicable) and Transaction Fees incurred by Merchant for the applicable month;
2. Taxes. In addition, Merchant will be charged an amount equal to any taxes, however designated, levied, or based, on the purchase, sale, lease, ownership, possession, use, or control of the equipment, ACH Transaction Services, or the above charges, including state and local taxes paid or payable by Global Check, excluding any federal, state, or local taxes based on Global Check's net income.
3. Auto-debit. Merchant hereby authorizes Global Check to debit the Merchant's direct deposit account on a periodic basis for the fees imposed pursuant to this Agreement. Merchant agrees to provide a voided business check to Global Check to allow for proper coding of its bank routing/transit number and direct deposit account number. Merchant further agrees to complete any documentation required by its financial institution in order to effect such debits. Merchant warrants that the Merchant Account is held by a financial institution that is a member of the ACH Network.
4. Offset. Global Check shall have the right to offset any amounts due to Global Check (or any of its parents, subsidiaries, or affiliates) against any amounts due to Merchant under this Agreement.
5. Service charge. If Global Check is unable to collect amounts owed to it via the means set forth in the preceding paragraph, Merchant shall pay to Global Check all unpaid amounts immediately upon receipt of notice, and agrees further to pay the lesser of a one and one-half percent (1½%) per month service charge or the maximum allowed by law on all amounts that are not paid within thirty (30) days following receipt of any notice. Merchant agrees to reimburse Global Check for all costs and expenses, including reasonable attorney's fees, incurred by Global Check in enforcing or defending this Agreement or actions taken pursuant to this Agreement including, but not limited to, the collection of any amounts due to it under this Agreement.

I. Assignment Of Source Documents. Upon Global Check's initiation of an ACH credit to the Merchant Account for an ACH Transaction submitted by Merchant, Merchant assigns to Global Check, without recourse, all of Merchant's right, title and interest in the Source Document, including any rights to damages, penalties, fines, and fees permitted under applicable law and including the entire amount of the Source Document even if such Source Document exceeds the Guarantee Limit. If payment on the Source Document is refused by Customer's financial institution and the amount of the Source Document is not charged back to Merchant under this Agreement, Global Check shall seek to collect, on its own behalf, all amounts collectible by law from Customer. Merchant shall cooperate fully with Global Check in its pursuit of such rights, including executing and delivering all necessary endorsements, instruments, or documents, suing or prosecuting the Customer under all applicable laws, and taking any other reasonable measures to secure or defend such rights.

J. Recovery. For any Source Document that has a face amount in excess of the Guarantee Limit that has been assigned to Global Check hereunder, Global Check shall pay to Merchant any portion of such face amount recovered by Global Check that exceeds the Guarantee Limit, after Global Check's deduction of expenses of collection, including attorneys' fees. Merchant shall have no right to attempt to collect any such excess on its own behalf. Notwithstanding anything to the contrary herein, Global Check shall be entitled to collect from Customer the amount of the Source Document and to retain all amounts recovered, plus all collection fees and expenses and exemplary and punitive damages allowed by state law.

K. Notification of Payments Received. Merchant shall notify Global Check's Merchant Services Department immediately by telephone of any payment received directly on a Source Document that has been assigned to Global Check. Said notification shall include the Customer's identity. Global Check shall debit the Merchant Account for any such amount if Merchant has already been paid for such Source Document by Global Check.

L. Service Charge Notice. Global Check shall provide Merchant with an appropriate service charge notice for each Authorized Location. Merchant shall display such notice in a prominent location at the point-of-sale to ensure that each Customer has seen such notice.

M. Authorization & Suspension of Performance. Global Check may deny Authorization of an ACH Transaction for reasons other than derogatory information relating to the Customer. Merchant should exercise its own judgment in determining whether or not to accept an ACH Transaction request and should not draw any adverse inferences or conclusions about the Customer's creditworthiness if Global Check declines Authorization. Global Check may suspend its performance immediately and without notice, including the processing of ACH Transactions previously authorized and the initiation of ACH credits and debits, during any period in which (i) Merchant's account is delinquent, (ii) Global Check is performing a risk assessment; or (iii) Merchant is in breach of this Agreement.

N. Indemnity. Merchant shall indemnify and hold Global Check harmless from and against any and all liabilities, losses, damages, disputes, offsets, and expenses relating to claims asserted against Global Check by any Customer of Merchant relating directly or indirectly to any ACH Transaction or request therefor, any ACH Transaction Service provided hereunder, any breach of this Agreement by Merchant, or the misuse of Global information (including but not limited to any information contained in Global's database) by Merchant and/or Merchant's employees, or affiliates, provided that such liability is not the result of Global's own gross negligence or willful misconduct.

30. DISCOVER PROGRAM MARKS.

Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

31. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Card Services Agreement and related documents, (2) you consent and intend to be bound by the Card Services Agreement and related documents, and (3) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

By pressing Submit, you agree (i) that the Card Services Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Card Services Agreement and related documents, (iii) that you have the ability to print or otherwise store the Card Services Agreement and related documents, and (iv) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

32. NON-QUALIFIED SURCHARGES/OTHER FEES.

Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to non-qualified surcharges (NQS) that are billed back to you on your monthly statement. The most predominant market sectors and applicable non-qualified surcharge rates appear below. Most non-qualified surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some non-qualified surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card, Discover Rewards Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur NQS. For more information concerning NQS and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dantage (GA@) for transaction detail review.

The items listed in this Section 31 are not and are not intended to be a comprehensive list of all instances in which non-qualified surcharges may apply. Non-qualified surcharges may apply in additional situations. All non-qualified surcharges include additional fees assessed by the applicable card association and Member or Global Direct.

In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, as follows:

Merchant will also be assessed (a) Cross-Border fees and a U.S. Acquirer Support fee for international MasterCard and Maestro transactions, (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions, and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. MasterCard, Maestro, Visa, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.

Merchant will also be assessed per transaction access fees for Visa, MasterCard and Discover transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct.

Merchant may also be assessed a PCI fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard.

Merchant will also be assessed the following fees on Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, and the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization. These fees will be displayed as separate items on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.

NON-QUALIFIED SURCHARGES FOR PREDOMINANT MARKET SECTORS

Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card and all Commercial Cards, will be priced at the rate quoted plus the non-qualified rate quoted in the Merchant Application

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or

Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring NQS.

Restaurant Electronic Merchant

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, and MasterCard World Elite Card will be priced at the rate quoted plus the non-qualified rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the non-qualified rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

Supermarket Electronic Merchant

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite and commercial cards, will be priced at the rate quoted plus the non-qualified rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale.
- Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Developing Market Electronic Merchant

If you qualify as a Developing Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, and MasterCard World Elite Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the non-qualified rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the non-qualified rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system.
- Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "Direct Marketer" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

Direct Marketer Electronic Merchant

If you are a Direct Mail/Telephone Order Merchant (non-magnetic swipe read transactions), and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, and MasterCard World Elite Card will be priced at the rate quoted plus the non-qualified rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9 digit postal code.
- CID verification for Discover merchants on non-recurring transactions.
- Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid NQS. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid NQS. Please refer to Card Acceptance Guide for additional requirements.

Purchase Card Electronic Merchant

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the non-qualified rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the non-qualified rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, and MasterCard World Elite Card, will be priced at the rate quoted plus the non-qualified rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address.
- Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction.
- Send tax amount with every transaction.

- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

Lodging/Auto Rental Electronic Merchant

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, MasterCard Rewards Card, MasterCard World Card, MasterCard World Elite Card will be priced at the rate quoted plus the non-qualified rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the non-qualified rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount.
- Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid NQS. Lodging merchants who (1) accept credit cards for advance payment; (2) guarantee reservations using a credit card; or (3) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid NQS. These transactions may also be subject to the rate quoted plus the non-qualified rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

TouchTone Capture Merchant

Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the non-qualified rate quoted in the Merchant Application.

Paper Deposit Merchant

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

Debit Card Merchant

Each debit card transaction will be assessed the network’s acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

Card Present: / Mag Stripe Failure:

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and NQS.

The foregoing information regarding NQS is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments, Customer Service Center, 10705 Red Run Blvd., Owings Mills, Maryland 21117, or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

For Member contact:

HSBC Bank USA, National Association	American State Bank
Merchant Support Group	Attn: Merchant Division
P.O. Box 3263	P.O. Box 1401
Buffalo, NY 14240	Lubbock, TX 79408-1401
716-841-6360	806-767-7000

Debit sponsorship provided by Wells Fargo Bank N.A.



globalpayments

Global Payments Credit Card Processing and Services Agreement

We are now partnering with Global Payments Direct, Inc and HSBC Bank USA, National Association, Buffalo NY (together, "Global") who will transmit your daily Visa and Master Card deposits to your checking account. The bank deposit for Visa and MasterCard funds will read "Global".

Please sign the bottom of this form and return it to us immediately as confirmation of understanding these terms and conditions in addition to verifying your checking account. This will allow for uninterrupted daily funding.

Town of Lee understands that Interware Development Company, Inc. dba EB2Gov.com will continue to provide customer support and billing associated technology services. Town of Lee has read, understands and agrees to be bound by the terms and conditions of the Card Services Terms and Conditions attached hereto, which is hereby incorporated by reference and may be modified or amended from time to time, and Town of Lee further understands and agrees that it is a "Merchant" as defined in the Card Services Terms and Conditions. Town of Lee hereby agrees to authorize Global to fund a bank account, which is designated below. Global Payments will debit an account owned and designated by Interware Development Company, Inc. dba EB2Gov.com for the discount fees and other charges incurred in connection with Town of Lee card processing. Global Payments will debit an account owned and designated by the Town of Lee: (1) for all chargebacks and adjustments; (2) for arbitration fees, fines, penalties, etc. charged by the associations incurred as a result of Town of Lee card processing; and (3) for any other amounts described in the Card Services Terms and Conditions. Town of Lee understands that by continuing to accept Visa, MasterCard and Discover for payment, Town of Lee is authorizing Global to make direct deposit of Visa, MasterCard and Discover funds into an account designated by Town of Lee and is agreeing to be bound by the terms and conditions of the Card Services Terms and Conditions.

By: _____ Merchant Number: _____

Name: _____ DBA Name: _____

Title: _____ ABA Routing: _____

Date: _____ DDA Account: _____

Federal ID # _____

IDC WEB SERVICES Agreement

Attachment A - Selected Services

The Term of Service shall be from _____ or the date of the first transaction using IDC services, whichever shall occur last, through _____, or one year from the date of the first transaction using IDC services, whichever shall occur last.

Per the EB2Gov Agreement 1.c Other e-services – Client hereby subscribes to other IDC e-services also known as EB2Gov services. This Appendix includes all EB2Gov products including any payment type the Client chooses to collect online including but not limited to: E-Reg (Auto Registrations online); ELI (Dog Licenses online); Property Tax payments; Utility Billing Payments; Beach Passes; Recycle Center Stickers; Parking Fines; Parks and Recreation Payments; Transfer Station; Vitals online, etc.

IDC Payment Types:

Credit/Debit Card or ACH (Automatic Clearing House):

\$ 1.50 per transaction performed online via EB2Gov ONLY plus;

**Credit/Debit Card – over-the-counter or online
 monthly/yearly/one-time fees are waived
 charges to citizens at 2.95% / \$1.50 minimum of total base charge(s)
 Separate Merchant agreement is required**

**ACH (Automatic Clearing House) – over-the-counter (with IDC virtual Terminal) or online
 \$ 1.50 flat fee per online shopping basket on EB2Gov
 monthly/yearly/one-time fees are waived
 charges to citizens at \$1.50 minimum
 Separate Merchant agreement is required**

IDC will absorb all set up fees monthly fees and yearly fees associated with the Client’s merchant account including, credit card assessment fees, PCI Compliance fees, credit card interchange fees, per item fees.

Service / Item	Description	One Time	Annual
ClerkWorks	To facilitate E-Reg, mail in, estimates & email notices (aka E-Reg Client)	N/A	N/A
Card Swipes	To facilitate over the counter credit card payments (1 at no cost)	No Charge	
	Additional card swipes charged at \$80.00 each	80.00	
Receipt Printer	Epson Receipt / Validator TM325U – Quantity 2 @ \$375.00 each Optional		
	Total	\$ 80.00	

Total **\$ 380.00**– Payment due upon invoice

Pricing subject to change.

IDC
 Interware Development Company, Inc.

Client
 The Town of Lee, NH

By: _____

By: _____

IDC WEB SERVICES AGREEMENT

This Agreement (the Agreement) dated as of this _____ day of _____ 201____ (the Effective Date) is made and entered into by and between Interware Development Company, Inc. (hereinafter referred to as IDC, including dba EB2Gov and EPay2Gov), a corporation with an address at 22 Gregory Street, Mont Vernon, NH 03057 and **The Town of Lee**, (hereinafter referred to as Client), an entity with an address of **7 Mast Road, Lee, NH 03861**.

WHEREAS, IDC provides web based and over the counter applications facilitating the processing of financial transactions between the Client and its customers; and

WHEREAS, The Client desires to utilize the services more specifically articulated in Attachment A attached hereto and made a part hereof; and

NOW Therefore, In consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICE

a. General

IDC shall provide web software and/or services as listed in Attachment A. Some of these services may include credit card, debit card and ACH transactions. Credit card rates assessed to Client's customers shall be at the rates outlined on Attachment A. Certain web services of IDC involve documentation such as Registration Forms, Certificates and Licenses. The parties acknowledge and understand that IDC, EPAY2Gov and EB2Gov DO NOT GENERATE OFFICIAL DOCUMENTS OF ANY KIND. ACTUAL PERMITS OR LICENSES ARE GENERATED IN THE SAME MANNER AS ANY OTHER NORMAL TRANSACTION.

b. Other E-Services

IDC may offer other e-services from time to time. Clients may subscribe to these additional e-services by way of attachments hereto.

c. Payment / Funding

Payment for services is collected directly from the citizen via a convenience fee. This convenience fee is deposited into an IDC bank account. IDC is responsible for fees due to payment processor to facilitate the credit card and ACH transactions unless otherwise specified in Attachment A. IDC uses multiple back end credit card processing companies. IDC does not handle any funding or the depositing of funds or the withdrawal of funds into any IDC or any Client bank account(s). All funding, withdraws, deposits are done by the merchant payment processor.

2. IDC RESPONSIBILITY

- a. Maintain the IDC web-services and other web-based management software running on IDCs web server with a subset of the relative data.
- b. Provide the necessary support, installation and training for the Client to administer any required IDC Web Service. Standard setup and training is provided via the internet and telephone. On-site setup and training is optional at the request of the client and the cost will be quoted separately.
- c. Provide the Client with online records of pending / processed payments made by customers via the Internet or over-the-counter.
- d. Maintain web-servers necessary to facilitate IDC Web Services to Clients and its customers.
- e. To ensure that convenience fee is displayed to the customer prior to processing payment. Customer will have the option of canceling the transaction at this point or accepting and processing the payment amount.
- f. IDC acknowledges that as a service provider IDC is responsible for the security of cardholder data that IDC may possess.

3. CLIENT RESPONSIBILITY

- a. Charge to customer using all the services anticipated by this agreement including the appropriate fees as outlined on exhibits attached hereto and made a part hereof.
- b. Remit to IDC charges set forth in the Attachment no later than 30 days. Failure to do so may result in the termination of service for Clients and its customers.
- c. Maintain the equipment and supplies necessary to complete the services anticipated in this agreement. This may include but is not limited to computer equipment, printers and internet connectivity.
- d. Process and mail any necessary paperwork to customer in compliance with the governing laws.
- e. Operate IDC Web Services and other services anticipated in this agreement as instructed and in accordance with all applicable laws.
- f. Assist in the promotion IDC Web Services anticipated by this agreement including such things as local press release, inclusion in mail-in documents, counter handouts, link on Client Web site, etc.
- g. PCI Compliance at the Merchant level deemed by the PCI Compliance industry

4. INDEMNIFICATION

In cases where IDC Web Services involve documents that are to be provided to the Client’s customer, Client assumes full responsibility for the generation of such documents. These documents include, but are not limited to receipts printed, permits issued and any other documents that may result from these transactions. It is the Clients’ responsibility to make sure that all calculations are correct and that the customer receives the necessary documentation in a timely manner. Client indemnifies IDC against any and all claims from any customer or other third party arising as a result of using IDC Web Services.

5. TECHNICAL SUPPORT, MAINTENANCE

This agreement entitles the Client to technical support, maintenance, upgrades for software that may be provided by IDC.

6. TERMINATION

This agreement may be terminated by either party upon written notice after the initial Term of Service specified in Schedule A. Notice shall be provided as follows:

From Client to IDC:

Interware Development Company, Inc.

22 Gregory Street
Mont Vernon, NH 03057

From IDC to Client:

The Town of Lee

7 Mast Road
Lee, NH 03861

7. RENEWAL

This agreement will automatically renew annually in-perpetuity unless terminated by either party as set forth in section 6.

8. OWNERSHIP

IDC shall retain all rights and all materials developed by IDC and any inventions, creations and improvements whether or not patentable or copyrightable, conceived or made in connection with the performance of its obligations hereunder, even if modifications or enhancements are paid for by the Client, unless a separate agreement relating to any such software is secured. Any and all software or other intellectual property delivered to the Client per this Agreement shall be subject to the conditions specified within this Agreement and shall be considered the intellectual property of IDC.

The Client hereby agrees and acknowledges that all rights, title and interest, including without limitation all proprietary rights to all patents, copyrights, trademarks, trade secrets and all other intellectual property of any nature, in and to the Licensed Programs in whatever form, including any written documentation and other material explaining in or referring to such Licensed Programs, and including any modifications, enhancements and derivative works of the Licensed Programs made by or for IDC or for the Client shall belong to and remain solely and exclusively the property of IDC.

9. NOTICE

Any notices required or permitted hereunder shall be given in writing, via certified mail, or next day express delivery service, at the address of each party set forth in paragraph 6 of this agreement, or to such other address as it shall designate by written notice to the other party in the manner contemplated herein, and will be deemed served when delivered or, if delivery is not accomplished by reason of some fault of the addressee, when tendered.

10. GOVERNING LAW

This Agreement shall be construed in accordance with, and its performance and the rights and obligations of the parties hereunder governed by, the laws of the State of New Hampshire.

11. MISCELLANEOUS

No modifications of this Contract will be effective unless it is in writing and is signed by both parties. This Contract binds and benefits both parties and any successors. Time is of the essence of this contract. This document, including any attachments, is the entire agreement between the parties.

12. PCI COMPLIANCE

- a. The Client is responsible for maintaining PCI compliance. All merchants must comply with the requirements of the Payment Card Industry Data Security Standards (“PCI DSS”). Payment processors require Level 4 merchants (determined based on transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (60) days after the account approval. Any merchant that has not validated PCI DSS compliance within ninety (60) days after account approval, or in subsequent years on or before the anniversary date of account approval, will be charged a monthly non-compliance fee for each MID until the Payment process is provided with validation of compliance. Merchant may be eligible for Data Breach Coverage following account approval and PCI DSS compliance validation.
- b. Per PCI DSS compliance, Client will list IDC as a service provider.
- c. Per PCI DSS compliance, IDC, as a service provider, is responsible for the security of cardholder data that IDC may possess.
- d. Per PCI DSS compliance Client acknowledges that there is an established process for engaging services providers, including proper due diligence prior to engagement was adhered to. This may include checking IDC PCI Compliance Certificate via the following web site:
- e. Per PCI DSS compliance Client may have a program in place to monitor service providers' PCI DSS compliance status by way of a published IDC web site: www.interwaredev.com/about-us/pcicertificate.pdf

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first written below

IDC
Interware Development Company, Inc.

Client
Town of Lee

By: _____
Sandra J. Rowe, President

By: _____

Title: _____

Date: _____

Date: _____

State of New Hampshire



JOHN J. BARTHELMES
COMMISSIONER OF SAFETY

DEPARTMENT OF SAFETY
DIVISION OF MOTOR VEHICLES
JAMES H. HAYES SAFETY BUILDING
33 HAZEN DRIVE, Concord, NH 03305
TDD Access: Relay NH 1-800-735-2964

MUNICIPALITY SPONSORED INTERNET REGISTRATION RENEWAL SYSTEM AGREEMENT

This Agreement is entered into this _____ day of _____, by and between the New Hampshire Department of Safety, Division of Motor Vehicles, and Office of Information Technology (hereinafter referred to as Department) and _____ (hereinafter referred to as Agent), to implement the Municipality Sponsored Internet Registration Renewal System, in order to provide a method for the Agent to provide its citizens with an option to renew their motor vehicle registrations through the Agent sponsored web site, designed and operated by the Agent or its vendor.

1. For and in consideration of the mutual covenants and terms contained in this Agreement, the Department agrees to allow the Agent to participate in the implementation of the Municipality Sponsored Internet Registration Renewal System (MSIRRS). This agreement shall be considered an Addendum to the Municipal Agent Agreement currently in effect.
2. The Department and the Agent agree to the following requirements:
 - (a) Prior to participation in the MSIRRS, all clerks of the Agent, who utilize motor vehicle data, shall attend Privacy Training, conducted by the Division of Motor Vehicles.
 - (b) All data captured shall be secure, encrypted and kept confidential.
 - (c) All data captured shall only include the last four characters of the VIN, date of birth, plate number and plate type for privacy reasons.
 - (d) A synchronization shall be done with the Internet records daily. These transactions must be processed by the Agent on the day they are synchronized, and included in the daily "Municipal Internet Registration" report.
 - (e) The renewal web site should clearly be identified as the Agent's web site. The web site must have downloading ability and reporting/administrative functionalities, such as updating Agent information.
 - (f) The Agent web site must direct any questions to the Agent, not the Department.

- (g) There must be a very clear warning notice at the beginning of the online registration process, stating the following: “This Registration is not valid until you receive your Decals and Registration form”. The same warning notice shall also appear at the end of the process as well as on any confirmation messages.
- (h) The Department must have the ability to manually and electronically flag delinquent registrations that should not be renewed due to license suspension, short slip, etc. A delinquent report must be available and contain the following: the date when the flag was set, whether the flag was set manually or electronically, and whether the Department or the Agent set the flag.
- (i) The daily report shall contain the following information and ALL fees shall be clearly detailed:
- Name of registrant
 - Vehicle(s) registered, identified by plate number and plate type
 - Date of transaction
 - Fees charged: Town registration fee, Agent fee, “Municipal Internet Registration” fee (amount for town and vendor), State registration fee, and any additional fees
 - An indicator for the payment method - facilitated check creation or credit card
- (j) The “State of New Hampshire Returned Check Policy” must be added to the web site clearly stating the procedure of electronic transactions from the citizen's checking account.
- (k) The facilitated check creation shall contain the following information:
- Check dollar amount, name, check number, bank name and date
 - Validated bank routing number and bank account
 - Check made payable to “State of New Hampshire – DMV”
 - Amount automatically filled out by software after renewal amount is determined
 - Name of registrant
 - Vehicle(s) plate number
 - Endorsement on back of check indicating:
 - For Deposit Only
 - DOS-MV XXXX
 - For Returned Items
 - >211475000<
 - If you are a single check town/city then you must reflect your town/city banking
- (l) The registration document must detail the total of the Town fee and the total of the State fee.

- (m) The Agent must notify the Department of any check which has been returned due to insufficient funds on a weekly basis.
- (n) The MSIRRS shall verify that the citizen name and bank routing number is valid through available banking system services. If this condition is met with satisfactory reliability, the Department will continue to allow the Agent to deposit citizen checks to the State account on a daily basis, as is done currently.
- (o) The Agent must use the Department's current insufficient funds process.
- (p) Envelopes used to mail completed registrations to the owners must be imprinted with: "Do Not Forward – Return to Sender". The Department will not supply the envelopes.
- (q) Renewal registrations shall be processed for only those plate types that the Agent is already authorized by the Department to process.
- (r) The Department reserves the option to perform an IT review of the MSIRRS software and associated network security and topology for approval at any time during the term of the agreement.
- (s) The Agent shall identify any participating third party vendors to the Department.

**Department of Safety
Division of Motor Vehicles**

By: _____ Date _____
Director of Motor Vehicles

Agent

By: _____ Date _____

Title



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

Office Use Only

Meeting Date: 8/18/14

Agenda Item No. 6.

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
8/18/2014

Agenda Item Title: Calea Accreditation Update/Information Changes

Requested By: Chief Tom Dronsfield

Date: 8/14/2014

Contact Information: Tom Dronsfield tdronsfield@leenhpolice.org

Presented By: Chief Dronsfield/ Administrative Assistant Robin Estee

Description: Update the board on CALEA process changes, increase in fees, description of the work and time involved, discuss pros and cons of being Accredited and get an opinion from the board as to whether or not they would like us to proceed.

Financial Details: Enter Estimated Cost, if any, funding source, etc.

Legal Authority Enter underlying legal authority, usually NH RSA and/or Town Policy or Ordinance

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

REQUESTED ACTION OR RECOMMENDATIONS:

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

Memo

To: Thomas C. Dronsfield, Jr., Chief of Police
From: Robin Marie Estee, Administrative Assistant *Robin*
Date: August 13, 2014
Re: CALEA Costs

For budgetary purposes, and to show the actual cost of obtaining CALEA Accreditation, I am providing the below cost calculations and descriptions for your review.

CALEA: When the Lee Police Department decided to remain with CALEA, we were advised that there was a payment that was required. At that time, CALEA advised that Recognition was no longer an option for smaller agencies. CALEA only offers Basic Accreditation or Advanced Accreditation. We decided, at that time, that instead of remaining with Basic Accreditation, which included 70 (seventy) more standards than our prior Recognition, we would jump to Advanced Accreditation. The total cost, which was broken into 2 (two) payments, is \$5,256 (fifty-two hundred, fifty-six dollars). One of those non-refundable payments, of \$2,628 (twenty-six hundred, twenty-eight dollars), has already been made and is not included in the figures below.

CALEA: During the year that the Lee Police Department would be Accredited, CALEA will bill the agency \$5,500 (fifty-five hundred dollars) for the cost of the "On-Site" which includes paying for Assessors to come to the agency for 2-3 (two to three) days to review our files.

CALEA: After the Lee Police Department is awarded their Advanced Accreditation, there would be an Annual Continuation Fee due. That fee, as of right now, is \$3,470 (thirty-four hundred, seventy dollars) per year.

CACE-L: When the Lee Police Department started the Recognition process in 2007, we purchased the use of this CACE-L program. The annual subscription fee for this program is \$130 (one hundred thirty dollars). This program will not be supported by CALEA in the near future, so we would have to purchase PowerDMS.

PowerDMS: This is the program which would replace the CACE-L program so that all of the Accreditation work can be saved and accessed by the Assessors. There are 2 (two) separate programs that PowerDMS offers.

For just the CALEA Standards Program there is a cost that if paid up front, for an entire 3 (three) year period, would be \$3,215 (thirty-two hundred, fifteen dollars). This initial payment could be reduced by stretching the payment over three years. But, by stretching out the payments, we lose a percentage of a benefit by not paying the entire amount all at once. The payment structure would be \$1,950 (nineteen hundred, fifty dollars) for the first year and \$1,150 (eleven hundred, fifty dollars) for the next 2 (two) years.

Power DMS also offers a Training and Policy Program. This program would allow the Lee Police Department to save all of the Written Directives which could be accessed via the "Cloud". Additionally, there is a training portion to this program so that officers could obtain "roll call" training as often as we

decide. The cost of this program would be \$1,200 (twelve hundred dollars) for the first year and \$1,000 (one thousand dollars) for next 2 (two) years.

So the costs break down as follows:

For paying for the Standards Program all up front: FY 2014/2015

CALEA	\$2,628.00	Still outstanding from signing on to Advanced Accreditation
PowerDMS	\$3,215.00	To purchase the Standards Program for the full 3 (three) years
PowerDMS	<u>\$1,200.00</u>	To purchase the Training and Policy Program (annual fee)
TOTAL:	\$7,043.00	

FY 2015/2016

CALEA	0.00	No fees due until the year of the "On-Site"
PowerDMS	<u>\$1,000.00</u>	To purchase the Training and Policy Program (annual fee)
TOTAL:	\$1,000.00	

FY 2016/2017

CALEA	\$5,500.00	Estimated "On-Site" Fee
PowerDMS	\$1,000.00	To purchase the Training and Policy Program (annual fee)
Conference	<u>\$5,000.00</u>	Estimated cost to attend Conference to receive Accreditation Award
TOTAL:	\$11,500.00	

FY 2017/2018

CALEA:	\$3,470.00	Annual Continuation Fee (billed 1 mo. after Accreditation is awarded)
PowerDMS	\$2,415.00	To purchase Standards Program for full 3 (three) years
PowerDMS	<u>\$1,000.00</u>	To purchase the Training and Policy Program (annual fee)
TOTAL:	\$6,885.00	

GRAND TOTAL: \$26,428.00

The grand total listed above **does not** include personnel time and supplies. Additionally, these totals do not include any other incidental CALEA costs such as additional training, meetings, or if the cost of Accreditation goes up, which is a price set by CALEA.

If the PowerDMS program for Standards were to be paid annually versus buying it for the full 3 (three) year term, the budgets would be as follows:

For paying for the Power DMS Standards Annually: FY 2014/2015

CALEA	\$2,628.00	Still outstanding from signing on to Advanced Accreditation
PowerDMS	\$1,950.00	To purchase the Standards Program (annual fee with training cost)
PowerDMS	<u>\$1,200.00</u>	To purchase the Training and Policy Program (annual fee)
TOTAL:	\$5,778.00	

FY 2015/2016

CALEA	0.00	No fees due until the year of our "On-Site"
PowerDMS	\$1,150.00	To purchase the Standards Program (annual fee)
PowerDMS	<u>\$1,000.00</u>	To purchase the Training and Policy Program (annual fee)
TOTAL:	\$2,150.00	

FY 2016/2017

CALEA	\$5,500.00	Estimated "On-Site" Fee
PowerDMS	\$1,150.00	To purchase the Standards Program (annual fee)
PowerDMS	\$1,000.00	To purchase the Training and Policy Program (annual fee)
Conference	<u>\$5,000.00</u>	Estimated cost to attend Conference to receive Accreditation Award
TOTAL:	\$12,650.00	

FY 2017/2018

CALEA:	\$3,470.00	Annual Continuation Fee (billed 1 mo. after Accreditation is awarded)
PowerDMS	\$1,150.00	To purchase the Standards Program (annual fee)
PowerDMS	<u>\$1,000.00</u>	To purchase the Training and Policy Program (annual fee)
TOTAL:	\$5,620.00	

GRAND TOTAL: \$26,198.00

The grand total listed above **does not** include personnel time and supplies. Additionally, these totals do not include any other incidental CALEA costs such as additional training, meetings, or if the cost of Accreditation goes up, which is a price set by CALEA.

Please do not hesitate to ask if there is any clarification I can provide. Thank you.



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

Office Use Only	
Meeting Date:	<u>8/18/14</u>
Agenda Item No.	<u>7</u>

BOARD OF SELECTMEN

8/12/14 **MEETING AGENDA REQUEST**
 (Meeting Date Requested)

Agenda Item Title: RECREATION COMMISSION UPDATE & RECOMMENDATIONS

Requested By: RECREATION COMMISSION Date: 8/12/14

Contact Information: LARRYKINDBERG@COMCAST.NET

Presented By: LARRY KINDBERG

Description: BOS UPDATE ON RECREATION COMMISSION PROGRAMS & ACTIVITIES
RECOMMENDATION FOR FOLLOWING: TRASH RECEPTILES,
PAVILLION CONSTRUCTION @ LRP AND PART TIME PROGRAM
DIRECTOR.

Financial Details: _____

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

Legal Opinion: _____

REQUESTED ACTION OR RECOMMENDATIONS:



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

Office Use Only

Meeting Date: August 18, 2014

Agenda Item No. 8

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
8/18/2014

Agenda Item Title: Southeast Watershed Alliance

Requested By: David Cedarholm, Select Board Chair 7/21/2014

Contact Information: 603-659-5414

Presented By: Chairman Cedarholm

Description: The Southeast Watershed Alliance was created by the NH Legislature in 2009 for the purpose of:

- (a) Create better municipal, intermunicipal, and regional planning and coordination relative to wastewater and stormwater management, water quality and water supply planning, and land use;
- (b) Establish a regional framework for coastal watershed communities, regional planning commissions, the state, and other stakeholders to collaborate on planning and implementation measures to improve and protect water quality and more effectively address the challenges of meeting clean water standards, particularly with respect to nutrients pollution;
- (c) Encourage coastal watershed municipalities, the state, and other stakeholders, individually and in collaboration with one another, to plan, implement, and invest in wastewater, stormwater, and land use planning and management approaches that protect the water quality, natural hydrology, and habitats of the state's coastal resources and associated waters and that advance the state's economic growth, resource protection, and planning policy, established in RSA 9-B; and
- (d) Seek innovative solutions to reducing pollution and enhancing water quality.

(Robin Collins is the current representative. Representatives can be regular citizens or town officials.)

Financial Details: N/A

Legal Authority NH RSA 485-E

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

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to designate Chairman Cedarholm as the Town of Lee's representative to the Southeast Watershed Alliance.



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

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

Applicant's Name: DAVID CEDARHOLM
Address: 81 FOX GARRISON RD. Phone/Cell: 603.659-7587
of Years as a Resident: 24
Email address: dcedarholm@leenh.org OR dcedarholm@comcast.net

Full Membership (~~3 year term~~) position applying for: Town representative to the Southeast Watershed Alliance*

Term Expires on the following date: N/A

Alternate Position (3 year term) position applying for: N/A

Term Expires on the following date: N/A

* See www.southeastwatershedalliance.org for more info

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

• I participated in the drafting of the legislation (RSA 405-E) that establish SWA and have been involved from its inception.

• I am an environmental/water resources engineer with more than 30 years of watershed management experience.

David Cedarholm
Signature

12 August 2014
Date

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



David Cedarholm <dcedarholm@leenh.org>

Southeast Watershed Alliance

3 messages

David Cedarholm <dcedarholm@leenh.org>

Thu, Jul 3, 2014 at 4:09 PM

To: Robin.Collins@unh.edu

Hi Robin,

I hope you're having a nice relaxing summer? In case you haven't heard, I am leaving my job with the Town of Durham and have accepted a position with Tighe & Bond in Portsmouth starting in August. I have been an alternate representative for Durham on the Southeast Watershed Alliance and obviously will no longer be involved in that capacity. However, I would like to continue working with the SWA and was wondering if you might be willing to step down as Lee's representative so I may take your place. What do you think?

Thanks,
Dave

David Cedarholm, P.E.
81 Fox Garrison Rd
Lee, NH 03861
Home: 603.659.7587
Cell: 603.817.3732

Collins, Robin <Robin.Collins@unh.edu>
To: David Cedarholm <dcedarholm@leenh.org>

Thu, Jul 17, 2014 at 10:58 AM

Dave,

Just got back from vacation from visiting several national parks in the Rocky Mtns.

I was able to attend some of the earlier meetings of the Seacoast Watershed Alliance and was also able to keep up somewhat through Alison Watts regular participation. But I have no problem turning over Lee's representation to you since I am sure you have been more active than I have been.

Good luck with your new job with Tighe & Bond.

Best regards.....Robin

Prof M. Robin Collins, Ph.D., P.E.
Department of Civil & Environmental Engineering
348 Gregg Hall
University of New Hampshire
Durham, NH 03824

W: 603-862-1407 C: 603-969-5600
Email: robin.collins@unh.edu

**University of
New Hampshire**

From: David Cedarholm <dcedarholm@leenh.org>

Date: Thursday, July 3, 2014 at 4:09 PM

To: Robin Collins <robin.collins@unh.edu>

Subject: Southeast Watershed Alliance

[Quoted text hidden]

Dave Cedarholm <dcedarholm@leenh.org>
To: "Collins, Robin" <Robin.Collins@unh.edu>
Cc: Julie Glover <townadministrator@leenh.org>

Sat, Jul 19, 2014 at 8:18 AM

Hi Robin,

Sounds like you had a great trip. Early summer is a wonderful time of year to visit the Rocky's.

Thank you for giving me the chance to represent Lee on the SWA. I plan to request putting the subject of the SWA rep appointment on the Lee Select Board's agenda for their August 4th meeting. You're welcome to attend, but it's not necessary. I will keep you posted however.

I have copied Town Administrator Julie Glover on this email to bring it to her attention.

Enjoy the rest if the summer.

Dave

David Cedarholm
81 Fox Garrison Rd
Lee, NH 03861
603.658.7587

On Jul 17, 2014, at 10:58 AM, "Collins, Robin" <Robin.Collins@unh.edu> wrote:

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<25919A9D-E98E-4134-B020-20253EE1E6F9[1].png>

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Date: Thursday, July 3, 2014 at 4:09 PM
To: Robin Collins <robin.collins@unh.edu>
Subject: Southeast Watershed Alliance

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Thanks,
Dave

David Cedarholm, P.E.
81 Fox Garrison Rd
Lee, NH 03861
Home: [603.659.7587](tel:603.659.7587)
Cell: [603.817.3732](tel:603.817.3732)



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

Office Use Only

Meeting Date: 8-18-14

Agenda Item No. 9

BOARD OF SELECTMEN

August 18, 2014 MEETING AGENDA REQUEST

(Meeting Date Requested)

Agenda Item Title: Operation of "Absolute Vehicle Control Training School" on property of Lee USA Speedway

Requested By: Bill Callen **Date:** 7/17/2014

Contact Information: Bill Callen – 603-494-3706

Presented By: Bill Callen

Description: Follow-up to the presentation of Absolute Vehicle Control Training School given by Greg Sweeney on 8/4/2014 and the personal tour of the location where the training would take place given by Bill Callen on 8/12/2014.

Financial Details: Local First Responders charged cost

Legal Authority: Lee Racetrack Ordinance Section 17

Legal Opinion: _____

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to approve the Lee USA Speedway request to conduct training on car control skills at the Race Track for on and off road vehicles through a third party vendor (Absolute Vehicle Control) to military special forces, police and civilian personnel.



absolute vehicle control



absolute vehicle control

absolute vehicle control. 603.630.3669. greg@absolutevehiclecontrol.com
© 2013 absolute vehicle control, llc—business confidential

We work with military special forces, police, and civilian personnel,
training car control skills for operational environments, on and off road.

Killed *non-combat*
MVA Iraq.



We would like to train military, law enforcement, first responders, and other security personnel at Lee USA Speedway ...

- Our classes are small, typically 6-12 students, and run 2-5 days
- We use normal civilian, unmodified, street vehicles.
- Our training saves lives.
- We are happy to provide training to local police and first responders at cost.
- Our training standards far exceed industry standards, including most military and all law enforcement training at any level.

In the long term, far more military and police are killed by vehicles than by bullets and bombs.



Killed *non-combat*
MVA Iraq.



The Lethality of Motor Vehicles ...

U.S. Impact:

- most likely cause of death ages 3 - 34
- total societal cost per year NHTSA, \$300-500B
- 35,000 dead/year, equivalent to airline crash every day
- 1980 - 2005 ... 6550 soldiers lost to MVAs, 2070 lost to combat

World Impact:

- WHO: by 2020, MVAs 3rd leading cause of death worldwide
- U.N. Road Safety Collaboration: 1.2 Million killed worldwide MVAs
- 40% of these victims are aged 0-25 years.
- Road Safety critical impediment to social/economic development



Killed *non-combat*
MVA Iraq.



Why it should be done, part 1 ...

In countries where car control training is required for licensure, training does reduce accident rates across all age groups given the following ...

- curriculum is geared toward safety margins, gauging hazardous conditions, *and* car control.
- allows sufficient time behind the wheel (in addition to skills training)
- is of sufficient thoroughness and allows time for attitudinal changes
Sweden's car control and licensing program achieves an overall accident rate reduction of 19%.

Killed MVA Iraq.



Why it should be done, part 2 ...

Motor Vehicle Accident Fatalities (MVA) vs. Hostile Action Fatalities
2001-2005, all services, from Defense Manpower Data Center, August 2006

	MVA Deaths	Hostile Deaths
2001	245	3
2002	345	18
2003	337	344
2004	377	737
2005	356	739
2006	328	761
Total	1988	2602

1980-2005, 6,550 soldiers died in motor vehicle accidents; 2070 were lost to combat!



Killed MVA Iraq.



Why it should be done, part 3 ...

From the U.S. Army Combat Readiness Center, 13 July 2006, the most prevalent driver mistakes contributing to accidents correspond exactly to driver skills enhanced with training.

- Abrupt Control/Steering Response (Except While Turning)
- Excessive Speed
- Failed To Stay Alert Or Attentive To What Was Happening
- Improper Turning
- Failed To Take Precautions For Adverse Environmental Conditions
- Following Too Close For Conditions Or Vehicle Speed/Design
- Failed To Ensure Adequate Clearance/Space For Operation



Killed *non-combat*
MVA Iraq.



Core Competencies/Description

We are not a racing school. We teach people to drive real cars in the real world, effectively and safely under high-stress at speed. These vehicles range from front wheel drive, rear wheel drive, and all wheel drive sedans to SUVs, and light trucks.

Killed *non-combat*
MVA Iraq.



The Benefits ...

We save lives and reduce accident rates, within our armed services, law enforcement and security communities.



*Survives 911
dies in MVA*



Our approach is simple ...

First, learn fundamental car control skills. They save lives and enable extraordinary capability. These skills are applicable regardless of vehicle type.



Killed *non-combat*
MVA Iraq.



Second, execute car control skills ...

There is no such thing as “tactical” driving ... only driving well at all times.

This observation is based on an instructor corps combined 75+ years experience working with U.S. Special Operations.

absolute vehicle control



Killed *non-combat*
MVA Iraq.



Finally ...

Learn specific techniques for specific vehicles and events.

absolute vehicle control, 603.630.3669, greg@absolutevehiclecontrol.com

© 2013 absolute vehicle control, llc—business confidential



Killed *non-combat*
MVA Iraq.



Greg McKinney

Principle/Lead Instructor and Curriculum Designer

- Special Operations Instructor/Trainer (civilian)
- Rally America/SCCA National License Holder
- Ford Motor Company, Tier 3+ Test Driver
- MRAP University, Train the Trainer MRAP, all variants
- Various Road Course and Rally Training Since 1979



Management and Training Team

U.S. Army Special Operations Instructors and Trainers (retired military)

Lead Instructors and Curriculum Designers (active clearances)

- Multiple deployments worldwide
- Experienced experts in driving, shooting, and long range mobility
- All have continuously trained in racing/high-performance driving for more than 10 years.
- They all have unmatched and incredible experience driving indigenous vehicles in wartime and high-risk environments.

Killed MVA Iraq.



Our work also contributes to the community by engaging and bringing in ...

- Government agencies, both Federal and State
- Major Universities, including MIT, Georgia Tech, and others
- First Responder and Law Enforcement Communities on a National Scale
- Ford Motor Company and other manufacturers
- International Customers

Our work contributes to future technologies and global works ...

- Synthetic Driver Skills Training
- Autonomous Vehicles/Robotics
- Active Safety Systems
- Un-improved Road Design/Materials
- Post-Conflict Reconstruction
- Increased Effectiveness of U.S. Presence



Training provided by:
(Prime)

Absolute Vehicle Control, LLC
66 Landing Lane—309
Laconia, NH 03246

www.absolutevehiclecontrol.com

603.630.3669

RACETRACK ORDINANCE

In accordance with the provisions of the New Hampshire Revised Statutes Annotated, Chapter 31, Section 41-a, as originally adopted at the Town Meeting assembled on March 10, 1977 and, as amended at the Town Meeting assembled on March 15, 1989, as amended at the Town Meeting assembled on March 11, 1992, as amended at the Town Meeting assembled on March 11, 1998 and as amended at the Town Meeting assembled on March 15, 2006, and as amended by Warrant Article 7 of the March 13, 2012 Election the following regulations are adopted with respect to regulation of motor vehicle racetracks within the Town of Lee.

Section 1: Definitions:

Motor Vehicle: For the purpose of these regulations, a motor vehicle shall be defined as any self-propelled vehicle, except tractors, activated by an internal combustion engine and not operated exclusively on stationary tracks.

Event: A racing contest to be contained within a calendar day, to include, but not limited to practice, heat races and feature races.

Rain Date: An event shall be considered complete, when five (5) heat races or feature races have been completed, whichever comes first.

Section 2: Motor vehicle racetracks may be open and may operate from April 1 through October 31 each year for automobile, go-cart and motorcycle racing only. Vehicular racing shall be limited in total operating hours per race date, including warm-up, to eight (8) hours inclusive. At no time shall said operating and warm-up time begin before 12:00 PM. No racing may be started after 11:30 PM and all racing is to stop by 12:00 midnight.

Section 3: Not later than sixty (60) days prior to opening of the racetrack each year, said racetrack owners and/or operators shall submit to the Selectmen, in writing, an application for a license on a form prescribed by the Selectmen, together with a proposed operation schedule for the ensuing year. Said schedule shall list the form of the vehicular racing to be scheduled on each date listed. The Selectmen may, consistent with the provisions of these regulations and the interest of public safety, health and welfare, alter the racing schedule in connection with the issuance of any license.

Section 4: Upon receipt of the license application, the Selectmen shall schedule a Public Hearing on the request for a license. In so doing, the Selectmen shall give notice to abutters and to the public, at the applicants expense, in the same manner as provided for a hearing conducted by the Zoning Board of Adjustment. At said hearing, which shall be conducted where practicable no more than thirty (30) days after receipt of the license application, the applicant shall have the burden of establishing that operation of the racetrack for the ensuing year will be in conformance with all provisions of any other Federal, State or local statute, ordinance or regulations applicable to the racetrack. Abutters and other interested parties shall be afforded an opportunity to address the Selectmen during this hearing on the subject of license issuance. A license shall

be issued to the applicant if he or she satisfies, by a preponderance of the evidence, the burden of proof as specified in this section. Said license shall be valid for not more than one (1) year and shall set forth the scheduled events, not to exceed twenty three (23), plus twenty three (23) rain dates per license period, stating the date, time and a brief description of each event. A notation on the license shall indicate that such rain dates are subject to change upon written approval of the Selectmen for good cause shown.

Section 5: A license fee in the amount of one hundred dollars (\$100.00) per annum shall be assessed for each racetrack operation in the Town. This fee is to be paid upon application for license.

Section 6: No vehicular racetrack shall be operated within the Town of Lee unless the owner and/or operators shall have, upon written application to the Board of Selectmen, obtained a license to operate such vehicular racetrack contingent upon proof that said owners and/or operators can and will comply with the provisions of the Town of Lee Racetrack Ordinance.

Section 7: Only malt beverages, and no other alcoholic beverages, may be sold and consumed in restricted areas on racetrack property while the racetrack is open to the public for the purpose of viewing vehicular racing. No other alcoholic beverages shall be sold, consumed or allowed during such period of public viewing of vehicular racing. No malt beverages shall be sold to anyone under the age of twenty-one years, and proper age identification shall be required prior to sale. The racetrack owner and/or operator, whoever is in direct charge of the race, shall post signs advising the public of this section at visible locations within the seating areas and at each entrance gate; said signs shall also state the penalty for violation of this section. Failure of the racetrack owner and/or operator to comply with this section shall be grounds for the revocation of the license. Any person in possession of alcoholic beverages outside the restricted area in violation of this section shall be guilty of a violation. The alcoholic beverage shall be seized and disposed of in compliance with State statutes, local law or regulations. Prior to each racing season, the Board of Selectmen or their designee shall inspect to insure signs are properly posted.

Section 8: Authorized agents or representatives of the Town may enter, with or without notice or consent, the premises of any racetrack which holds or has applied for a license at any reasonable time and inspect and report on the conditions found as to compliance with the provisions of the regulations. It shall be the duty of the owner and/or operator of the racetrack to cooperate with such agents or representatives and permit access to any portions of said premises at their request. Failure to comply with these provisions shall be grounds for revocation or suspension of the license.

Section 9: The racetrack owners and/or operators shall provide, at their own expense, such Police and Fire protection as is deemed necessary by the Police Chief and Fire Chief of the Town of Lee, New Hampshire pursuant to written standards promulgated by the said Police Chief and Fire Chief to insure public safety. Said written standards shall be made available upon request and satisfactory compliance with all safety standards referred to hereinafter shall be made in writing to the respective Police Chief and Fire Chief prior to any and all scheduled racing events. A copy of these standards shall be attached to the operating license when issued.

Section 10: Racetrack owners and/or operators shall provide, at their expense, suitable and sufficient sanitary facilities including toilets with adequate lavatories. Restroom facilities shall be available for use by patrons at all times the racetrack is open to the public. All sanitary and washing facilities shall at all times be maintained in good working order and be in compliance with New Hampshire Health, Water Supply and Pollution Control laws and regulations and with all applicable State laws, local ordinances, regulations and/or by-laws.

Section 11: Racetrack owners and/or operators shall provide, during all times they are open to the public and/or operating, at their own expense, an adequate ambulance service properly licensed under the laws of the State of New Hampshire sufficient to provide for whatever emergency their activities might cause. At no time shall the racetrack be open to the public without one (1) properly manned ambulance at the racetrack.

Section 12: All litter shall be cleaned up within thirty six (36) hours from the end of each racing event. This section shall be monitored by the local Health Officer during the racing season.

Section 13: Overnight camping shall be permitted on site in accordance with the following standards:

- A. Overnight camping shall be permitted in recreational vehicles with self-contained sanitary facilities.
- B. Such vehicles shall reside at the site only twenty four (24) hours prior to a scheduled event and no longer than twenty four (24) hours following completion of that event.
- C. A specific section of the back parking area shall be designated for this use and shall be posted on site accordingly.
- D. Camping vehicles shall not be permitted within the Shoreline Conservation District.
- E. "Gray Water" may only be discharged into approved septic facilities.

Section 14: Owners and/or operators of racetracks shall be responsible for any and all violations of these regulations and their license to operate such vehicular racetrack shall be contingent upon full compliance with these regulations with total cooperation and good faith. The violation of any section of these regulations shall be grounds for revocation or suspension of said license at the discretion of the Board of Selectmen.

Section 15: Prior to the opening of any racing season, the owners and/or operators shall post a cash bond with sufficient sureties in the amount specified by the Board of Selectmen of the Town of Lee; said bond shall be applied in the event expenses are incurred by the Town of Lee as a result of any authorized event under these regulations.

Section 16: No license shall be issued, and any license issued, shall be revoked or suspended at the determination of the Selectmen, unless the license shall take out and maintain in effect at the expense of the licensee a policy or policies of liability insurance in a company or companies approved by the Selectmen with limits not less than two million dollars (2,000,000.00) protecting and insuring the licensee and Town and all agents, servants and representatives of each as named insured from liability for personal injuries and property damage resulting from the ownership, use or operation of the racetrack and/or track premises. The licensee, by application for and/or acceptance of any license, shall be conclusively deemed to have agreed to indemnify the Town and its agents, servants and representatives from all liability including personal injuries and property damage coming out of the existence, use, ownership or operation of the racetrack and/or track premises and such indemnity agreement shall be expressly covered in said policy or policies.

Section 17:

A. No use other than vehicular racing, race car education/safety testing and automotive-related flea markets shall be scheduled or sponsored at any vehicular racetrack within the Town of Lee without written approval of the Board of Selectmen of the Town of Lee, New Hampshire.

B. The racetrack shall be kept secure from unauthorized entry when not in use.

C. Automotive related flea markets may be scheduled on the third Sunday of May, June, July and August in addition to the traditional year-end Flea Market scheduled for the first weekend in November. It is understood that no race engines will be permitted to start during these Flea Markets; all activities will take place within the confines of the track/pit areas and only automotive-related vendors will be allowed to participate.

Section 18: No motorcycle event of any nature or kind will be permitted on any vehicular racetrack within the Town of Lee when said date conflicts or falls upon the same weekend as a National or regional motorcycle race of any nature or kind.

Section 19: The invalidity of any other section of these regulations does not affect the validity of any other section of these regulations.

Section 20: The Selectmen may waive or alter the provisions of these regulations for due cause shown.

Section 21:

A. No vehicle, as defined in Section 1 of this ordinance, shall be operated on the racetrack unless equipped with a muffler that meets or exceeds manufacturers specifications to reduce noise below the 97 db level. Sound levels resulting from any activities at the racetrack operation shall not exceed the established level using the A scale (dBA) and Fast Response setting. Sound levels shall be measured at any racetrack property line. Measurements shall be taken using a properly calibrated sound meter which is mounted 36 inches above the ground on a tripod and pointed directly towards the racing track surface. Any sound measurement that exceeds the established level, regardless of the duration, shall be a violation.

- B. Any person operating a motor vehicle racetrack shall allow Town officials, or their designated representatives, to conduct from time to time, at said persons expense, such noise level test or readings that may be deemed appropriate and necessary by the Town of Lee Board of Selectmen or their authorized agents.

Section 22: Any violation of this ordinance shall be punishable as set forth in New Hampshire Revised Statutes Annotated 651 and as amended. Upon the Selectmen of the Town of Lee, or their designated representative, shall rest the responsibilities of enforcement of the regulations.

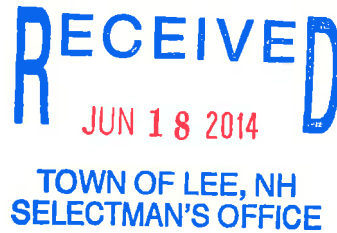
Dated: _____

John R. LaCourse, Chairman

W. James Griswold

David Cedarholm

**Town of Lee
Board of Selectmen**



Memorandum

TO: All NHMA Members

FROM: Judy Silva, Executive Director
Cordell A. Johnston, Government Affairs Counsel

DATE: June 17, 2014

RE: 2015-2016 Legislative Policy Process *Important Dates!*

FLOOR POLICIES DUE: August 15 ♦ **POLICY CONFERENCE: September 26**

The NHMA legislative policy process is moving forward! Enclosed with this memo is a copy of the policy recommendations made by NHMA's three policy committees. This document will also be posted on NHMA's website, www.nhmunicipal.org.

The policy recommendations are listed by committee: (1) General Administration and Governance; (2) Finance and Revenue; and (3) Infrastructure, Development and Land Use. Each committee's recommendations are listed in order of priority, as "action," "priority," or "standing" policy recommendations. You will see that some of the policy recommendations have a statement of the municipal interest to be served and a further explanation of the proposal, while others do not. The policy recommendations that include this additional information are new recommendations this year; the ones without the additional information are existing policies that are recommended for re-adoption. Also enclosed is a list of NHMA's Legislative Principles, which will be considered for re-adoption.

We urge each municipality's governing body, prior to the Legislative Policy Conference, to vote a position on the recommendations and floor proposals (see below) to provide direction to your voting delegate at the Conference. Otherwise, your delegate is free to cast your municipality's vote as he/she

chooses. For more information about the legislative policy process and the Policy Conference, please see the enclosed Questions and Answers document.

Floor Proposals

Please note that the deadline for submitting floor proposals is **Friday, August 15**. A floor proposal will be accepted only if it is *approved by a majority vote of the governing body* (Board of Selectmen, Aldermen, or Council) of the town or city submitting the proposal, is submitted in writing, and is received **no later than August 15**. We will mail all floor proposals to each municipality so there will be an opportunity to take a position on them before the Policy Conference. Floor proposals should be in the same format as proposals submitted to the policy committees.

A Floor Policy Proposal form has been included for your convenience, or you may find it on the NHMA website. (Go to www.nhmunicipal.org, click on "Advocacy," then "Policy-Setting Process," then "Floor Policy Proposals.") To submit a floor proposal, please send it to NHMA, Government Affairs Department, 25 Triangle Park Drive, Concord, NH 03301, or fax it to 224-5406, or e-mail it to governmentaffairs@nhmunicipal.org.

Legislative Policy Conference

The 2015-2016 Legislative Policy Conference is scheduled for **Friday, September 26, 2014, at 9:00 a.m. at NHMA's office, 25 Triangle Park Drive in Concord**. We will include with the floor proposal mailing a card for each town or city to return indicating who has been appointed as the municipality's voting delegate.

Please call the Government Affairs Department at 800-852-3358, ext. 3408, if you have any questions.

2015-2016 Legislative Policy Recommendations

General Administration and Governance

Action Policy Recommendations

1. Right to Know Costs and Specificity Required

To see if NHMA will SUPPORT amendments to RSA 91-A allowing municipalities to recover the actual costs of retrieving, reviewing and reproducing documents, and clarifying the level of specificity required when requesting public records.

2. Regulation of Weapons in the Workplace

To see if NHMA will SUPPORT legislation to provide immunity to local and county governments against acts committed by employees with firearms (except for those employees authorized by that governmental entity to carry a firearm in the course of their official responsibilities).

Municipal interest to be accomplished by proposal: To limit the exposure of municipalities in circumstances where an employee brings a firearm into the workplace, which the municipality cannot prohibit, and injures a citizen or co-worker by discharging the firearm. Example: a firefighter takes a weapon to the workplace and while training on a ladder, someone below is accidentally shot by the holstered gun above. Example: a town office employee brings a weapon to the town office, as it is town property, but accidentally or intentionally shoots a co-worker or citizen.

Explanation: In ordinary non-municipal circumstances, employers can easily and lawfully prohibit weapons in the workplace for safety reasons and more (unless the employee has a special permit to do so). In municipal government the law provides that individuals can carry on town property; some employees translate that law into allowing them to carry guns while they are at their municipal workplace. The present wording of RSA 159:26 appears to prohibit local and county governments from prohibiting the possession of firearms in the workplace. This statute leaves local and county governments exposed to significant liability from acts committed by employees with firearms against citizens and other employees. These employees have not been authorized by the municipality to possess or use a firearm in the workplace, nor have they been trained by the municipality in the use of firearms, nor have the firearms been issued or approved by the municipality. This policy recommendation is not intended to affect workers compensation. **Submitted by: Joel Bourassa, Selectman, Woodstock**

3. Welfare Lien Priority

To see if NHMA will SUPPORT legislation to give liens for local welfare payments arising under RSA 165:28 a higher priority position, so that those liens fall immediately after the lien for the first mortgage.

Priority Policy Recommendations

4. Cross-Border Liability.

To see if NHMA will SUPPORT legislation to encourage cooperation between emergency response entities from New Hampshire and bordering states by affording municipalities from bordering states the same limitations on monetary damages in civil actions that are afforded to New Hampshire municipalities.

Municipal interest to be accomplished by proposal: Remove a disincentive for cooperation between emergency responders in New Hampshire and neighboring states.

Explanation: New Hampshire law limits the liability of “governmental units” for bodily injury, personal injury or property damage in civil actions, but the definition of “governmental unit” is limited to political subdivisions “within the state.” In one case, the New Hampshire Superior Court ruled that a town in a neighboring state, which had cooperated with a New Hampshire town in responding to an emergency, was not protected by the liability cap. A similar issue could arise in many situations in which New Hampshire municipalities work with neighboring municipalities in Maine, Massachusetts, or Vermont in responding to emergencies. For example, New Hampshire police officers were called upon to assist after the Boston Marathon bombings in 2013, and Maine police officers have responded to recent shooting incidents in New Hampshire. Municipalities are less likely to provide cross-border assistance if they do not have the benefit of liability protection under the neighboring state’s laws. Any legislation providing liability protection to municipalities in neighboring states should require reciprocity from the neighboring states. **Submitted by: NHMA staff, based on request from other state municipal leagues.**

5. Consultation with Counsel Expansion Under RSA 91-A

To see if NHMA will SUPPORT legislation to amend RSA 91-A so that exempt consultation with legal counsel would also include discussions about written legal correspondence provided by legal counsel, without requiring the presence of counsel at the meeting.

6. Petition Signature Requirements

To see if NHMA will SUPPORT legislation amending RSA 39:3 to require that in towns with an official ballot referendum town meeting (SB2/RSA 40:13), petitioned warrant articles must be signed by not less than 2% of registered voters, but in no case fewer than 10 voters or more than 150 voters.

7. Clarifying What Information Is to be Included in Town Reports in SB2 Towns

To see if NHMA will SUPPORT legislation to clarify which version of the budget and warrant articles is to be included in town reports in SB2 towns.

8. Public Notice Requirements

To see if NHMA will SUPPORT legislation to amend all public notice requirements to allow the choice of electronic notification and/or newspaper print, as well as posting in public places, for official public legal notification.

9. Amended Warrants in SB 2 Towns

To see if NHMA will SUPPORT statutory changes allowing SB 2 communities to post changes to the warrant to reflect amendments to warrant articles by action of the voters at deliberative session. Further to allow the governing body and the budget committee to change their recommendation due to amendments made at deliberative session.

Municipal interest to be accomplished by proposal: These changes would allow the amended language and dollar amounts to be correctly warned prior to the second session of town meeting. The recommendations of the governing body and the budget committee are there to provide guidance to the voters. Changes made at deliberative session in some cases would cause the governing body and/or the budget committee to change their recommendation. The statutes presently do not allow this change. Therefore the recommendation of those boards may be erroneous. A system that relies on direct democracy is based upon an informed/educated citizenry. If the voters are relying on a warrant that is posted and is no longer correct due to changes made, then citizens cannot properly educate themselves. Additionally, those citizens who value the recommendation of the governing body and/or the budget committee may have an incorrect recommendation before them when they decide which way to vote.

Explanation: During the 2014 deliberative session the voters made changes to the language of several of the warrant articles. The voters present also made amendments to the town and school budgets. Money was added to the town budget and substantial cuts were made to the school budget. After consultation with DRA, NHMA legal staff, and town counsel, it was clear that we could not post an “amended” warrant after the deliberative session that would indicate the changes made. In the case of the school budget the amended budget number was significantly different than what the school board recommended. The warrant still showed the old budget and the previous recommendation. The ballot showed the new budget numbers and language changes; however, the ballot still showed that the school board recommended the budget article, which was no longer the case due to the drastic changes made. **Submitted by: Shaun Mulholland, Town Administrator, Allenstown**

10. Long-Term Storage of Records

To see if NHMA will SUPPORT legislation modifying the requirement that municipal records retained for longer than ten years be transferred to paper, microfilm, or both.

Municipal interest to be accomplished by proposal: Save space and cost, and allow a more practical way to store records.

Explanation: RSA 33-A governs the retention of municipal records, establishing retention periods for many classes of records. Section 5-a states that electronic records must be transferred to either paper or microfilm or both if they are required to be retained longer than ten years. Permanent

storage of paper records creates serious space problems. Storing records on microfilm has been a practical alternative, but microfilm is becoming harder to find and may soon be unavailable entirely. Some within the document storage business have indicated that microfilm may be impossible to obtain within a year. If microfilm is not available, paper storage becomes the only legally permitted method. **Submitted by: NHMA staff, based on inquiry from Linda Smith, Board Administrator, Northwood**

11. Building Plans Under 91-A

To see if NHMA will SUPPORT an amendment to RSA 91-A:5, IV to specifically add “building plans/construction drawings contained within a building permit file and/or building plans/construction drawings submitted as part of a building permit application” as an exempt record under this chapter.

Municipal interest to be accomplished by proposal: There is uncertainty within RSA 91-A:5 as to the status of building plans and/or construction drawings in the possession of municipalities and their code enforcement officials or building inspectors. Since “...personnel practices; confidential commercial, or financial information; test questions, scoring keys, and other examination data used to administer a licensing examination, examination for employment, or academic examinations; and personnel, medical, welfare, library user, videotape sale or rental...” files are specifically exempted from the statute, one would think building plans on file with building permits would fall under the remaining exemption of “...other files whose disclosure would constitute invasion of privacy.” We were ordered by a district court to release such plans when an unrelated party requested them.

Explanation: The district court rationale was that the legislature had constructed the statute with specific records stated as being exempt. Conversely, building plans were not expressly exempt so their disclosure had to be subject to a balancing test of the full disclosure vs. the privacy rights of the building owner. The court sided with full disclosure due to the absence of a specific exemption. Building plans can contain a wealth of information considered private. Alarms systems, communication access points, physical access points, safe rooms, structural components like vaults, built-in safes, and secure storage areas are only some of the features that could be exploited if plans showing these features were readily available to the public. Many commercial sites like banks, medical facilities, and defense and Homeland Security contractors would be appalled to know the building plans for their facilities were open to public access. Access to building permit applications would still be available. It is only the plans that are being exempted. The additional benefit would be solving in part the problems of copy right infringement. Many designers (engineers, architects, and the like) have expressed concern about the wide distribution of their work and possible copy right infringement by having publicly accessible building plans on file with municipalities. There is no way for them to enforce their copy right without knowing what unrelated parties are accessing and copying their work product. **Submitted by: Paul Deschaine, Town Administrator, Stratham**

12. Municipal Departments and MV Information

To see if NHMA will SUPPORT legislation to make it clear that municipalities may obtain information about motor vehicles registered to an individual for the purposes of verifying asset levels when the individual is applying for general assistance or asset-based tax relief and in order to determine the ownership of vehicles for official purposes.

Municipal interest to be accomplished by proposal: Allow access to motor vehicle registration and licensing information by municipal departments to verify asset levels when administering public assistance and tax relief programs and when needed for other proper governmental purposes.

Explanation: As RSA260:14 is administered and interpreted departments which administer public assistance programs are denied access to motor vehicle registration records and the opportunity to verify statements made by the applicant(s). It has become problematic as folks game the system and lie about the cars parked or the ownership of the cars parked in their yards. **Submitted by: Susan Snide, Pelham Assessing, Pelham**

13. Blue Lights on Fire Department Vehicles

To see if NHMA will SUPPORT amending RSA ch. 265 and RSA 266:78-b, “Blue Lights Restricted to Law Enforcement,” to allow for the inclusion and use of a single rear-facing blue colored light panel on emergency response vehicles owned or leased by municipal, village district or federal fire departments.

Municipal interest to be accomplished by proposal: To enhance the visibility and safety of public emergency responders and the public they are serving by allowing fire and emergency medical vehicles to include a single rear-facing blue colored light panel among the red or amber lights on municipally-owned emergency vehicles to provide clearer and more distinct warnings to the motoring public at various emergency response scenes in all types of lighting and weather conditions. There is significant data documenting the mix of colors utilized in various light and weather conditions (i.e. – dusk, dawn, fog, cloudy, rain, etc.) provides for enhanced safety for emergency responders and the motoring public.

Explanation: This proposal is the result of some experiences the Auburn Fire Department has had at some emergency & motor vehicle accident scenes, particularly on NH Route 101 (from the intersection of I-93 through to Exit 3 / Candia town line. Our firefighters have experienced that the visual of all red flashing emergency lights do not always seem to encourage the motoring public to maintain a safe distance from the emergency responders as they are driving past. The Auburn Fire Chief has indicated other states allow fire and emergency medical vehicles to include a blue light/lens in their light bars and it provides a stronger safety presence for both the emergency responders and the motoring public. This would be similar to the provisions of RSA 266:78-c, where red lights are allowed for police, fire and rescue vehicles. **Submitted by: William Herman, Town Administrator, Auburn**

Standing Policy Recommendations

14. Counting Absentee Ballots

(Legislation pending—SB 271) **To see if NHMA will SUPPORT** legislation to eliminate the requirement that absentee ballots cannot be counted prior to 1:00 P.M., and instead allow them to be counted throughout the time when polls are open.

15. Swearing in Town Officers

To see if NHMA will SUPPORT legislation to reconcile RSA 669 with RSA 42:3 regarding when certain town officers may be sworn in.

16. Human Resources Record Retention

To see if NHMA will SUPPORT legislation that amends the record retention requirements for successful job applications and personnel records from 50 years after termination or retirement to 20 years after termination or retirement.

17. Modifying the Adoption, Revision, and Amendment of Municipal Charters

(Legislation pending—HB 422) To see if NHMA will SUPPORT legislation similar to HB 379 in 2008 that modifies the adoption, revision, and amendment of municipal charters.

18. Consolidated Policy on Collective Bargaining Items

Evergreen Clause: To see if NHMA will OPPOSE legislation to enact a mandatory so-called "evergreen clause" for public employee collective bargaining agreements.

Binding Arbitration: To see if NHMA will OPPOSE mandatory binding arbitration as a mechanism to resolve impasses in municipal employee collective bargaining.

Right to Strike: To see if NHMA will OPPOSE a right to strike for public employees.

Mandated Employee Benefits: To see if NHMA will OPPOSE any proposals to mandate employee benefits, including any proposal to enhance retirement system benefits which may increase employer costs in future years, for current or future employees.

19. Contracted Services and Bargaining

To see if NHMA will SUPPORT legislation to give public employers greater flexibility to privatize or use contracted services.

20. Maintenance and Policing of State-Owned Property

To see if NHMA will SUPPORT legislation to enable municipalities to recover the expenses of policing publicly-owned land against all illegal activity (including public consumption of alcohol and littering), including the ability to receive reimbursement/compensation from individuals engaged in the illegal activity.

21. Supervisor of the Checklist Sessions

To see if NHMA will SUPPORT legislation to reduce to one the number of required sessions that the supervisors of the checklist must hold prior to town elections.

22. Municipal Recreation Programs

To see if NHMA will SUPPORT the continued exemption from state child care licensing for municipal recreation department programs and also supports the exemption from state camp licensing for municipal recreation department summer programs.

23. Requirement to Hold Elected Office

To see if NHMA will SUPPORT legislation clarifying that to run for and hold a local elected office, one must be a registered voter.

24. Appointment of Town Clerks and Town Clerks/Tax Collectors

To see if NHMA will SUPPORT legislation to allow the legislative body to authorize the governing body to appoint or elect town clerks and town clerk/tax collectors.

25. Warrant Article Language; Adoption by Reference

To see if NHMA will SUPPORT legislation to amend RSA 48-A, Housing Standards, to allow a town to adopt a proposed housing standards ordinance on the ballot by reference, as opposed to printing the entire ordinance on the warrant.

26. Perambulation

To see if NHMA will SUPPORT legislation to eliminate the RSA 51:2 requirement to perambulate town boundaries every 7 years when the abutting municipalities have identified the boundaries and markers by survey quality GPS coordinates or by a certified survey and have filed a return including the survey or GPS coordinates as required by RSA 51:4.

Municipal interest to be accomplished by proposal: Saving of dollars (for repeated surveys) and the saving of substantial time to coordinate with others. Also to determine boundaries by easily reproducible means.

Explanation: Thus procedure has become increasingly archaic over time with a declining number of communities faithfully following the requirement. There is no longer a need to continue to physically walk boundaries given “modern” technology. It is time, at best, to abolish it as Maine has or, at worst, provide an opportunity to be relieved of the obligation upon the filing of a mutual report accompanied by GPS documentation. **Submitted by: Carter Terenzini, Town Administrator, Moultonborough**

Finance and Revenue

Action Policy Recommendations

1. Tax Rate Setting

TO SEE IF NHMA WILL SUPPORT legislation that expedites the receipt of information, including utility values as determined by the Department of Revenue Administration, necessary for the Department to set tax rates beginning October 1st and to improve the overall efficiency and timeliness of the tax rate setting process.

2. Use of RSA 83-F Utility Values

TO SEE IF NHMA WILL SUPPORT changing RSA 83-F to prevent any determination of utility value by the Department of Revenue Administration from being used in any way by either the utility taxpayer or the municipality in any application for abatement of tax under RSA 76:16 or any appeal thereof under RSA 76:16-a or RSA 76:17.

Municipal interest to be accomplished by proposal: To see that any opinion of value generated by the State's Department of Revenue Administration for imposition of the State's Utility Tax under RSA 83-F is not used against another subdivision of the State in a legal proceeding. By eliminating that use, the state and municipalities avoid the expense of all necessary discovery associated with the DRA's 83-F process and the trial testimony of the DRA's representatives concerning the same.

Explanation: The Berlin City Council passed a motion in support of the above amendment to RSA 83-F at their April 21, 2014 City Council Meeting. **Submitted by: James A. Wheeler, City Manager, City of Berlin**

3. Real Estate Income and Expense Statements on Appeal

TO SEE IF NHMA WILL SUPPORT legislation that prohibits the use of real estate income and real estate expense information by a taxpayer in any appeal of value if the taxpayer, after request by the municipality, has not submitted the requested information.

Priority Policy Recommendations

4. Clarification of Elderly Exemption.

TO SEE IF NHMA WILL SUPPORT changes in language for RSA 72:39-a, 72:29, and 72:39-b that define and recognize a household as occupying a property and increasing tenancy requirements for elderly exemption tax relief.

Municipal interest to be accomplished by the proposal: Equitable distribution of property taxes, consistency between statutes offering relief from property taxes.

Explanation: Elderly exemptions are granted for elderly home owners who qualify per income and asset criteria established by the town. Often an extended family will move in and occupy the home and also enjoy the benefit of reduced taxes. The law as currently interpreted does not allow for income or assets from all members of the home to be considered as part of the income or asset test.

Submitted by: Susan Snide, Assessing Assistant, Pelham

5. Separate Ballot Boxes for Bond Votes.

TO SEE IF NHMA WILL SUPPORT legislation clarifying that separate ballot boxes are not required for bond articles in SB 2 towns.

Municipal interest to be accomplished by proposal:

Avoid confusion and impracticality.

Explanation:

RSA 33:8-a, which governs the procedure for authorizing a bond or note in excess of \$100,000, states that articles proposing a bond or note shall appear in consecutive order on the warrant and shall be acted upon before most other business (with exceptions), that polls shall remain open for each article for at least one hour, and that “a separate ballot box shall be provided for each bond article to be voted on pursuant to this section.” This statute was enacted before the SB 2 form of town meeting existed and obviously did not contemplate such a system. It makes no sense to require separate ballot boxes when all votes are made on a single ballot. Presumably no SB 2 town actually follows this requirement. **Submitted by: NHMA staff, based on inquiry from Lynne Bonitatibus, Administrative Assistant, Kensington**

6. Expanding 10% Limitation

TO SEE IF NHMA WILL SUPPORT amending RSA 32:18 to expand the 10 percent limitation on increasing the budget committee’s appropriation recommendation to include both increasing and decreasing the total amount to be appropriated.

Municipal interest to be accomplished by the proposal: With fewer voters and taxpayers actually participating in the local deliberative forms of municipal government – both traditional town meetings and SB2 communities’ Deliberative Sessions – the 10% rule should be expanded to limit both any increase or decrease in proposed appropriations to ensure that a small minority not be able to dramatically alter what the silent majority likely supports.

Explanation: An Auburn resident spoke with me about some sort of protection such as this following the 2014 Allenstown School District Deliberative Session, where a very small number of voters approved by a one-vote margin a near \$1 million reduction to the proposed school district budget of approximately \$9 million. The Deliberative Session action left the School Board and the Budget Committee with a budget proposal going forward to the voters that neither board supported. As I understand part of the historic logic of the 10% Rule is that voters not present at the meeting had been forewarned of proposed spending levels and their absences could be viewed as a form of support. The limitation protected them. I believe the same could be said in reverse with respect to drastic cuts. **Submitted by: Bill Herman, Town Administrator, Town of Auburn**

7. All Public Real Estate Taxable if Used by Private Occupants

TO SEE IF NHMA WILL SUPPORT legislation to clarify that taxation of a private occupant on public land is required by statute, even if an agreement or lease does not include a tax provision or the specific wording of RSA 72:23, I(b).

Municipal interest to be accomplished by proposal: The amendment would make it clear that taxation of a private occupant on public land is required by statute, even if an agreement or lease does not include a tax provision or specific working of RSA 72:23, I(b). This amendment should even the playing field for all municipalities and all tenants occupying public land, so that all are treated similarly under the same set of laws. It would also help to ensure that municipalities receive tax revenue from private tenants that would pay taxes anyway to the municipality if they owned the real estate.

Explanation: The proposed amendment is intended to make legislative intent clear that all public real estate is taxable if used by private occupants, unless the occupant qualifies for a tax exemption. The use of public land by a private occupant should be deemed to be its consent to the tax by operation of law. It does not make sense for a private company to be tax-free just because it occupies public real estate and does not agree to pay taxes, but the same or similar company on private land has to pay taxes, regardless whether it agrees or not. The current situation is not fair to taxpayers who do have to pay taxes. This amendment also addresses inequity between tenants, if one tenant gets a tax exemption while using public land while a similar tenant of public land must pay taxes. The proposed amendment is patterned after the policy statement made by the Supreme Court in Rochester I. Recent confusion about legislative intent makes this amendment necessary.

Submitted by: Adele Fulton, Attorney, on behalf of City of Lebanon

8. Pollution Control Exemption

TO SEE IF NHMA WILL SUPPORT repeal of the so-called "pollution control exemption" (RSA 72:12-a) or amendment of the statute to impose a term limitation on any exemption granted.

9. Prorating Disabled Exemption

TO SEE IF NHMA WILL SUPPORT legislation prorating the disabled exemption under RSA 72:37-b when a person entitled to the exemption owns a fractional interest in the residence, in the same manner as is allowed for the elderly exemption under RSA 72:41.

10. Penalty for Failure to Submit Current Use Information

TO SEE IF NHMA WILL SUPPORT legislation imposing a penalty for failure to submit current use information as needed to update municipal records—*i.e.*, Marlow matrix.

11. Recording Fees for Elderly Deferrals

TO SEE IF NHMA WILL SUPPORT legislation to reimburse municipalities for recording fees related to the establishment and release of elderly and disabled deferrals under RSA 72:38-a.

12. Flood Control Payments

TO SEE IF NHMA WILL SUPPORT legislation to fully fund flood control payments in lieu of taxes to municipalities, including retroactive payments from the state for Fiscal Years 2012 and 2013.

Standing Policy Recommendations

13. Downshifting of State Costs and State Revenue Structure

TO SEE IF NHMA WILL OPPOSE legislation which will downshift state costs or state program responsibilities, either directly or indirectly, to municipalities and/or counties, resulting in increased municipal and/or county expenditures, whether in violation of Article 28-a or not, and **OPPOSE** any reductions, deferrals and/or suspensions of state revenue to political subdivisions, such as revenue sharing, meals and rooms tax distribution, highway block grants, environmental state aid grant programs, adequate education grants, catastrophic aid, or any other state revenues.

14. State Revenue Structure and State Education Funding

TO SEE IF NHMA WILL SUPPORT asking the state to use the following principles when addressing the state's revenue structure in response to its responsibility to fund an adequate education:

- a) That revenues are sufficient to meet the state's responsibilities as defined by constitution, statute, and common law;
- b) That revenue sources are predictable, stable and sustainable and will grow with the long term needs and financial realities of the state;
- c) That changes to the revenue structure are least disruptive to the long-term economic health of the state;
- d) That the revenue structure is efficient in its administration;
- e) That changes in the revenue structure are fair to people with lower to moderate incomes.

TO SEE IF NHMA WILL SUPPORT legislation prohibiting retroactive changes to the distribution formula for adequate education grants after the notice of grant amounts has been given.

15. New Hampshire Retirement System (NHRS)

TO SEE IF NHMA WILL SUPPORT the continuing existence of a retirement system for state and local government employees that is strong, secure, solvent, fiscally healthy and sustainable, that both employees and employers can rely on to provide retirement benefits for the foreseeable future. Further, **TO SEE IF NHMA WILL SUPPORT** continuing to work with legislators, employees, and the NHRS to accomplish these goals.

To that end, **TO SEE IF NHMA WILL:**

- a) **SUPPORT** legislation that will strengthen the health and solvency of the NHRS and ensure the long term financial sustainability of the retirement system for public employers;
- b) **OPPOSE** any legislation that: 1) expands benefits that would result in increases to municipal employer costs; 2) assesses additional charges beyond NHRS board approved rate changes on employers; or 3) expands the eligibility of NHRS membership to positions not currently covered.
- c) **SUPPORT** the restoration of the state's 35% share of employer costs for police, teachers, and firefighters in the current defined benefit plan and any successor plan; and
- d) **SUPPORT** the inclusion of municipal participation on any legislative study committee or commission formed to research alternative retirement system designs (such as a defined contribution or a hybrid plan) and the performance of a complete financial analysis of any alternative plan proposal in order to determine the full impact on employers and employees.

16. Utility Appraisal Method

TO SEE IF NHMA WILL OPPOSE mandating the exclusive use of the unit method of valuation in the appraisal of utility property, by either administrative or legislative action, and **SUPPORT** the continuing right of municipalities to use any method of appraisal upheld by the courts.

17. Modifying Post-Municipal Appeal Deadline Date

TO SEE IF NHMA WILL SUPPORT legislation to modify the post-municipal appeal deadline date as called for under RSA 72:34-a- "Appeal from Refusal to Grant Exemption, Tax Deferral, or Tax Credit".

Municipal interest to be accomplished by proposal: The current appeal date of a municipal denial of a property tax exemption/credit/deferral is September 1 of the following tax year. For example, municipality A denies a vet credit in March of 2014, the applicant has until September 1, 2015 to appeal that, that is 18 months of appeal window, that sort of timeframe is not found within the property tax appeal RSA's, nor current use appeal RSA's etc. There is no rational basis to have that long a window leaves the municipality at risk on such a long view that it makes it difficult to plan for with legal costs, overlay cost and the like.

Explanation: The appeal window under this RSA for tax exemptions/credits/deferrals should mirror the property tax window. The communities by law have until July 1st to issue a decision, taxpayers have until September 1st to perfect their appeal, the same should be true under RSA 72:34-a as it is under RSA 76:16-a & RSA 76:17. **Submitted by: Jim Michaud, Assistant Assessor, Town of Hudson**

18. Charitable Definition and Mandated Property Tax Exemptions

TO SEE IF NHMA WILL OPPOSE legislation that expands the definition of "charitable" in RSA 72:23-l, unless the state reimburses municipalities for the loss of revenue, and **SUPPORT** creating a method of reimbursement to municipalities for state-owned property.

19. Telecom Company Property Tax Exemption

TO SEE IF NHMA WILL OPPOSE any exemption from the property tax for poles, wires, and conduits owned by telecom companies.

20. Collection of Statewide Education Property Tax

TO SEE IF NHMA WILL TAKE NO POSITION on the collection of the statewide property tax by the state or by municipalities, but will continue to work to ensure that any system based on the property tax coordinates and synchronizes as seamlessly as possible with existing local property tax assessment and collection procedures.

21. Negotiated PILOTs for Water System Property

TO SEE IF NHMA WILL OPPOSE legislation that eliminates the current obligation of the public water entity to make a PILOT equal to what the property taxes would be for the property in the absence of a negotiated PILOT.

22. State Budget Cap

TO SEE IF NHMA WILL OPPOSE the adoption of any variation of a state budget cap which will impose on the Legislature pre-established limitations on state spending.

23. Budget Year Conversion

TO SEE IF NHMA WILL SUPPORT legislation to simplify the process of a municipality's converting from a calendar year budget cycle to a fiscal year budget cycle.

24. Management of Trust Funds

TO SEE IF NHMA WILL SUPPORT amendments to RSA 292-B:2 to include funds held by a town or other municipality under RSA 31:19, RSA 202-A:23, or a fund created by a town or other municipality under RSA 31:19-a to be included in those institutional funds subject to the Uniform Prudent Management of Institutional Funds Act.

25. Minimum Vote Required for Bond Issues

TO SEE IF NHMA WILL OPPOSE legislation to increase the 60% bond vote requirement for official ballot communities.

26. Mandatory Tax Liens

TO SEE IF NHMA WILL SUPPORT legislation to change RSA 80:59 to read: "The real estate of every person or corporation shall be subject to the tax lien procedure by the collector, in case all taxes against the owner shall not be paid in full on or before December 1 next after its assessment, provided that the municipality has adopted the provisions of RSA 80:58-86 in accordance with RSA

80:87. A real estate tax lien imposed in accordance with the provisions of RSA 80:58-86 shall have priority over all other liens.”

27. Tax Bill Information

TO SEE IF NHMA WILL SUPPORT legislation to amend RSA 76:11-a to allow those municipalities which have adopted the deaf exemption to include the word “deaf” following the word “blind” in the information contained on tax bills.

Infrastructure, Development, and Land Use

Action Policy Recommendations

1. Restoration of Full General Revenue Funding for Municipal State Aid Grant (SAG) Programs

TO SEE IF NHMA WILL SUPPORT legislation to restore full general revenue funding of municipal wastewater, public drinking water and landfill closure grants administered by the NH Department of Environmental Services.

2. Municipal Use of Structures in the Right-of-Way

TO SEE IF NHMA WILL SUPPORT legislation to authorize municipalities to use, for any municipal purpose, the space designated for municipal good upon all poles, conduit and other structures within their rights-of-way without paying unreasonable make-ready costs. This includes the right to use that space for data and voice transmission to, from, and by the municipal government, schools, library, and other governmental institutions. This includes a requirement that the owners of utility poles and conduit do the necessary work for that space to be available.

3. Regional Water Quality

TO SEE IF NHMA WILL SUPPORT legislation to encourage the State of New Hampshire and its political subdivisions to work cooperatively on a watershed or regional basis in addition to dealing with all water quality issues as individual communities.

Municipal interest to be accomplished by proposal: More efficient use of limited taxpayer resources to deal with achieving compliance under Clean Water Act requirements and state regulations.

Explanation: Many of the impaired water bodies in the state have numerous contributors to the impairments and no individual community can deal with all of the water quality issues within a water body. Also, limited resources should be targeted to the largest water quality improvements to provide the cleanest water resources to our citizens. Around the country various models have been

established, and New Hampshire should assess these various alternatives to see if one or a combination of several models would work for the state. **Submitted by: Carl Quiram, Director of Public Works, Goffstown.**

Priority Policy Recommendations

4. Diversion of Highway Funds.

TO SEE IF NHMA WILL SUPPORT legislation and administrative action to limit or eliminate the diversion of highway funds for non-highway purposes.

5. Site Evaluation Committee and Local Input

TO SEE IF NHMA WILL SUPPORT legislation establishing a procedure similar to RSA 674:54 requiring applicants to the state's Site Evaluation Committee (SEC) to notify and appear before the local planning board prior to the issuance by the SEC of certificates for the construction of energy facilities under RSA 162-H.

6. RSA 162-K: Authority for Inter-municipal Cooperation

TO SEE IF NHMA WILL SUPPORT legislation to provide more explicit authority for inter-municipal cooperation in economic development and revitalization districts (*see* RSA 162-K).

7. Solid Waste Revolving Funds

TO SEE IF NHMA WILL SUPPORT legislation to allow municipalities to establish, by vote of the legislative body, revolving funds for their solid waste programs, including solid waste collection, disposal, and the operation of any municipally operated transfer station, in addition to recycling.

8. Clarify Establishing Highways

TO SEE IF NHMA WILL SUPPORT legislation clarifying that the dedication and acceptance method of highway creation requires express acceptance by vote of the legislative body, or the board of selectmen if so delegated.

9. Water Fund

TO SEE IF NHMA WILL SUPPORT legislation to implement the recommendations of the Commission on Water Infrastructure Sustainability Funding (the "SB 60 Commission"), including (1) the establishment of a water trust fund to ensure adequate annual investment in water infrastructure, and (2) a sustainable revenue source for the water trust fund.

Municipal interest to be accomplished by proposal: Long-term investment in the infrastructure that cleans and carries water is essential to the health and economy of New Hampshire. Water is a resource that cannot be neglected, and a water trust is essential to ensure that large and small

communities can maintain the infrastructure to meet the regulatory limits, and the social and economic goals of communities.

Explanation: The SB 60 Commission worked for three years to develop findings and recommendations for the establishment of a sustainable trust for water infrastructure. NHMA should support this initiative as it affects all New Hampshire municipalities. **Submitted by: Shelagh Connelly, Chair, New Hampshire Water Pollution Control Association.**

Standing Policy Recommendations

10. Adequate Highway Funding

TO SEE IF NHMA WILL SUPPORT legislation to ensure adequate state revenue dedicated to highway improvements, which may include the road toll (gas tax) under RSA 260:32, increased motor vehicle registration fees, or any other source, so long as all additional revenues are used for highway purposes, and provided that the proportionate share of such additional revenues is distributed to cities and towns as required by existing law.

11. Alternative Funding for Transportation

TO SEE IF NHMA WILL SUPPORT the establishment of alternative funding sources to ensure the maintenance and improvement of existing and future state and local transportation infrastructure and to provide greater focus and financial support for all modes of transportation.

12. Conservation Investment

TO SEE IF NHMA WILL SUPPORT permanent funding for the Land and Community Heritage Investment Program and **OPPOSES** any diversion of such funds to other uses.

13. Environmental Regulation and Preemption

TO SEE IF NHMA WILL SUPPORT legislation that (a) recognizes municipal authority over land use and environmental matters, (b) limits state preemption of local environmental regulation, and (c) recognizes that even when local environmental regulation is preempted, compliance with other local laws, such as zoning and public health ordinances and regulations, is still required.

14. Underground Utilities

TO SEE IF NHMA WILL SUPPORT legislation clarifying that municipalities may incur debt for the purpose of removing overhead utilities and replacing them with underground utilities.

15. Energy, Renewable Energy and Energy Conservation

TO SEE IF NHMA WILL SUPPORT legislation encouraging state and federal programs that provide incentives and assistance to municipalities to adopt energy use and conservation techniques that will manage energy costs and environmental impacts, promote the use of renewable energy

sources, and promote energy conservation, and opposes any legislation that overrides local regulation.

16. Open Space Retention and Sprawl Prevention

TO SEE IF NHMA WILL SUPPORT legislation encouraging statewide programs that provide incentives and assistance to municipalities to adopt land use planning and regulatory techniques that will better prevent sprawl, retain existing tracts of open space, and preserve community character.

17. Sludge/Biosolids

TO SEE IF NHMA WILL SUPPORT reliable enforcement of scientifically based health and environmental standards for the management of sludge, septage, and biosolids; and **OPPOSE** any state legislation that would curtail the ability of municipalities to dispose of municipally-generated biosolids through land spreading, when done in accord with such scientifically based health and environmental standards.

18. Current Use

TO SEE IF NHMA WILL OPPOSE any legislative attempt to undermine the basic goals of the current use program and **OPPOSE** any reduction in the 10-acre minimum size requirement for qualification for current use, beyond those exceptions now allowed by the rules of the Current Use Board.

19. Complete Streets

TO SEE IF NHMA WILL SUPPORT legislation providing for consideration and possible implementation of a Complete Streets Policy at the state level, to include accommodating the input and needs of, and the financial impact on, political subdivisions.

Municipal interest to be accomplished by proposal: There is a growing awareness that conventional design, operation and maintenance of transportation facilities have been biased toward accommodating speed and capacity for motor vehicles, and that a more comprehensive approach is needed to adequately support mobility and quality of life for all members of the community. The Complete Streets concept is a response to this concern, which focuses on ensuring that streets are safe, comfortable and convenient for travel for everyone, including motorists, pedestrians, bicyclists and public transportation users, and for all ages and abilities.

In recent years, the City of Portsmouth has been designing its street improvement projects with an increased attention to pedestrian and bicycle safety and convenience, and in 2013 the City adopted a formal Complete Streets policy to formalize this approach. However, it is important that local initiatives such as Portsmouth's be supported by a statewide Complete Streets policy.

Explanation: A statewide Complete Streets policy would require transportation agencies to approach every transportation improvement and project phase as an opportunity to create safer, more accessible streets for all users. These phases include planning, programming, design, right-of-way acquisition, construction engineering, construction, reconstruction, operation and maintenance.

Complete Streets principles can be applied on new projects, but also can be applied incrementally on existing streets through a series of improvements and activities over time.

An effective Complete Streets policy is sensitive to community context. A strong statement about context can help align transportation and land use planning goals, creating livable and resilient villages, towns and neighborhoods.

To date, 27 states have adopted statewide Complete Streets policies, including the New England states of Vermont, Massachusetts, Connecticut and Rhode Island. **Submitted by: Rick Taintor, Planning Director, Portsmouth; Christopher Parker, Director of Planning and Community Development, Dover; Thomas J. Aspell, Jr., City Manager, Concord.**



Legislative Principles

In addition to the established Legislative Policy positions adopted by the New Hampshire Municipal Association membership, the following principles should guide staff in setting priorities during any legislative biennium:

1. Consider unfunded mandate issues that violate Part 1, Article 28-a of the New Hampshire Constitution to be paramount. Identify them and oppose them.
2. Work to maintain existing revenue streams to municipalities, (i.e. revenue sharing, meals and rooms tax, highway, and other state aid). Be especially watchful of proposals to reduce local aid in order to meet other funding commitments.
3. Advocate to maintain existing local authority.
4. Support issues which provide greater authority to govern more effectively, efficiently and flexibly at the local level, including local option legislation. If the legislature is considering adopting a program that is particularly controversial at the local level, support a requirement that a local legislative body vote is necessary before full implementation of the measure.
5. Support bills proposed by individual municipal members, except when they conflict with these principles or other NHMA policies. Staff should prioritize time and resources when there are competing demands in order to focus on NHMA's broad agenda first.
6. Encourage exemptions from state taxes rather than local property taxes when legislative intent is to preserve statewide resources.
7. Advocate for municipal representation on all state boards, commissions, and study committees which affect municipal government and have non-legislative members.
8. Work cooperatively with other groups and associations to support efforts to improve the delivery of services at the local level.
9. Support municipal efforts toward effective regional cooperation and delivery of municipal services.
10. Support efforts to develop a statewide technology network that fosters increased communication and greater compatibility among levels of government and within and between agencies in all levels of government.



**New Hampshire Municipal Association
2015-2016 Legislative Policy Process**

Floor Policy Proposal

Submitted by (name) _____ Date _____

City or Town _____ Title of Person Submitting Policy _____

Floor Policy Proposal approved by vote of the governing body on (date) _____

To see if NHMA will SUPPORT/OPPOSE:

Municipal interest to be accomplished by proposal:

Explanation:

A sheet like this should accompany each proposed floor policy and should record the date of the governing body vote approving the proposal. It should include a brief (one or two sentence) policy statement, a statement about the municipal interest served by the proposal, and an explanation which describes the nature of the problem or concern from a municipal perspective and discusses the proposed action which is being advocated to address the problem. Fax to 224-5406; mail to 25 Triangle Park Drive, Concord, NH 03301; email to governmentalaffairs@nhmunicipal.org. **Must be received by August 15, 2014.**

2015-2016 NHMA Legislative Policy Process Questions & Answers

1. What is the purpose of establishing NHMA legislative policy? The New Hampshire Municipal Association (NHMA) is the voice of New Hampshire's cities and towns before the state legislature and state agencies. Adoption of legislative policy allows your municipal voice to be heard through the actions of your organization – NHMA. By adopting legislative policy, local officials can tell elected representatives what they feel are the major concerns of cities and towns.

The NHMA Board of Directors oversees NHMA's advocacy activities. Legislative policy positions direct the board and NHMA staff in representing municipalities before the legislature and state agencies.

2. How are legislative policy recommendations prepared? In the spring of each even-numbered year, NHMA forms legislative policy committees addressing different aspects of municipal government. The three committees this year are:

1. Finance and Revenue;
2. General Administration and Governance; and
3. Infrastructure, Development and Land Use.

These three policy committees consider issues and problems derived from their own experience as local officials, issues sent in by other members or brought to them by staff, past policy positions, and issues resulting from the most recent legislative session. Each committee holds several meetings during the spring and develops policy recommendations to be voted on by member municipalities at the Legislative Policy Conference.

3. Who votes on adoption, amendment, or rejection of these recommendations, and when? On Friday, September 26, 2014, at 9:00 a.m., the 2015-2016 NHMA Legislative Policy Conference will be held at NHMA offices (25 Triangle Park Drive) in Concord. *Each member municipality will be asked to appoint a voting delegate to cast its vote at this conference.* Each member municipality, regardless of size, has one vote on all policy matters.

In the absence of any other designation by the Board of Selectmen, Aldermen, or Council, a voting delegate card will be issued at the door (in order of priority determined by the NHMA Municipal Officials Directory) to:

Mayor/Chair of Board of Selectmen/Council Chair

OR

Mayor Pro Tem/Vice or Assistant Mayor/Council Vice Chair

OR

Selectman/Alderman/Councilor

OR

City or Town Manager/Administrative Assistant

4. Will other policy proposals be voted on at the conference? Yes, municipalities will have the opportunity to submit floor policy proposals for consideration at the conference. Each floor policy proposal must be approved by the governing body of the municipality submitting it, but the

proposals will not be reviewed or recommended by NHMA's legislative policy committees. Floor policy proposals will be voted on separately at the conference.

5. How does our voting delegate determine a position on these recommendations? We urge each municipality's governing body to discuss the recommendations in advance of the Legislative Policy Conference and vote to take a position on each one, in order to give direction to the voting delegate. Otherwise, your voting delegate is free to cast your municipality's vote as he or she desires.

6. How are the policy recommendations presented and voted on at the Legislative Policy Conference? The chair of the board of directors, as the presiding officer of the Legislative Policy Conference, introduces the entire set of recommendations of each policy committee, one committee at a time, as a slate. The co-chairs of each committee will be available to address questions. Any voting delegate may ask that a recommendation be set aside to be debated and voted on separately. The remaining recommendations are voted upon as a slate. When the slate from each policy committee has been voted, the voting delegates will then return to those items set aside for separate debate and vote. It is at this time that individual items can be killed, amended, passed over, laid on the table, etc. Votes are by a display of special voting delegate cards.

7. Are policies adopted by a simple majority vote? No. NHMA's by-laws require a two-thirds affirmative vote of all members present and voting for approval of any NHMA legislative policy.

8. Why is the Legislative Policy Conference separate from the November annual meeting? The Legislative Policy Conference must be held before the annual conference in order to meet the legislative deadlines for the filing of new bills. The staff needs time after adoption of policies to draft bills and secure sponsors.

9. How will I know what policies are adopted if I don't go to the Legislative Policy Conference? The final 2015-2016 NHMA Legislative Policies will be printed as a supplement in the November/December, 2014 issue of *Town & City* magazine. We will also post them on the NHMA's web site at www.nhmunicipal.org.

10. What happens if an issue that is not covered by any of these policies comes before the legislature? The NHMA Board determines the position that the staff will advocate on issues not covered by specific NHMA Legislative Policy. The policy conference also endorses a set of 10 Legislative Principles, which augment the specific legislative policy positions by setting forth general principles that guide staff in their advocacy efforts.

**TAX CREDIT/EXEMPTION
APPLICATION RECOMMENDATION**

To: Select Board
Town of Lee

Date: August 4, 2014

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

RE: Veteran Tax Credit Application
Tax Map 15 Lot 2-200

The above application and discharge paperwork was provided and reviewed. Based on my review it appears that Charles Walker does qualify for the Veterans Tax Credit. As the application was not received until after the April 15, 2014 deadline it is recommended that the application be approved for the 2015 tax year.

Applicant will be notified upon the Board's decision.

If there are any questions, please let me know.

DDJY Review
SPM
7/7/14

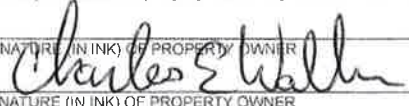
RECEIVED
JUL 01 2014

FORM
PA-29

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

TOWN OF LEE, NH
SELECTMAN'S OFFICE

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 WALKER	FIRST NAME CHARLES	INITIAL E	
	PROPERTY OWNER'S LAST NAME	FIRST NAME	INITIAL	
	MAILING ADDRESS 25 JENKINS RD			
	CITY/TOWN 000015	STATE LEE, NH	ZIP CODE 03861	
	CITY/TOWN TAX MAP # 15	BLOCK # 2	LOT # 2	
ADDRESS OF PROPERTY 25 JENKINS RD LEE NH 03861				
STEP 2 VETERANS' TAX CRED- ITS/EX- EMPTION	1 Veteran's Name CHARLES E WALKER			
	2 Date of Entry into Military Service 10-25-61	3 Date of Discharge/Release from Military Service 11-19-68		
	4 <input checked="" type="checkbox"/> Veteran	<input checked="" 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		
	Veteran of Allied Country			
	5 Name of Allied Country Served in US	6 Branch of Service Navy		
7 <input checked="" 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 checked="" type="checkbox"/> No <input type="checkbox"/> Yes If YES, give name				
10 <input checked="" type="checkbox"/> Total Veteran Exemption	<input checked="" type="checkbox"/> (a) Veteran	<input type="checkbox"/> (b) Surviving Spouse/CU Partner of that Veteran		
STEP 3 OTHER EXEMP- TIONS	11 <input type="checkbox"/> Elderly Exemption Applicant's Date of Birth _____ 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 IMPROVE- MENTS	13 <input type="checkbox"/> Improvements to Assist Persons with Disabilities <input type="checkbox"/> Improvements to Assist the Deaf			
STEP 5 RESIDEN- CY	14 <input checked="" type="checkbox"/> This is my primary residence			
	<input checked="" type="checkbox"/> NH Resident for one year preceding April 1st in the year in which the tax credit is claimed (Veterans' Credit)			
	<input type="checkbox"/> NH Resident for Five Consecutive Years preceding April 1st in the year the exemption is claimed (Disabled & Deaf Exemptions)			
	<input type="checkbox"/> NH Resident for Three Consecutive Years preceding April 1st in the year the exemption is claimed (Elderly Exemption)			
STEP 6 OWNER- SHIP	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 SIGNA- TURES	Under penalties of perjury, I hereby declare that the above statements are true.			
	SIGNATURE (IN INK) OF PROPERTY OWNER 		DATE	
	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 receipted 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 721:1-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/BLCK/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 #	<u>Granted</u>	<u>Denied</u>	<u>Date</u>
<input type="checkbox"/> Veterans' Tax Credit (\$50 minimum to \$500)		Amount \$ _____			
<input type="checkbox"/> Service Connected Total & Permanent Disability (\$700 minimum to \$2000)		Amount \$ _____			
<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"/> Review Discharge Papers (Form DD214), Form # _____					
<input type="checkbox"/> Other Information _____					

VETERANS' EXEMPTION

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

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

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

OTHER EXEMPTIONS

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

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

Memo

TO: Julie Glover
Town Administrator
Town of Lee

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

DATE: August 4, 2014

RE: Discretionary Preservation Easement Release
41 Birch Hill Road - Tax Map 24 Lot 5

Attached is a release form for the above referenced property. The barn which was granted the easement was destroyed by fire and therefore a release needs to be processed. As the structure was destroyed by circumstances not within the owner's control, there is no penalty.

It is recommended that the attached form be signed by the Select Board and filed at the registry of deeds.

If there are any questions or additional information needed, please let me know.

FORM
PA-37

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
DISCRETIONARY EASEMENT RELEASE

STEP 1 PROPERTY OWNER (S)

PLEASE TYPE OR PRINT	LAST NAME BARTH	FIRST NAME ROBERT
	LAST NAME BARTH	FIRST NAME MARIA
	STREET ADDRESS 41 BIRCH HILL ROAD	
	ADDRESS (continued)	
	TOWN/CITY LEE	STATE NH

STEP 2 PROPERTY LOCATION

PLEASE TYPE OR PRINT	STREET 41 BIRCH HILL ROAD				
	TOWN/CITY LEE			COUNTY STRAFFORD	
	NUMBER OF ACRES .069	MAP # 24	LOT # 5	BOOK # 3458	PAGE # 150
	OWNER NAME OF RECORD WHEN LAND WAS FIRST GRANTED DISCRETIONARY EASEMENT BARTH, ROBERT & MARIA				
	DISCRETIONARY EASEMENT RECORDED IN: BOOK # 3693 PAGE # 184			CHECK ONE: PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input checked="" type="checkbox"/>	


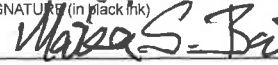
STEP 3 TO BE COMPLETED BY ASSESSING OFFICIALS

Reason for Release: Expiration Personal Hardship Other **FIRE**

Date of Release _____ Full and true value at time of release \$ **N/A**

Discretionary Easement Tax \$ **N/Q**

STEP 4 SIGNATURES OF ALL PROPERTY OWNERS OF RECORD, IF APPLICABLE

TYPE OR PRINT NAME (in black ink) ROBERT L. BARTH	SIGNATURE (in black ink) 	DATE 7-8-14
TYPE OR PRINT NAME (in black ink) Maria S. Barth	SIGNATURE (in black ink) 	DATE 7-11-14
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE

FORM

PA-37

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
DISCRETIONARY EASEMENT RELEASE
 (CONTINUED)

STEP 5 APPROVAL OF A MAJORITY OF SELECTMEN/ASSESSORS

TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE

STEP 6 DISCRETIONARY EASEMENT TAX BILL

PLEASE TYPE OR PRINT	LAST NAME	FIRST NAME
	STREET ADDRESS	
	ADDRESS (continued)	
	TOWN/CITY	STATE
(a) Actual Date of Release (MM/DD/YYYY)		
(b) Date of Easement Release Tax Bill (MM/DD/YYYY)		
(c) Full and True Value of Easement at time of Release		\$
(d) Total Tax Due		\$

STEP 7 CHECKS PAYABLE TO AND MAILED TO - TO BE COMPLETED BY TAX COLLECTOR

(a) Make Check Payable to:		
(b) Mail To:	NAME	
	ADDRESS	
	TOWN/CITY	STATE
(c) Tax Collector's Office Location:		
(d) Tax Collector's Office Hours:		
(e) Include a separate check in the amount of \$ _____ Payable to _____ County Register of Deeds for recording fee.		
(f) Payment of this tax is due no later than 30 days after mailing of this bill. Interest, at the rate of 18% per annum, shall be due if this tax is not paid on or before _____		

STEP 8 ACKNOWLEDGMENT OF PAYMENT

SIGNATURE (IN BLACK INK) OF TAX COLLECTOR	DATE PAID
---	-----------

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
DISCRETIONARY EASEMENT RELEASE

GENERAL INSTRUCTIONS

WHO MUST FILE	Form PA-37, Discretionary Easement Release, shall be used by owners of land currently under discretionary easement in accordance with RSA 79-C:8. Local Assessing Officials may also initiate a release whenever a discretionary easement has expired or no longer exists.
WHAT TO FILE	Land owners requesting a release from discretionary easement shall submit a complete application, Form PA-37, a map showing the easement to be released and an appraisal. Local assessing officials initiating a release shall provide the tax collector with a completed Form PA-37 which shall serve as a warrant for collection of the tax due. The tax collector shall cause a copy to be served upon the land owner along with these instructions advising them of their appeal rights
TAX DUE	Payment of consideration shall be due no later than 30 days after mailing of the tax bill by the tax collector pursuant to RSA 79-C:9,II (d).
WHEN TO FILE	Form PA-37, Discretionary Easement Release, shall be used by a land owner who wishes to be released prior to the expiration date due to an extreme personal hardship pursuant to RSA 79-C:8. The local assessing officials may also initiate a Discretionary Easement Release for any of the following reasons: an agreement of discretionary easement is expired or released pursuant to RSA 79-C:8; the easement no longer meets the test for public benefit in RSA 79-C:3, II.
WHERE TO FILE	Once completed and signed in black ink, this form and attachments shall be filed as follows: Original: Register of Deeds after Tax Collector collects the tax Copy: Tax Collector Copy: Local Assessing Officials Copy: Land Owner
APPEALS	If a landowner disagrees with the release of a discretionary easement, they may appeal in writing within 6 months to the Board of Tax and Land Appeals or to the County Superior Court in accordance with RSA 79-A:9 or RSA 79-A:11. If a land owner is denied an application for release due to hardship pursuant to RSA 79-C:8, the land owner may appeal the denial within 6 months of any such action to the board of Tax and Land Appeals or the County Superior Court. Forms for appealing to the Board of Tax and Land Appeals may be obtained from the NH Board of Tax and Land Appeals, 107 Pleasant Street, Concord, NH 03301 or by calling (603) 271-2578 or by visiting their web site at www.state.nh.us/btla . Be sure to specify that you are appealing the release of your Discretionary Easement or Denial to be Released from a Discretionary Easement.
ADA	Individuals who need auxiliary aids for effective communication in programs and services of the department are invited to make their needs and preferences known to the NH Department of Revenue Administration.
NEED HELP	Contact your local municipality or the Property Appraisal Division at (603) 230-5950.

LINE-BY-LINE INSTRUCTIONS

STEP 1	Enter the complete name(s), address, municipality, state and zip code of the discretionary easement property owner(s) subject to a discretionary easement release under RSA 79-C.
STEP 2	Enter the location information of the property in the spaces provided.
STEP 3	The assessment of the discretionary easement tax will be completed by the local assessing officials by entering the assessment of tax due.
STEP 4	If the land owner(s) are applying for a release due to personal hardship, all property owners of record must type or print their full name, sign and date in black ink in the spaces provided. If initiated by the town officials owners signatures are not required.
STEP 5	Signatures of a majority of the local selectmen or tax assessors on the lines provided indicates approval.
STEP 6	The local officials shall complete this section. This shall serve as a tax bill for the easement release.
STEP 7	To be completed by the local assessing officials, indicating to whom to make the check payable and where to send it.
STEP 8	The tax collector must sign and date in black ink to indicate when the tax is paid and then shall remit the original Form PA-37-A and the recording fee to the County Registry of Deeds.

OATH OF OFFICE

To Michael J. Lyczak of Barrington, New Hampshire in the County of Strafford,

WHEREAS, there is a vacancy in the office of the Lee Police Department in said town, and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said Michael J. Lyczak, a Sergeant of said town; and upon your taking the oath of office, and having this appointment and a certificate of said oath of office recorded by the town clerk, you shall have the powers, perform the duties, and be subject to the liabilities of such office, until another person shall be chosen and qualified in your stead.

Given under our hands this 4th day of August 2014

Selectmen of
Lee

I, Michael J. Lyczak, do solemnly swear (affirm) that I will faithfully and impartially discharge and perform all the duties incumbent on me as a Full-time Sergeant according to the best of my abilities, agreeably to the rules and regulations of the Constitution, the laws of the State of New Hampshire, and the ordinances of the Town of Lee, SO HELP ME GOD.

STATE OF NEW HAMPSHIRE
STRAFFORD SS,

Personally appeared the above named Michael J. Lyczak who took and subscribed the foregoing oath.

Before me,

Robin Marie Estee Date July 31, 2014
ROBIN MARIE ESTEE
Justice of the Peace - New Hampshire
Commission Expires August 14, 2018

Received and recorded.

Town Clerk



TOWN OF LEE

DEPARTMENT HEAD LEAVE NOTICE

This form is to be completed and submitted to the Town Secretary so that leave may be deducted from your leave accruals. In most cases, notice must be submitted prior to leave being taken and, in the case of sick leave taken because of unexpected illness, this form is to be submitted immediately upon your return to work.

DATE OF REQUEST: 8/4/14 DATE(S) OF LEAVE: as able 8/4 - 9/15

TOTAL HOURS REQUESTED: 40 max.

TYPE OF LEAVE REQUESTED (check one):

- Vacation
- Sick
- Personal Day
- Bereavement
- Other _____

Explanation (if necessary): _____

Caren Rossi

Print Name

Caren Rossi

Signature

Vacation leave of more than five working days and other forms of leave under certain circumstances must be approved by the Board of Selectmen prior to leave being taken, and sick leave may require medical certification (please see Personnel Policy & Procedures Manual for details.)

Approval: _____ Date: _____
Chairman, Board of Selectmen

Denied

Reason: _____

Cellular Phone Application

Please use this form to apply for a Town of Lee cellular phone or to get approved for reimbursement for your personal cellular phone. Please fill out this form in its entirety and please be specific with justifications. Once this form is completed turn into the Town Secretary who will pass it on to the Board of Selectmen for approval. Once this form is approved please provide a copy to the IT Department.

New Employee Information

- 1. First Name: Michael
- 2. Last Name: Lyczak
- 3. Middle Initial: J.
- 4. Start Date: November 11, 2008
- 5. Department: Police
- 7. Department Head: Thomas C. Dronsfield, Jr.
- 8. Employment Status: Full Time Part Time Volunteer
- 9. Will a new phone need to be purchased for this person?
 Yes No, he/she will be using an existing phone, #: _____
- 10. Please estimate the minutes per month this person will be using: _____
- 11. Will this person require a smartphone and a smartphone plan?
 Yes No

Justification (please justify the need for a new phone, the minutes per month and if necessary why a smartphone may be needed):

Sergeant Lyczak will be the on-call officer for at least 1/2 of each week. He will
be required to answer questions that officers have at any time of day or night. Additionally,
Sergeant Lyczak will be responsible for filling details as they are called into the police
department. A lot of these calls may occur while he is not at work.
Requesting 30.00 stipend/month

Cellular Phone Application

Please use this form to apply for a Town of Lee cellular phone or to get approved for reimbursement for your personal cellular phone. Please fill out this form in its entirety and please be specific with justifications. Once this form is completed turn into the Town Secretary who will pass it on to the Board of Selectmen for approval. Once this form is approved please provide a copy to the IT Department.

New Employee Information

1. First Name: Donald

2. Last Name: Laliberte

3. Middle Initial: J.

4. Start Date: June 30, 2014

5. Department: Police

7. Department Head: Thomas C. Dronsfield, Jr.

8. Employment Status: Full Time Part Time Volunteer

9. Will a new phone need to be purchased for this person?

Yes No, he/she will be using an existing phone, #: (603) 496-2181 (his personal number)

10. Please estimate the minutes per month this person will be using: _____

11. Will this person require a smartphone and a smartphone plan?

Yes No

Justification (please justify the need for a new phone, the minutes per month and if necessary why a smartphone may be needed):

Officer Laliberte will be utilizing his own personal smartphone to work with attorneys
representing people that the Lee Police Department arrest. The work that he performs

during his off duty hours will provide a much smoother process at Dover District Court
during arraignments and trials. Additionally, the work that Officer Laliberte does in

preparation for court will reduce the amount of overtime spent as fewer officers will

be needed for court appearances.

The Lee Police are requesting a \$30 reimbursement to be paid to Officer Laliberte

Denise Duval

From: Julie Glover <townadministrator@leenh.org>
Sent: Wednesday, August 13, 2014 2:14 PM
To: Denise Duval
Subject: FW: Durgin Preserve

Please put this in the consent agenda as information only, thanks.

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

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

From: bhummm@aol.com [<mailto:bhummm@aol.com>]
Sent: Wednesday, August 13, 2014 2:10 PM
To: townadministrator@leenh.org; dcedarholm@leenh.org; cdennis@leenh.org; sbugbee@leenh.org
Subject: Durgin Preserve

You may recall that at the July 21 Select Board meeting, Sandra Holl asked the Board to consider cutting trees along the shore at Durgin Preserve to provide for sunbathing. I responded at the time that I believed that the Conservation Commission would be opposed to such an action. Scott requested that I raise the issue at the next meeting of the Commission and to report the results. On Aug. 11, the Commission expressed strong opposition to cutting trees or shrubs along the shoreline, noting particularly that the vegetation prevents erosion of the pond's banks and that it also provides shade and cover for mammals, amphibians, and aquatic life at the pond's edge.

If you have further questions, please let me know.

Bill Humm

Denise Duval

From: Julie Glover <townadministrator@leenh.org>
Sent: Wednesday, August 13, 2014 3:47 PM
To: Denise Duval
Subject: FW: Charity Bicycle Ride - October 18th - passes through Lee
Attachments: Lee LOCO Cycling 2014 KKOTR COI.pdf

Consent agenda

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

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

From: arlonchaffee@gmail.com [<mailto:arlonchaffee@gmail.com>] **On Behalf Of** Arlon Chaffee
Sent: Wednesday, August 13, 2014 3:45 PM
To: Julie Glover
Cc: Tom Dronsfield
Subject: Charity Bicycle Ride - October 18th - passes through Lee

Julie - the 4th Annual Krempels King of the Road Challenge charity bicycle ride will take place on Saturday Oct 18th. The ride starts and finishes at Timberland in Stratham. The route again comes through Lee: Camp Lee> Rt 152 W> Demeritt> Cartland> Lee Hill> Wednesday Hill

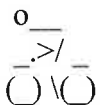
We expect 375+ riders this year but, by the time they reach Lee, they should be fairly spread out. We have all corners marked with (pole mounted) arrows and put up motorist Caution signs during the week before the event. All signs should be removed by a sweep vehicle that day or, latest, within 24 hours. Riders are instructed to obey the rules of the road.

I am sending along a cert of insurance - see attached. I am also cc'ing Chief Dronsfield, in case we need to discuss any public safety aspects of the ride.

Of course, I am happy to answer any questions either of you may have.

Thanks!

Arlon



Friends don't let friends ride slow

Arlon A. Chaffee

Big Wheel, LOCO Cycling, Inc.
PO Box 471
Newmarket NH 03857
Phone: 603.682.9954

Please consider the environment before printing this e-mail



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/08/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
	PHONE (A/C, NO, EXT): 877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Federal Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC#	20281-001

COVERAGES **CERTIFICATE NUMBER: 21918928** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	79960314	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

Endorsement 80-02-2306: Additional Insured : As required by written contract, Certificate Holders are named as Additional Insureds for USA Cycling sanctioned/permitted events.

Endorsement 80-02-9301: Event Organizer and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC event permit application and coverage will be afforded only for the specific event and dates on the permit.

CERTIFICATE HOLDER**CANCELLATION**

Town of Lee NH 7 Mast Rd. Lee, NH 03861	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Texas, Inc.		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	
POLICY NUMBER 79960314		EFFECTIVE DATE: 12/31/2013	
CARRIER Federal Insurance Company	NAIC CODE 20281-001		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Event #2014-2958
 Event Name: Krempels King of the Road Challenge
 Event Location: Stratham, NH
 Event Date: 10/18/2014

Certificate Holder is an Additional Insured with respects to Event #2014-2958, Krempels King of the Road Challenge, in Stratham, NH on 10/18/2014, but only with respect to the liability arising out of the Named Insured's Operations.



Liability Insurance

Endorsement

Policy Period DECEMBER 31, 2013 TO DECEMBER 31, 2014
Effective Date DECEMBER 31, 2013
Policy Number 7996-03-14
Insured USA CYCLING, INC.
Name of Company FEDERAL INSURANCE COMPANY
Date Issued OCTOBER 11, 2013

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

State Or Political Subdivision – Permits

Any state or political subdivision designated below is an **insured**; but they are **insureds** only with respect to liability arising out of operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

Under Bodily Injury/Property Damage Exclusions, the following exclusion is added:

Bodily Injury/Property Damage Exclusions

Operations For State Or Political Subdivision

This insurance does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard** arising out of operations performed for any state or political subdivision designated as an **insured**.

Under Policy Exclusions the following exclusion is added:

Policy Exclusions

*Operations For State Or
Political Subdivision*

This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of operations performed for any state or political subdivision designated as an **insured**.

Designation Of State Or Political Subdivision

AS REQUIRED BY WRITTEN CONTRACT/PERMIT

All other terms and conditions remain unchanged.

Authorized Representative

