

SELECT BOARD MEETING AGENDA

DATE: 5:00pm Monday, October 13, 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 - 5:00 pm
2. Non-Public
 - a. RSA 91-A:3 II (a) – Review Town Administrator’s Employment Agreement
3. Public Comment
4. **Jim Hewitt, NHDOT System Engineer – NHDOT Decision re: Bricker Driveway**
Review and discuss the NHDOT decision to require that the Bricker property’s driveway on George Bennett Road be closed or used as an entrance only in order to allow a proposed driveway entrance on Rt.155 for Library.
5. **Pat Jenkins, Heritage Commission Chair – Storage Container**
Revisit the outstanding issues with the lack of storage for the Heritage Commission and the condition of the metal storage container.
6. **Chief Tom Dronsfield, Police Department – Smoking Policy**
Per the Board’s request, Chief Dronsfield is present to speak regarding the need to update and revise the Town’s Smoking Policy to cover all tobacco products.
7. **Select Board – Needs Assessment RFP**
Review the submittals for the Town’s Needs Assessment RFP which were received on October 25, 2014.
8. **Select Board – Bricker Property Purchase**
Discuss whether or not the Town should move forward with a warrant article to purchase the Bricker property.
9. **Chairman Cedarholm, Race Track Committee Rep – Race Track Sound Study RFP**
Present the Board with a draft RFP for review and discussion.
10. **Julie Glover, Town Administrator Report**
 - Budget Calendar – Schedule Public Hearings and Deliberative Session
 - Miscellaneous
11. **Consent Agenda Items** - (Individual items may be removed by any Selectman for separate discussion and vote)

SIGNATURES REQUIRED

Intent to Cut
Warrant Letter
Cemetery Plot Document

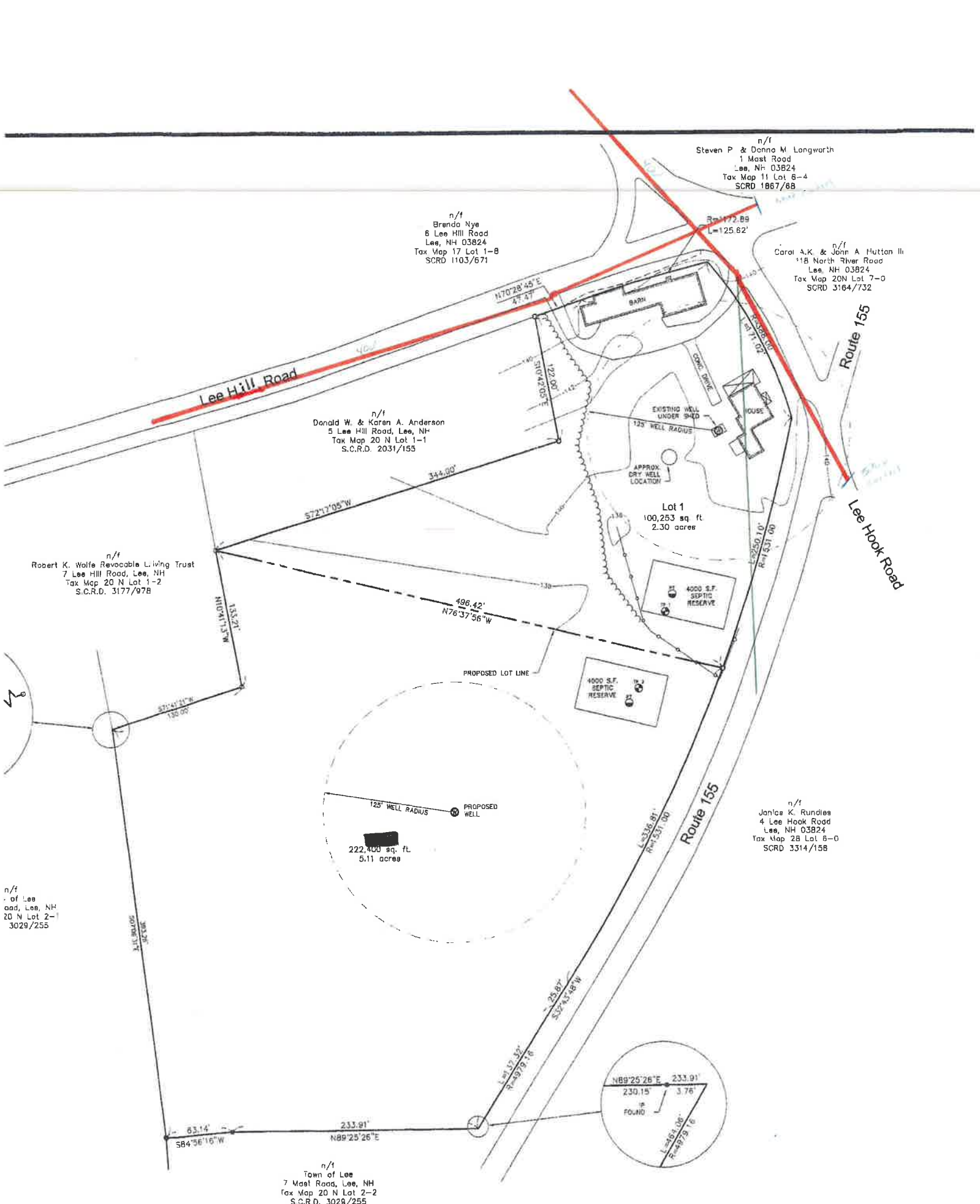
INFORMATION ONLY

Veteran’s Resort Letter
Durham Public Notice Hearing

12. Acceptance of the BOS Public Meeting Minutes from September 29, 2014.
13. Acceptance of Manifest #7 and Weeks Payroll Ending October 12, 2014
14. Miscellaneous/Unfinished Business
15. Non-Public
 - a. RSA 91-A:3II (a) – Police Chief
 - b. RSA 91-A:3II (d) – Kennard Property
 - c. RSA 91-A:3 II (c) –Tax Deeds
16. Adjournment

Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on October 10, 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.



n/i
Steven P & Donna M Longworth
1 Mast Road
Lee, NH 03824
Tax Map 11 Lot 6-4
SCRD 1867/68

n/i
Brenda Nye
6 Lee Hill Road
Lee, NH 03824
Tax Map 17 Lot 1-8
SCRD 1103/671

n/i
Carol A.K. & John A Hutton II
118 North River Road
Lee, NH 03824
Tax Map 20N Lot 7-0
SCRD 3164/732

n/i
Donald W. & Karen A. Anderson
5 Lee Hill Road, Lee, NH
Tax Map 20 N Lot 1-1
S.C.R.D. 2031/153

n/i
Robert K. Wolfe Revocable Living Trust
7 Lee Hill Road, Lee, NH
Tax Map 20 N Lot 1-2
S.C.R.D. 3177/978

n/i
Janice K. Rundies
4 Lee Hook Road
Lee, NH 03824
Tax Map 28 Lot 6-0
SCRD 3314/158

n/i
of Lee
oad, Lee, NH
20 N Lot 2-1
3029/255

n/i
Town of Lee
7 Mast Road, Lee, NH
Tax Map 20 N Lot 2-2
S.C.R.D. 3029/255

8. Driveway Limitations.

(a) No more than 1 driveway shall be permitted to a single parcel of land or lot of record, on a single highway unless there is all season safe sight distance of 122 meters, or 400 feet in both directions along the highway. If the all-season safe sight distance cannot be obtained, and the driveway is not an unreasonable hazard to the traveling public, the single driveway shall be located at the safest point as determined by the district engineer.

(b) When frontage along the highway is 152 meters, or 500 feet or less, no more than 2 driveways to a single parcel of land or lot of record shall be permitted, so long as all season safe sight distance can be maintained for all driveways and there are no other significant safety risks that could endanger the traveling public.

(c) Except as provided in subsection (d), when frontage on a single parcel of land or lot of record does exceed 152 meters, or 500 feet, no more than 3 driveways or accesses shall be permitted. The construction of internal street systems or service roads outside the highway right of way shall be utilized, if practicable, to provide greater safety for the subdivision occupants as well as other highway users, and to maintain the level of service of the highway.

(d) The district engineer may grant exceptions to (c) above if warranted by unusual conditions. In determining whether an exception may be granted, the district engineer shall consider the following factors:

(1) Whether the literal enforcement of the policy will result in unnecessary hardship to the applicant, which hardship may be demonstrated by:

a. The presence of topographical features of the property which unreasonably restrict internal street access, such as mountains, ravines, lakes, rivers and wetlands;

b. Restrictive parcel area and depth which unreasonably constricts internal street access; or

c. Other unique characteristics such as frontages in excess of 305 meters, or 1000 feet or historic considerations; and

(2) Whether the grant of a driveway permit is consistent with the spirit and intent of this policy as expressed in the Purpose section above.

9. Right-of-Way Restrictions

(a) Parking, loading, vending or servicing of vehicles shall not take place on the state highway or in the right of way.

(o) "Industrial establishment" means any establishment designed for, or at which manufacturing, assembling, warehousing or fabricating of any kind is undertaken.

(p) "Level of service" means a measure of a road's utility which is expressed by category and is determined by designed vehicular speed and traffic volume as defined in the current edition of the Highway Capacity Manual, Special Report 209, published by the Transportation Research Board, National Research Council, Washington, D.C.

(q) "Lot of Record" means a parcel of land that was separately described and delineated by deed or on a locally approved subdivision plan recorded in the applicable registry of deeds on or before July 1, 1971, regardless of how a local municipality may define the term in its land use ordinances.

(r) "Major traffic generator" means any residential, commercial or industrial establishment that generates or is projected to generate traffic which significantly lowers or could adversely affect the current level of service of a state highway.

(s) "Major entrance" means any driveway that serves a commercial establishment, industrial establishment, shopping mall, subdivision, town road or a major traffic generator, to be designed in accordance with Appendix II, Figures II to VII inclusive and XVII to XXII inclusive.

(t) "Parcel" means a tract of land under single or common ownership, including any proposed commercial or industrial establishment or subdivision even though acquired by more than 1 conveyance or held nominally by more than 1 owner.

(u) "Residential driveway" means an access point designed to serve a dwelling, and includes an access point serving 2 or more parcels, which is called a common driveway, to be designed in accordance with Appendix II, Figure I, II, XVI, or XVII, as appropriate.

(v) "Right-of-way" means state-owned property, easements or other interests therein, dedicated to state highway purposes.

(w) "Right-of-way line" means the boundary line between the state right-of-way and the abutting parcel of land.

(x) "Shoulder" means that portion of the roadway, contiguous with the travel lane, designed for safety, to improve road capacity, and to provide lateral support of the base and surface courses of the roadway.

(y) "State Highway" or "Highway" means the entire area within the right-of-way of all state maintained class I and III highways as well as state maintained portions of class II highways, as defined in RSA 229:5.

(z) "Swale" means a shallow depression in the surface of the land of specified depth and distance from the travel lane, designed and constructed to drain surface waters.

SMOKING POLICY

Revisions 9/24/14 by Atty. Mike Ricker, PRIMEX

BACKGROUND AND PURPOSE: The Town of Lee is committed to providing a healthy, comfortable, professional and productive work environment for our employees and the citizens with whom they interact. ~~This goal can be achieved only through ongoing efforts to protect nonsmokers and to help employees adjust to restrictions on smoking.~~ According to NH RSA 155:64 et seq. (Indoor Smoking Act), smoking is prohibited in all enclosed places of public access and publicly owned buildings and offices, including work places.

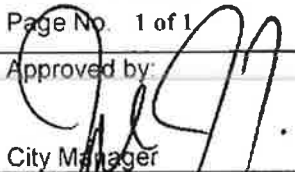
POLICY: The Town of Lee prohibits smoking and any other use of tobacco products in all enclosed places of public access and publicly owned buildings and offices, including work places and vehicles. Smoking and tobacco product use is also prohibited during work time, which does not include approved breaks. Tobacco products include but are not limited to cigarettes, cigars, bidi cigarettes, smokeless tobacco, snuff, pipe tobacco, and chewing tobacco.

SMOKING AND ANY OTHER USE OF TOBACCO PRODUCTS IS PROHIBITED THROUGHOUT ALL TOWN BUILDINGS AND VEHICLES AND DURING WORKING HOURS.

1. Department Heads may designate a limited outdoor smoking and tobacco product use area for their facilities, well away from any means of entrance and egress.
2. The designated smoking and tobacco product use areas shall be used only during approved breaks, and not during work time.
3. In the event an employee has a legitimate medical condition related to nicotine dependency, the Town will consider requests for reasonable accommodations such as reasonable additional approved breaks, use of nicotine gum at work, time off for medical treatment, etc.
4. Smoking and tobacco product use shall not result in unsanitary work conditions, litter or unprofessional hygiene while on duty.

Discipline may be imposed according to the procedures outlined in this Policy for an employee who violates this Policy ~~willfully continues to smoke in a no-smoking area.~~

ADMINISTRATIVE REGULATION

Office of the City Manager Executive Department City of Dover, New Hampshire	Effective Date: June 2, 2014	A.R. No: 2 - 5
		Page No. 1 of 1
Subject: Smoke-Free Work Environment	Supersedes: November 6, 2009 May 22, 1995	Approved by:  City Manager

1.0 PURPOSE:

To establish the policy and procedures providing for a tobacco-free, smoke-free, and smoking-free work environment in all City facilities and vehicles.

- 1.1 The New Hampshire Indoor Smoking Act, NH RSA 155:64-78, restricts and regulates smoking in enclosed workplaces, enclosed places accessible to the public and in enclosed publicly owned buildings. The New Hampshire legislature approved the Act during its 1990 session, and the first phase, restricting smoking in publicly owned buildings and offices took effect as of January 1, 1999. Pursuant to RSA 155:65, "smoking" means having in one's possession a lighted cigarette, cigar, or pipe, or any device designed to produce the effect of smoking.
- 1.2 The General Court of the State of New Hampshire has declared that smoking is a danger to health and is a cause of material annoyance and discomfort to those present within enclosed spaces. The New Hampshire Lung Association quotes studies stating that non-smokers exposed to tobacco at work show a dysfunction in the small airways of the lungs. Several studies link the inhalation of secondhand smoke to an increased risk of cancer and cardiovascular disease. In view of the above, the following policy providing for a tobacco -free, smoke-free and smoking-free work environment is established.

2.0 ORGANIZATIONS AFFECTED:

All Departments and Divisions of the City, and the General Public.

3.0 POLICY:

- 3.1 Smoking, which includes the use of electronic or vapor cigarettes, and/or the use of tobacco, in any form, shall be prohibited within the confines of any City owned or leased facility or vehicle.
- 3.2 City employees shall not be allowed to engage in smoking and/or the use of tobacco while performing work duties, and breaks for smoking and/or tobacco use shall only be allowed during normally designated work break periods.
- 3.3 Any employee found to be in violation of this regulation is subject to progressive disciplinary action, including provisions contained in the NH Statutes relating to smoking/tobacco use in the workplace.
- 3.4 Department heads shall be responsible for the enforcement of the provisions of this regulation.
- 3.5 Limited exceptions to the policy or procedures outlined in this regulation may be granted in writing by the City Manger

Subject: Smoke-Free Work Environment	Effective Date: June 2, 2014	A.R. No. 2 - 5 Page No. 2 of 2
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4.0 **PROCEDURES:**

- 4.1 Each City owned or leased facility shall have an outside smoking and/or tobacco use area for employees designated by the Department Head having overall responsibility for the facility. Such areas shall have installed and maintained appropriate waste receptacles for the proper and safe disposal of smoking/tobacco materials.



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

Office Use Only
Meeting Date: October 13, 2014
Agenda Item No. 7

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
10/13/2014

Agenda Item Title: Facilities Needs Assessment RFP

Requested By: Select Board **9/29/2014**

Contact Information: 603-659-5414

Presented By: Julie Glover, Town Administrator

Description: Review the submittals for the Town's Facilities Needs Assessment RFP which were received on October 25, 2014.

Financial Details: N/A

Legal Authority NH RSA 41:8

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

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to instruct the Town Administrator to contact the following applicants to schedule interviews with the Select Board on _____:



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

Needs Assessment Request for Proposals
Addendum No. 1- Issue date September 11, 2014

Please remember to acknowledge receipt of all addenda on submission

The following questions were submitted by Harriman Architects & Engineers:

1. Page 1 of the RFP defines the area of focus to be the facilities of Administrative, Town Clerk/Tax Collector and Planning/Code Enforcement located in the Town Hall and Annex. Page 4 of the RFP re-affirms that the focus of the scope will be the facilities for Administrative, Town Clerk/Tax Collector and Planning/Code Enforcement/Building Inspection. During the site visit, the Library was toured. **Please clarify how the existing Library does or does not relate to the scope of the services sought.**
 - A. *There are at present plans to build a new Library at the former Bricker Property and to eventually move the functions currently housed in Town Hall to the existing library. Evaluate the feasibility of accommodating the Town Hall functions, as well as Planning & Zoning in the existing Library. Also recognize that the Public Safety Complex and Stevens Field are also included in the area of focus as alternative sites.*
2. Page 1 of the RFP states that 'The scope of services does not include design of any municipal structures...'* **Please confirm then that the work will be to define and rank options for meeting the town's needs within the existing Town owned facilities and/or provide further clarification.**
 - A. *Correct, although also explore the feasibility of building a new facility and we would expect to see conceptual plans of various options.*
3. Page 4, III. A. 'It is expected that the Awardee will work within the defined budget.' **What is the defined budget?**
 - A. *The budget will be determined by the Board's acceptance of the proposed costs and scope of work.*
4. In accord with question 2 above* please clarify if the defined budget is for future construction costs associated with renovations of existing facilities or is there anticipation of a new facility? **If a new facility, design would be needed in order to assess costs.**
 - A. *Budget refers to the budget for the work anticipated by this RFP.*



TOWN OF LEE
Town Administrator
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Needs Assessment Request for Proposals
Addendum No. 1- Issue date September 11, 2014
Page 2 of 2

5. And Page 5, 9. For recommended alternate locations evaluate the existing conditions of the Town Hall/Library site, Public Safety Complex and Stevens Field plus all other Town owned properties within ½ mile radius of the Town Center, ...

Please quantify how many sites will be evaluated. And confirm that the level of evaluation will be based on 'observation' and review of available site plans but will not include added measures such as surveying and geotechnical exploration.

- A. *Successful firm will review maps of the Town-owned property w/in the ½ mile radius and offer an opinion as to the general viability or potential of the alternative sites to provide the needed municipal services. No surveying or geotechnical exploration is expected under this RFP.*

End of Addendum No. 1



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

Needs Assessment Request for Proposals
Addendum No. 2- Issue date September 15, 2014

Please remember to acknowledge receipt of all addenda on submission

The following questions were submitted by Amoskeag Architectural Group:

"I am writing to inquire web links be sent to the requested documents for review in regards to the RFP Town of Lee."

1989 Town Hall Energy Study

Response: Attached as part of this Addendum

2007 Town Offices Needs Assessment

Response: This was included with the original RFP package; that document can be found on the Town's website: http://www.leenh.org/Pages/LeeNH_WebDocs/bids

2009 Lee Town Center Study

Response: This was included with the original RFP package; that document can be found on the Town's website: http://www.leenh.org/Pages/LeeNH_WebDocs/bids

*Also, any additional documents regarding "...review the energy audit and associated documents developed by the Lee Energy Committee".

Response: The 2011 Energy Audit Reports for the Town Hall, Town Hall Annex, and Public Safety Complex were included with the original RFP package; which can be found on the Town's website: http://www.leenh.org/Pages/LeeNH_WebDocs/bids



NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES

State of New Hampshire Department of Libraries, Arts & Historical Resources 603-271-3483
Walker Building, 15 South Fruit St., Box 2043, Concord, NH 03302-2043 603-271-3558

6 October 1989

Ms. Lee Buchanan-Gregory
Town Administrator
Town Hall
Lee, New Hampshire, 03857

Re: Lee Town Hall energy project

Dear Ms. Buchanan-Gregory:

It was a great pleasure to meet you on Monday. I greatly appreciated the time you took from your schedule to show me the town hall and to explain plans made thus far to increase the energy efficiency of the building.

As I explained to you, my comments are offered in the spirit of technical assistance to the town. As far as I know, the Division of Historical Resources holds no covenants and exercises no controls over the Lee Town Hall. While we hope that the town will choose to follow our advice, that will be a matter to be decided freely by the town and its other consultants.

To recapitulate what we both already know, the Lee Town Hall was built in 1846. While I have not had an opportunity to examine the town accounts for that period, I'm sure that the building represents local talent in both design and construction. It is an unusually fine town hall for the period. While its original plan was duplicated in many other New Hampshire town halls built at the same time, the Lee Town Hall is very unusual in being built of brick rather than wood.

In its original plan, the town hall probably had a meeting room on the first floor. In keeping with the plan used by many towns during the 1840s, the front of the attic above the meeting room would have been finished off as a selectmen's office. The area behind that (now your office) would probably have been a poorly-lighted attic until the shed dormers were cut into the roof to allow the area to be finished as a library (as I understand). The window in the inner wall of the selectmen's office was probably intended to throw some light from the selectmen's office into the front of the attic.

The building has undergone a series of changes. The dais at the front of the hall appears to date from the post-Civil War era, as does the matched board sheathing in the selectmen's office. The maple flooring of the hall or meeting room and the 6-over-6 window sashes appear to date from

about 1900. The wood-sheathed finish of the old library appears somewhat later than that, and of course quite recent changes have been made to most of the woodwork of the first floor hall.

The alterations made to the building thus far show an interesting evolution and do not greatly detract from the essential integrity of the building. Nor will the installation of further insulation, if properly done, offer any threat to the integrity or longevity of the structure.

The building does, however, show evidence of water problems of two kinds, and these could continue or could even be worsened by installation of insulation or other energy-saving materials if cognizance is not taken of their threat.

The first type of water problem appears to have been the formation of ice dams at the eaves of the roof, with consequent backup of roof water under the shingles. This has resulted in a degree of decay of some of the rafter feet and probably of the wall plates.

If this condition has occurred after the installation of insulation on the knee walls of the old selectmen's room and above the ceiling of the hall below, then it is evident that this insulation is not adequate. Ice dams occur when heat escapes through a roof and melts the snow on the roof. The meltwater then runs down to the colder eaves, where it refreezes and forms a dam.

Ideally, therefore, you want the upper surface of the roof to be as cold as the outside climate. This can only be accomplished by further insulating the attic spaces, including the hidden spaces under the eaves and over the ceilings of your office and the old selectmen's room. If this were undertaken through careful removal and replacement of a small section of the tongued-and-grooved "ceiling" board overhead in your office, no harm would be done to the building's integrity.

To reduce heat loss to a minimum level, it may be advisable to insulate between the rafters as well as on the horizontal surfaces at the floor and ceiling levels of your office. If this is done, I would recommend the installation of soffit vents between each rafter. If installed properly, these would allow air to circulate upward under the roof sheathing and to escape through the ridge vents already in place. At present, the ridge vents permit some hot air to escape in summertime, but don't take advantage of the full potential of convection in carrying off either heat or water vapor.

The subject of water vapor brings me to the second kind of water problem that affects the building: condensation. Condensation can become a severe and destructive problem in old buildings which were not designed for insulation. Water vapor, which is an invisible, gaseous form of water present in warm air, can penetrate small crevices and even most materials such as wood and plaster. As it migrates toward a region of lesser vapor (the cold, dry outside air in wintertime), it eventually encounters a point where it cools to the point that condensation begins. This point of condensation can often be in the walls of a building. In a

Garvin to Buchanan-Gregory, 6 October 1989, page 3.

brick building, the area of easiest migration of the water vapor will be out through the wooden membrane of the roof. I suspect that some of the damage I described above as resulting from ice dams is actually the result of condensation of water vapor in the cold eaves space during winter. You may recall that I pointed out some stains on the wooden front gable of the building. These very likely represent points where condensation has leached out of gaps in the trim and clapboards during cold weather.

Condensation of water vapor in hidden areas can cause severe damage and extensive destruction of buildings. Condensation must be kept to a minimum for the health of any structure. This can be accomplished in two ways: 1) by reducing the amount of water vapor in the warm inside air, and 2) by preventing the water vapor from migrating to a colder place where it will condense into liquid water.

In the case of the town hall, I am certain that the energy specialists you have employed will use every method at their disposal to provide vapor barriers that will halt the migration of water vapor through newly insulated spaces. I'm sure that they will also consider methods by which water vapor that does reach the outer skin of the building can be safely vented to the outside air rather than being trapped inside to cause decay.

On that point, I want specifically to recommend against the installation of aluminum or vinyl siding on the wooden gable end of the town hall. The installation of such an impervious covering on the outside of a building with known water vapor problems is virtually a guarantee of hidden damage, to say nothing of the inevitable loss of detail and character that such an installation usually entails. The fact that we saw evidence of water having run down the face of the front gable shows what would have occurred if vinyl siding had been present: the water would have been trapped behind the siding to do hidden damage rather than eventually evaporating in the outside atmosphere.

Damage from condensation behind vinyl and aluminum siding has become so widespread that our office never recommends the installation of such siding on any building not specifically designed for it. Clearly, no old building was ever designed for such a covering. I enclose some copies of literature on synthetic siding which our office keeps on hand for public distribution.

As to the severity of condensation in the town hall, I suspect that some of the problem originates in the crawl space beneath the first floor. As you know, I explored that space to some extent on Monday. Probably the most important thing I saw there was the dampness of the earth well within the perimeter of the building. It is clear that roof water is migrating beneath the foundation and causing considerable dampness under the building. Probably the installation of the floor insulation upside down, with its kraft paper vapor barrier facing the crawl space, was someone's attempt to seal off this dampness. I would recommend that the dampness be reduced at its source by the simple expedient of spreading a well-lapped covering of 6 mil black polyethylene over the entire floor of the crawl space. Our office routinely recommends this for dirt-floored

Garvin to Buchanan-Gregory, 6 October 1989, page 4.

cellars and crawl spaces, and we have found that it can dramatically reduce water vapor in the rooms above.

Beyond these points, I don't want to comment on your energy-saving program because I don't know the specifics that will be recommended. My main point in writing at such length has been to point out that the greatest present hazard to this historic building is not loss of heat; it is water in one form or another.

If I can be of any further help, or if you want additional copies of any of our literature, please let me know. Meanwhile, I thank you again for giving me so much of your time on Monday.

Sincerely,

James L. Garvin
Architectural Historian

Encl.

cc: Pam Urban, Governor's Energy Office
David Buffum, Architects' Planning Team

Lee Town Hall

Lee Buchanan-McGregor

1846 town hall
bad cond

brick structure 1860s

2 dormers 1860

Crumpy grant - Gov's

Technical cert. grant

Water under roof

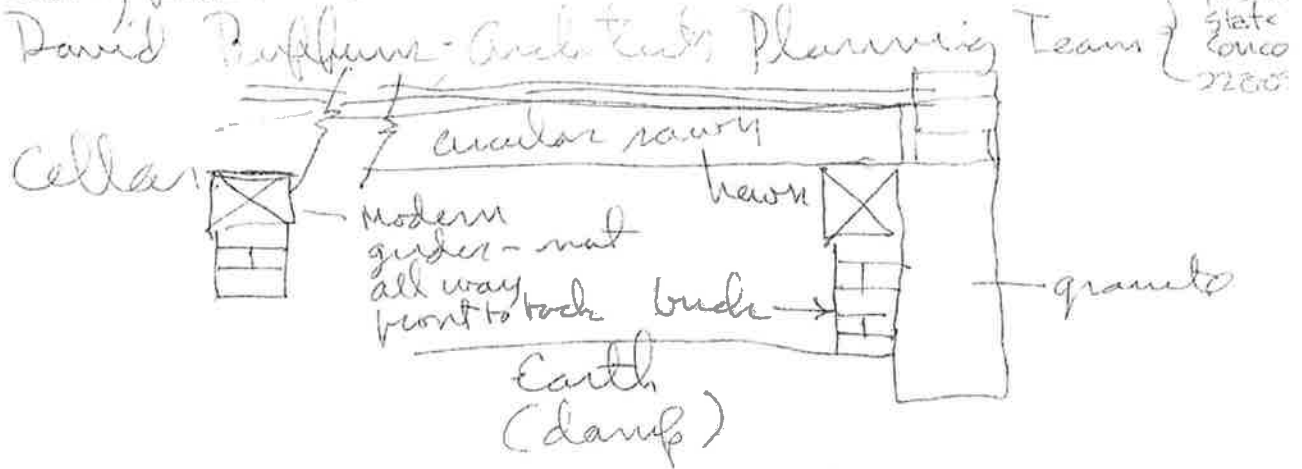
Insulation in bedrooms

5-7 years new drywall
+ new sashes

6/19A
 From Urban, new admin.
 Sundrefast to Lisa

Mrs. Sobala - Lewis, Energy Office
 2x12 Plywood - early 1970s

Long beam in



Entire first floor new 10+ years woodwork
 except for maple hardwood flooring +
 colonial revival window sashes +
 lath which has turned newly against
 walls + matched board plinths



Sum, match boarding in
 rectory room.

Library room:



See Tower Hall - arrows from cam.

Ann Bond except header courses are
alt. headers + stretchers - every 10 courses
wooden lintels + window sills

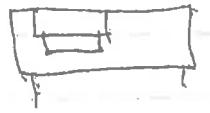
4/6 rakes

Clapboarded gables w/ 3-foot windows
in front Central entries vestibule w/
one planting window each side

Granite foundation

4 windows per side

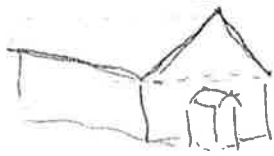
Shed dormers from rear half of roof



No corner pilasters, etc.

Good masonry oval crown mould

Extends around eaves + up rake but
does not return across gable



Wooden addition w/ 2 windows

Recessed below + behind profile of
brick structure - good - concrete found.



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

Needs Assessment Request for Proposals
Addendum No. 3- Issue date September 16, 2014

Please remember to acknowledge receipt of all addenda on submission

The Board of Selectmen is considering making a change to the Selection Criteria section and submission requirements of the Request for Proposal but will not be voting on it until its Sept. 22 meeting.

Therefore, the due date for submission has been changed to no later than **4:00 p.m. Thursday September 25, 2014.**

End of Addendum No. 3



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

Needs Assessment Request for Proposals
Addendum No. 4- Issue date September 23, 2014

Please remember to acknowledge receipt of all addenda on submission

Changes to the RFP are indicated in red:

II. D. NUMBER OF COPIES OF PROPOSAL

A minimum of ten (10) copies of the **Technical** Proposal must be submitted to the Town. **One copy of the cost proposal should be submitted in a separate sealed envelope.**

II. G. METHOD OF SELECTION OF AWARDEE

The selection process will be a modified two sealed envelope selection procedure. The Board will initially select the A/E firm based primarily upon qualifications and their approach and recommended scope of services. Once the initial selection has been made there will be a discussion on fees and terms of agreement with the first-choice vendor.

1.b. Reasonableness of ~~fee s~~ and ~~costs~~ rates

2. The selection process will work as follows:

The first envelope of each respondent will be opened and reviewed. No more than the top three-ranked proposal preparers will be invited to an interview. The top-ranked A/E firm, identified through the interview process, will be contacted for a second meeting with the purpose of answering any remaining questions and negotiating a fee level and an agreement acceptable to the Select Board and the A/E firm. The Select Board retains the option of opening the second envelopes of the lower-ranked firms. The opening of these second envelopes will occur only after the top candidate firm has been selected for the above negotiation. Should negotiations with this top-ranked firm fail for any reason, the Select Board shall contact the second-ranked firm (identified at the time of the interview and prior to the opening of their second envelope) to negotiate an acceptable agreement. This process will continue until an A/E firm is selected.

III.B. ~~WRITTEN~~ TECHNICAL PROPOSAL SUBMISSION ELEMENTS

1. f) A list describing the hourly fee rate for each project team member.

III. C. COST PROPOSAL SUBMISSION REQUIREMENTS



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

1. Provide a **breakdown of fees and costs**, including the fully burdened billable hourly rates charged for the services of employees of the firm. In addition to being organized pursuant to an employee roster, fees and costs should be listed for out-of-pocket expenses.
2. Provide a proposed cost to deliver the Scope of Services required to complete the Work, **including the preparation of the Needs Assessment Report**.

A reminder that the due date for submission has been changed to no later than **4:00 p.m. Thursday September 25, 2014**.

For your convenience, a full copy of the RFP with the changes has been included with this addendum.

End of Addendum No. 4

Town of Lee, NH



REQUEST FOR PROPOSALS
FOR MUNICIPAL FACILITY NEEDS AND
SITE ALTERNATIVES ANALYSIS

August 2014

Town of Lee, New Hampshire

REQUEST FOR PROPOSALS FOR MUNICIPAL FACILITY NEEDS AND SITE ALTERNATIVES ANALYSIS

I. INTRODUCTION

The Town of Lee, New Hampshire is soliciting proposals from architectural, planning, and/or engineering firms to provide professional services to the Town. Lee is a municipal corporation serving a residential population of 4,330 located in Strafford County, New Hampshire. The community has a total land area of 20.2 square miles, of which approximately 22% is under some form of conservation and/or restrictive easement, thus, Lee remains a largely rural community. The Town provides a wide range of municipal services to its residents, businesses and visitors through a number of municipally-owned facilities.

This solicitation involves the facilities housing the existing administrative, town clerk/tax collector, and planning/code enforcement services of the community, presently accommodated in Town Hall and the nearby Annex. It has been determined by the Town's Select Board, Town staff, and previous site assessments that these facilities are structurally and/or functionally inadequate for the existing and future delivery of municipal services.

At this time the Town seeks the services of a qualified and experienced consultant to:

- Review the existing services provided by the Administrative, Town Clerk/Tax Collector and Planning/Code Enforcement Departments
- Determine programmatic space needs for each department to provide the intended services for the foreseeable future.
- Examine the facilities in which these departments are housed to determine adequacy to provide efficient services.
- Examine whether the existing or alternative locations or configurations for each of these municipal functions would allow for better provision and efficiency of service to the community with minimum impact to environmental and historic resources while giving consideration to alternative energy, Smart Growth and Low Impact Development (LID) design practices.
- Provide an estimate of cost for each alternative scenario.
- Recommend the best course of action for the Town to pursue based on a ranking of alternatives.

All such work shall be done under the direction of the Select Board, with staff and public input. The scope of services does not include design of any municipal structures; however, the Town may elect to continue from the planning services stage to design development and eventual construction. Therefore, the Town reserves the right to continue to contract with the selected firm to provide all services necessary to complete design and construction of the facilities.

Town Hall

Town Hall, located at 7 Mast Road (Rte. 155), is a structure built in 1846 and once served as a

school in what has historically been called Lee Town Center. It is home to the administrative offices and functions of the Town, and presently accommodates 8 employees and/or contract employees, with 4 serving on a full-time basis, as well as providing office and meeting space for three Commissions, Cemetery Trustees, Treasurer, and the Supervisor of the Checklist. Offices operating out of Town Hall include Administration, Selectmen, Tax Collections/Town Clerk, Finance, Welfare, IT, and Assessing. The Town's Select Board meetings, annual Deliberative Session and elections are held at other locations due to the lack of sufficient space and accommodations at Town Hall.

The building is handicap accessible for the most part on the first floor (but not the second) and has on-site parking that is shared with the Public Library, Annex, and Historical Society.

Annex

The Annex, 13 Mast Rd., was built in 1950 and first served as the Town's firehouse, then Police Station, and now houses the Planning/Code Enforcement/Building Inspection offices, a small meeting space and storage.

Town Hall has no private offices, neither building has adequate storage space, and there are numerous structural, electrical, insulation, etc. deficiencies.

Library

The Library, although built in 1897 as a school, was moved to its current site in 1962 and expanded by additions in 1972, 1984, and 1996. The building is handicap accessible and does have a handicapped accessible toilet and is in generally good condition, but without room to expand collections or provide a large, accessible meeting space.

II. PROCEDURES

A. PRE-PROPOSAL CONFERENCE

There will be a mandatory pre-submission meeting, to which attendance is required of all potential respondents that will start at the Lee Town Hall, 7 Mast Road, on Wednesday, September 3, 2014 at 10:00 A.M. This meeting will constitute a walk-through of the Town Hall, followed by similar tours of the other subject Town facilities.

B. SUBMISSION PERIOD

Respondents must submit their Proposals on or before 4:00 p.m. Thursday, September 25 2014. The Town's governing body, the Select Board, expects to select the Awardee from among the respondents within 60 days of the submission deadline.

C. PREPARATION OF PROPOSAL

Each Proposal must be prepared concisely, avoiding the use of elaborate promotional materials. For ease of review, the Proposal must follow the outline in Section III of this RFP, entitled **Requirements**. Each Proposal must fulfill the stipulations outlined in Section III, be clearly numbered, and completely answer all questions listed.

D. NUMBER OF COPIES OF PROPOSAL

A minimum of ten (10) copies of the **Technical** Proposal must be submitted to the Town. **One copy of the cost proposal should be submitted in a separate sealed envelope.**

E. INQUIRIES AND SUBMISSION OF PROPOSALS

Questions about the RFP and the submission of Proposals shall be directed to:

Julie E. Glover
Town Administrator
7 Mast Rd., Lee, NH 03861
603-659-5414
townadministrator@leenh.org

All Proposals must be received at the above address before the end of the submission period, either by hand delivery, courier or by mail in a sealed envelope. The Town is under no obligation to return Proposals. It is requested that any and all contact with the authorized contact person be made by e-mail. No contact with any other Town personnel other than the authorized contact person is allowed until such time as an award has, or awards have, been made. Violation of this provision may be grounds for immediate disqualification. Questions about the RFP, and the submission and content of the Proposal must be directed to the authorized contact person.

Selected Proposers may be contacted by the Town's authorized contact person with questions aimed at clarifying their submission.

F. LONGEVITY OF PROPOSALS

A Proposal may be withdrawn at any time prior to the date specified as the closing date for acceptance. However, no Proposer may withdraw or cancel a Proposal for a period of forty-five (45) days following the closing date for acceptance, nor shall the successful Proposer withdraw or cancel or modify the Proposal, after having been notified that the Proposal has been accepted by the Town, except at the request of the Town, or with the Town's written consent.

G. METHOD OF SELECTION OF AWARDEE

The selection process will be a modified two sealed envelope selection procedure. The Board will initially select the A/E firm based primarily upon qualifications and their approach and recommended scope of services. Once the initial selection has been made there will be a discussion on fees and terms of agreement with the first-choice vendor.

1. Town staff will evaluate each Proposal with emphasis on the following factors and make a recommendation to the Select Board:
 - a. Demonstrated relevant experience and past history in completing projects of comparable value and scope to the type contemplated by this RFP
 - b. **Reasonableness of fee s-and-costs rates**
 - c. Expertise and technical approach of the Proposal, explaining the degree to which the Proposer's interpretation of the work meets the needs and goals of the Town
 - d. Demonstration of experience with similar projects incorporating alternative energy, Smart Growth and LID design practices and sensitivities to

- e. environmental historic resources.
- f. Quality of project team's overall organizational strength
- f. References, reputation, and strength of current team financials
- g. Quality of the Proposal – adherence to Section III – **Requirements** (following), to include conciseness, clarity and readability

2. The selection process will work as follows:

The first envelope of each respondent will be opened and reviewed. No more than the top three-ranked proposal preparers will be invited to an interview. The top-ranked A/E firm, identified through the interview process, will be contacted for a second meeting with the purpose of answering any remaining questions and negotiating a fee level and an agreement acceptable to the Select Board and the A/E firm. The Select Board retains the option of opening the second envelopes of the lower-ranked firms. The opening of these second envelopes will occur only after the top candidate firm has been selected for the above negotiation. Should negotiations with this top-ranked firm fail for any reason the Select Board will contact the second-ranked firm (identified at the time of the interview and prior to the opening of their second envelope) to negotiate an acceptable agreement. This process will continue until an A/E firm is selected.

H. RIGHT OF REJECTION BY THE TOWN

Notwithstanding any other provisions of this RFP, the Town reserves the right to select the respondent that best meets the requirements of the RFP, and not necessarily to the lowest proposer. Further, the Town reserves the right, for any or no reason and in its sole and absolute discretion, to (1) amend, in whole or part this RFP, (2) withdraw or cancel this RFP, and (3) accept or reject any or all Proposals prior to execution of the contract for the Project for any or no reason and with no penalty to the Town.

I. NOTICE OF AWARD

The Town shall inform the Awardee that they have been selected by means of a Notice of Award issued by the Town. Neither the selection of a Proposer as the Awardee nor the issuance of a Notice of Award shall constitute a binding commitment on behalf of the Town to enter into any contract with the Awardee, as any binding arrangement must be set forth in definitive documentation negotiated between and signed by the Awardee and the Town.

J. CONTRACT NEGOTIATIONS

The Town intends to enter into contract negotiations with the firm or firms selected, who shall be required to enter into a written contract or contracts (hereinafter, the "Contract") with the Town in a form satisfactory to the Select Board.

The Town reserves the right to negotiate the terms and conditions of the Contract(s) with the selected Proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a Proposer nor the negotiation of the Contract with such Proposer(s) shall constitute a binding commitment on behalf of the Town to enter into a Contract with such Proposer(s), as any binding arrangement must be set forth in the Contract signed by both parties and is subject to all requisite approvals.

The selected firm will be required to provide proof of liability, workers compensation and errors & omissions insurance to limits acceptable to the Town, with the Town listed as an Additional Insured on the liability coverages. Contracts will require that the firm indemnify and hold harmless the Town.

III. REQUIREMENTS

The awarding of the Contract shall go to the Proposer that best satisfies the requirements set forth in Subsections A and B herein below.

A. SCOPE OF SERVICES

Generally, the Scope of Services shall consist of providing the Town with alternatives for facilities in which the Administration, Tax Collector/Town Clerk, and Planning/Code Enforcement/Building Inspection Departments can most effectively and efficiently conduct the business of the Town. It is expected that the Awardee will work within the defined budget.

The Scope of Work shall include, but is not limited to, the following phases of work and tasks:

1. Conduct an organizational meeting with the Select Board.
2. Conduct a Preliminary Fact Finding Phase including a review of background information provided by the Town including site plans, existing building floor plans, and the various studies performed over the past several years: the 1989 Town Hall Energy Study (James L. Garvin, NHDHR), the 2007 Town Offices Needs Assessment (Sumner Davis Architects) and the 2009 Lee Town Center Study (Dennis Mires PA) which can be found on the Town's website leenh.org. Also review the energy audit and associated documents developed by the Lee Energy Committee.
3. Meet with Departmental representatives to determine and catalogue existing services, personnel and equipment of the relevant Departments, and meet with various Boards, Committees, Commissions as directed by the Select Board to develop a set of project objectives.
4. Determine programmatic space needs for each department to provide the intended services for the foreseeable future.
5. Examine the facilities in which these departments are presently housed to determine adequacy to provide intended services. Highlight existing deficiencies at each facility, such as structural and utility condition, health/environmental concerns, available interior space, parking sufficiency, locational appropriateness. This analysis does not include a comprehensive examination of all building structural and utility components.
6. Examine whether each of the existing facilities can reasonably be altered to accommodate existing and future needs.

7. Examine whether alternative locations or configurations for each of these municipal functions would allow for better provision and efficiency of service to the community. This task should include service area analysis and examination of the potential for combined service facilities.
8. Information gleaned from the above tasks shall be incorporated into a Preliminary Fact Finding Phase Report for the purpose of developing and refining the project objectives and basis for alternatives ranking.
9. For recommended alternate locations, evaluate the existing conditions of the current Town Hall/Library site, Public Safety Complex and Stevens Field (Bales property,) plus all other Town-owned properties within ½ mile radius of the Town Center, including the Bricker Property, to determine the opportunities and constraints that the sites present (slopes, infrastructure, drainage, etc.) to future development or redevelopment while minimizing impact to environmental and historic resources and incorporating alternative energy, Smart Growth and LID design practices.
10. Provide an estimate/range of total project cost for each alternative scenario examined, to include hard and soft costs, financing, site preparation, demolition, etc.
11. Recommend the best course of action for the Town to pursue based on a ranking of each alternative to meet a set of project objectives developed as part the preliminary fact finding phase.
12. Based on input from the Town, provide additional examination, recommendations and detail work on site development alternatives.
13. Present ten (10) copies of a written report (and one electronic copy in PDF format) outlining all information, including addenda, and recommendations developed as part of this effort.
14. Meetings
 - a) Attend no less than four meetings with Town staff and other interested parties. These shall include: i) a kick-off meeting, ii) at least two progress meetings, and iii) a final presentation meeting.
 - b) Attend Select Board meetings as required by the Board to inform the members of Work progress and the status of the budget.
 - c) Make a presentation of the final alternatives analysis to the Select Board using presentation boards and PowerPoint presentation.
 - d) Provide minutes of all meetings to Town staff.

B. ~~WRITTEN TECHNICAL PROPOSAL SUBMISSION ELEMENTS~~

Satisfactory Proposals shall be comprised of the following:

- 1) Narrative Response (to be included in the Proposal document near the beginning) shall include:
 - a) Service Summary: This should provide a description of the key points of your Proposal, specifically addressing why your firm is qualified to provide the services in connection with the Scope of Services of the Project. The email address, telephone number, and facsimile number of your Proposal's contact person(s) must be included in your cover letter.
 - b) Qualifications: Provide background information on your firm, including but not limited to:
 - i) business overview
 - ii) the age of the business
 - iii) names, addresses and position of all persons having a financial interest in the company
 - iv) state of formation (as applicable)
 - v) the number of employees
 - vi) summary of relevant accomplishments, particularly those involving services similar to those required for the Project
 - vii) any other information that will permit the Town to determine capability of respondent to meet all contractual requirements
 - c) Resumes: Please provide resumes of the individuals who would comprise your operational team, the principal-in-charge, and the project manager. Describe only the people who would actually work on the Town's account. Specify the role each would play, as well as what backup coverage would be available in time of conflicting engagements.
 - d) A list of any sub-contractors who may be used to perform the Work.
 - e) Additional information that you believe pertinent to the Town's requirements. (Please include your company/team internet links to websites.)
 - f) A list describing the hourly fee rate for each project team member.
- 2) References: Names, titles, addresses and phone numbers of key contacts for five (5) customers, particularly those for whom the respondent has undertaken projects similar to the Work. If possible, please supply at least two (2) contacts for references within New Hampshire.
- 3) Identify all adverse determinations against your firm, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of federal, state or municipal equal

opportunity laws or regulations.

- 4) Organizational Chart: Please illustrate the relationship(s) of the individuals and firms to each other that would comprise your operational team, principal-in-charge, project manager, and sub-consultants on an organizational chart.
- 5) Conflicts of Interest:
 - a) Please disclose:
 - i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.
 - ii) Any family relationship that any employee of your firm has with a member, employee, or official of the Town that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.
 - iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

C. COST PROPOSAL SUBMISSION REQUIREMENTS

1. Provide a ~~breakdown of information pertaining to~~ fees ~~or~~ and costs, including the fully burdened billable hourly rates charged for the services of employees of the firm. In addition to being organized pursuant to an employee roster, fees and costs should be listed for out-of-pocket expenses.
2. Provide a proposed cost to deliver the Scope of Services required to complete the Work, **including the preparation of the Needs Assessment Report.**

IV. ADDITIONAL CONDITIONS AND INFORMATION

- 1) All materials submitted in response to this RFP will become the property of the Town.
- 2) The Town reserves the right to conduct discussions with, and to request additional information from, one or more respondents. No respondent shall have any rights against the Town as a result of such discussions.
- 3) The Town reserves the right to negotiate separately with any source whatsoever.
- 4) The Town reserves the right to waive any irregularity in any Proposal received or any other aspect of this solicitation.
- 5) Respondents are advised that with respect to this RFP, no contact with the

Town personnel in any way related to this solicitation is permitted, except as shall be authorized by the employee designated herein as the Town's contact person as identified in Section II.E hereof.

- 6) Each Proposal prepared in response to this RFP will be prepared solely at the cost and expense of the respondent with the express understanding that there will be no claim whatsoever for reimbursement from the Town.
- 7) Submission of a Proposal in response to this RFP shall constitute an offer on the part of the successful respondent to become the Awardee, and to enter into a contract to undertake or complete the Project.
- 8) News releases or other public announcements relating to this RFP shall not be made by any party receiving this RFP without the prior written approval of the Town.
- 9) The Town and its respective officials and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP provided by others. Further, the Town does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Webpage on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.
- 10) Proposals submitted to the Town in response to this RFP may be disclosed in accordance with RSA 91-A. A respondent submitting a Proposal may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission which it has determined is a trade secret and which, if disclosed, would substantially harm such respondent's competitive position. This characterization shall not be determinative, but will be considered by the Town when evaluating the applicability of any exemptions in response to a request made per RSA 91-A.

(END OF DOCUMENT)



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

Office Use Only

Meeting Date: October 13, 2014

Agenda Item No. 8

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
10/13/2014

Agenda Item Title: Bricker Property Purchase - 1 Lee Hill Rd.

Requested By: Select Board **9/29/2014**

Contact Information: 603-659-5414

Presented By: Chairman Cedarholm

Description: Discuss whether or not the Town should enter into a P&S and move forward with a warrant article to purchase the Bricker house, under the terms of the 2006 "90-Day Right of Exclusive Negotiation." At least one, and possibly 2 or 3, appraisals should be obtained to determine the fair market value of the property (The cost of an appraisal is +/- \$300.) The 90-day period expires on Dec. 28th.

Financial Details: The property is currently assessed at \$298,800

Legal Authority NH RSA 41:8

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

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to authorize the Town Administrator to obtain _____ appraisals and to advise the Brickers of the Board's intent to enter into negotiations for the purchase of their property.

OR Table for Further Consideration.

COPY

Purchase & Sale Agreement

THIS AGREEMENT made this 15 day of October, 2006, by and between **Daniel W. Bricker and Michelle Momenee** of 1 Lee Hill Road in Lee, County of Strafford, State of New Hampshire 03824 (hereinafter referred to as "Seller" or "Grantor") and the **Town of Lee**, a municipal corporation with a mailing address of 7 Mast Road, Lee, County of Strafford, State of New Hampshire 03824 (hereinafter referred to as "Buyer" or "Holder").

WITNESSETH:

That the Seller is the owner of land located on Lee Hill Road in Lee, County of Strafford, State of New Hampshire, containing 7.41 acres and being identified in the Lee Tax Map records as Tax Map 20, Lot 1-0 and is more particularly described in the deed of Michelle Momenee to Daniel W. Bricker and Michelle Momenee recorded in the Strafford County Registry of Deeds at Book 3177, Page 481 (the "Premises").

WHEREAS, the Seller desires to sell and convey and the Buyer desires to purchase and own a portion of the Premises, shown as **Lot 2** on a plan captioned "Subdivision of Land prepared for Daniel Bricker & Michelle Momenee located at Route 155 & Lee Hill Road, Lee, N.H." dated May, 2005 prepared by Atlantic Survey Co., Inc. and recorded in the Strafford County Registry of Deeds as Plan #87-60 containing 5.11 acres and set forth in Exhibit A attached hereto (the "Sale Premises") under the terms and conditions as set forth herein; and

WHEREAS, the Seller desires to grant to Buyer a 90-day Right of Exclusive Negotiation (the "Right of Exclusive Negotiation") on the remaining 2.3 acres shown as **Lot 1** on the above-referenced Plan (the "Negotiation Premises") and as set forth in Exhibit B attached hereto, under the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and other valuable consideration, and in consideration of the mutual promises of the parties contained herein, it is hereby agreed as follows:

1. **Agreement.** The Seller will sell and convey and the Buyer will purchase the above described Sale Premises.
2. **Consideration.** The purchase price for the Sale Premises shall be in the amount of Two Hundred Fifteen Thousand and 00/100 Dollars (\$215,000.00).
3. **Conveyance with Warranty Covenants.** The Seller shall convey said premises by good and sufficient Warranty Deed, free and clear of liens and encumbrances.

4. Title. At the sole cost and expense of Holder, Holder may cause the title of Seller to the Premises to be examined by an attorney representing the interests of the Holder. Holder shall notify Seller if title is found to be unmarketable or uninsurable pursuant to the Title Standards of the New Hampshire Bar Association. Upon such notification by Holder to Seller, this agreement may be rescinded by Holder, at Holder's sole option and all deposits paid by Holder shall be promptly refunded to Holder and all obligations of Holder and Seller under this Agreement shall cease, provided, however, that Seller will be given a period of thirty (30) days to clear title, before the agreement will be terminated.

5. Timing of Closing. The closing shall take place not sooner than July 1, 2006, and not later than December 31, 2006.

6. Contingencies. This agreement is specifically contingent upon:

a. Subdivision approval by the Town of Lee Planning Board. SUBDIVISION APPROVAL HAS BEEN GRANTED BY THE TOWN OF LEE PLANNING BOARD. THE SUBDIVISION PLAN IS TO BE RECORDED IN THE STRAFFORD COUNTY REGISTRY OF DEEDS. ACCORDINGLY, THIS CONTINGENCY IS WAIVED.

b. The approval on March 15, 2006, by the Lee Town Meeting, Article 32, to raise the funds specified therein. LEE TOWN MEETING OF MARCH 15, 2006 APPROVED ARTICLE 32. ACCORDINGLY, THIS CONTINGENCY IS WAIVED.

7. Waiver of Contingencies for the Benefit of Holder. The contingency precedent set forth in Section 6.b. hereof is for the exclusive benefit of Holder and any such contingency precedent may be waived in writing, in whole or in part, by the Holder at any time without prejudice to its rights to terminate in the event of non-fulfillment of any other condition or contingency.

8. Costs. The Grantor and the Holder are responsible for their own Attorneys' fees. The Holder shall be responsible for the cost of recording the Deed.

9. Due Diligence. Holder shall have the right, at Holder's sole cost and expense, at reasonable times, and upon notice to the Grantor, to perform such reasonable tests, studies and surveys of the property as it deems appropriate, including soil, water, subsurface investigation, and other environmental tests and inspections, including but not limited to environmental site assessments, with the requirement that they provide the results of such tests, studies and surveys to the Grantor, provided, however, Holder shall defend, indemnify and hold Grantor harmless from and against all costs, damages, liabilities arising out of such activities and shall, in the event they do not accept the Deed, reasonable repair to all the damages caused by such activities. If the results of these tests

are unsatisfactory to the Holder, then the Holder, at its option, may rescind this Agreement with written notice to the Grantor.

10. Grantor's Covenants and Representations. During the term of this Agreement, the Grantor covenants and agrees not to suffer any material change adversely affecting the use and value of the Premises. Any such adverse material change suffered by the Grantor shall afford the Holder the right, at its option, to terminate this Agreement without recourse to either party.

11. Merger. All prior negotiations, discussions and agreement of or by and between the parties and/or their representatives are herein merged and there are and shall be no agreements and/or other statements by the parties other than may be contained herein or in a subsequent amendment hereto executed by the parties with all formalities hereof.

12. 90-day Right of Exclusive Negotiation. Seller hereby grants to Buyer a 90-day Right of Exclusive Negotiation to acquire the Negotiation Premises. In the event that Seller intends to sell the Negotiation Premises, Seller shall provide Buyer with written notice of such intent to sell. Buyer will then be given a period of 90 days of exclusive negotiation in which to negotiate and sign a Purchase and Sale Agreement for the Negotiation Premises. During that 90-day period, Seller shall not advertise or promote the Negotiation Premises and shall not list the Negotiation Premises for sale. Any such Purchase and Sale Agreement will be subject to the favorable vote of the next available Town Meeting in the Town of Lee with a closing to take place on or about July 1 following said Town Meeting. In the event that Buyer and Seller are unable to agree upon the terms of a Purchase and Sale Agreement within the 90-day exclusive negotiation period, Seller shall then be free to advertise and promote the Negotiation Premises, to list the Negotiation Premises for sale, and to enter into a Purchase and Sale Agreement without further obligation to Buyer. Nevertheless, Buyer shall be free to continue to negotiate with Seller for the purchase of the Negotiation Premises even after the exclusive negotiation period has ended. The parties shall execute a notice of 90-day Right of Exclusive Negotiation for recording in the Strafford County Registry of Deeds in a form substantially similar to that attached as Exhibit C.

13. Governing Law. This Agreement shall be construed under the laws of the State of New Hampshire.

14. Notices. All notices, requirements and other communications required or permitted to be given under this Agreement shall be in writing, except as otherwise provided herein, and shall be delivered by hand or sent by certified mail, postage prepaid, return receipt requested, to the appropriate addressees set forth above or at such other address as such parties may hereafter designate by notice given in like fashion.

15. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Seller and Buyer have hereunto set their hands the day and year first above written.

Jan Marie Estel
Witness


Daniel W. Bricker - Seller

Donna F. Eisenband
Witness

Michelle (Momence) Bricker
Michelle Momence - Seller

Raquel Cap
Witness


Town of Lee
By:  Buyer

Exhibit A

A certain tract or parcel of land with any improvements thereon situate on the westerly side of Route 155, so-called, in Lee, Strafford County, New Hampshire, and shown as Lot 2 on a plan captioned "Subdivision of Land prepared for Daniel Bricker & Michelle Momenee located at Route 155 & Lee Hill Road, Lee, N.H." dated May, 2005 prepared by Atlantic Survey Co., Inc. and recorded in the Strafford County Registry of Deeds as Plan #87-60, more particularly bounded and described as follows:

Beginning at an iron rod at the southeasterly corner of Lot 1 as shown on said plan; thence running N 76° 37' 56" W a distance of 496.42 feet to a stone bound at land now or formerly of Robert K. Wolfe Revocable Living Trust; thence turning and running along said Wolfe land the following courses and distances:

S 10° 41' 13" E a distance of 133.21 feet to a stone bound;
S 71° 41' 21" W a distance of 130.00 feet to a point;

thence turning and running along land now or formerly of the Town of Lee the following courses and distances:

S 07° 06' 31" E a distance of 393.26 feet to an iron pipe;
N 84° 56' 16" E a distance of 63.14 feet to a stone bound;
N 89° 25' 26" E a distance of 233.91 feet to a point;

thence turning and running along said Route 155 the following courses and distances:

On a curve to the left with a radius of 4979.16' a length of 137.32 feet to a point;
N 32° 43' 48" E a distance of 25.87 feet to a point;
On a curve to the left with a radius of 1531.00' a length of 336.81 feet to an iron rod at the point of beginning.

Containing 5.11 acres.

Exhibit B

A certain tract or parcel of land with the buildings thereon situate on the corner of Lee Hill Road, ~~a/k/a Lee Hook Road, Lee Hook Road and Route 155, so-called, in Lee,~~ Strafford County, New Hampshire, and shown as Lot 1 on a plan captioned "Subdivision of Land prepared for Daniel Bricker & Michelle Momenee located at Route 155 & Lee Hill Road, Lee, N.H." dated May, 2005 prepared by Atlantic Survey Co., Inc. and recorded in the Strafford County Registry of Deeds as Plan #87-60, more particularly bounded and described as follows:

Beginning at an iron rod at the northeasterly corner of Lot 2 as shown on said plan; thence running N 76° 37' 56" W a distance of 496.42 feet to a stone bound at land now or formerly of Robert K. Wolfe Revocable Living Trust and land now or formerly of Donald W. & Karen A. Anderson; thence turning and running N 72° 17' 05" E a distance of 344.00 feet to an iron rod; thence turning and running N 10° 42' 05" W a distance of 122.00 feet to an iron rod at Lee Hook Road as shown on said plan; thence turning and running N 70° 28' 45" E a distance of 47.47 feet to a point; thence running on a curve to the right with a radius of 1172.89' a length of 125.62 feet to a point; thence turning and running on a curve to the right with a radius of 388.00' a length of 171.02 feet to a point at Route 155; thence running on a curve to the right with a radius of 1531.00' a length of 250.10 feet to an iron rod at the point of beginning. Containing 2.30 acres.

Exhibit C

Grantor or Seller:

Daniel W. Bricker and Michelle Momenee
One Lee Hill Road, Lee, NH

Holder or Buyer:

Town of Lee
7 Mast Road, Lee, NH

Property Address:

Approx. 2.3 acres, being a part of
Tax Map 20, Lot 1-0
Lee Hill Road, Lee, NH

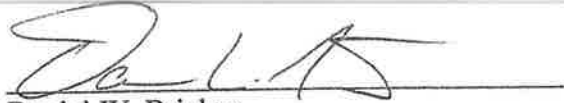
90-DAY RIGHT OF EXCLUSIVE NEGOTIATION

WHEREAS, Seller is the owner of a certain tract or parcel of land located on Lee Hill Road in Lee, Strafford County, New Hampshire, containing 2.3 acres shown as **Lot 1** on a Subdivision Plan captioned "Subdivision of Land prepared for Daniel Bricker & Michelle Momenee located at Route 155 & Lee Hill Road, Lee, N.H." dated May, 2005 prepared by Atlantic Survey Co., Inc. and recorded in the Strafford County Registry of Deeds as Plan #87-60, (the "Negotiation Premises"); and

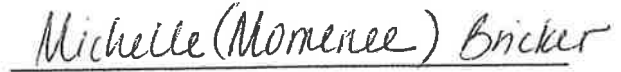
WHEREAS, Seller desires to grant to Buyer a 90-day Right of Exclusive Negotiation (the "Right of Exclusive Negotiation") on said Lot 1 (the "Negotiation Premises"), under the terms and conditions as set forth herein.

NOW THEREFORE, Seller hereby grants to Buyer a 90-day Right of Exclusive Negotiation to acquire the Negotiation Premises. In the event that Seller intends to sell the Negotiation Premises, Seller shall provide Buyer with written notice of such intent to sell. Buyer will then be given a period of 90 days of exclusive negotiation in which to negotiate and sign a Purchase and Sale Agreement for the Negotiation Premises. During that 90-day period, Seller shall not advertise or promote the Negotiation Premises and shall not list the Negotiation Premises for sale. Any such Purchase and Sale Agreement will be subject to the favorable vote of the next available Town Meeting in the Town of Lee with a closing to take place on or about July 1 following said Town Meeting. In the event that Buyer and Seller are unable to agree upon the terms of a Purchase and Sale Agreement within the 90-day exclusive negotiation period, Seller shall then be free to advertise and promote the Negotiation Premises, to list the Negotiation Premises for sale, and to enter into a Purchase and Sale Agreement without further obligation to Buyer. Nevertheless, Buyer shall be free to continue to negotiate with Seller for the purchase of the Negotiation Premises even after the exclusive negotiation period has ended.

Signed this 15 day of October, 2006.




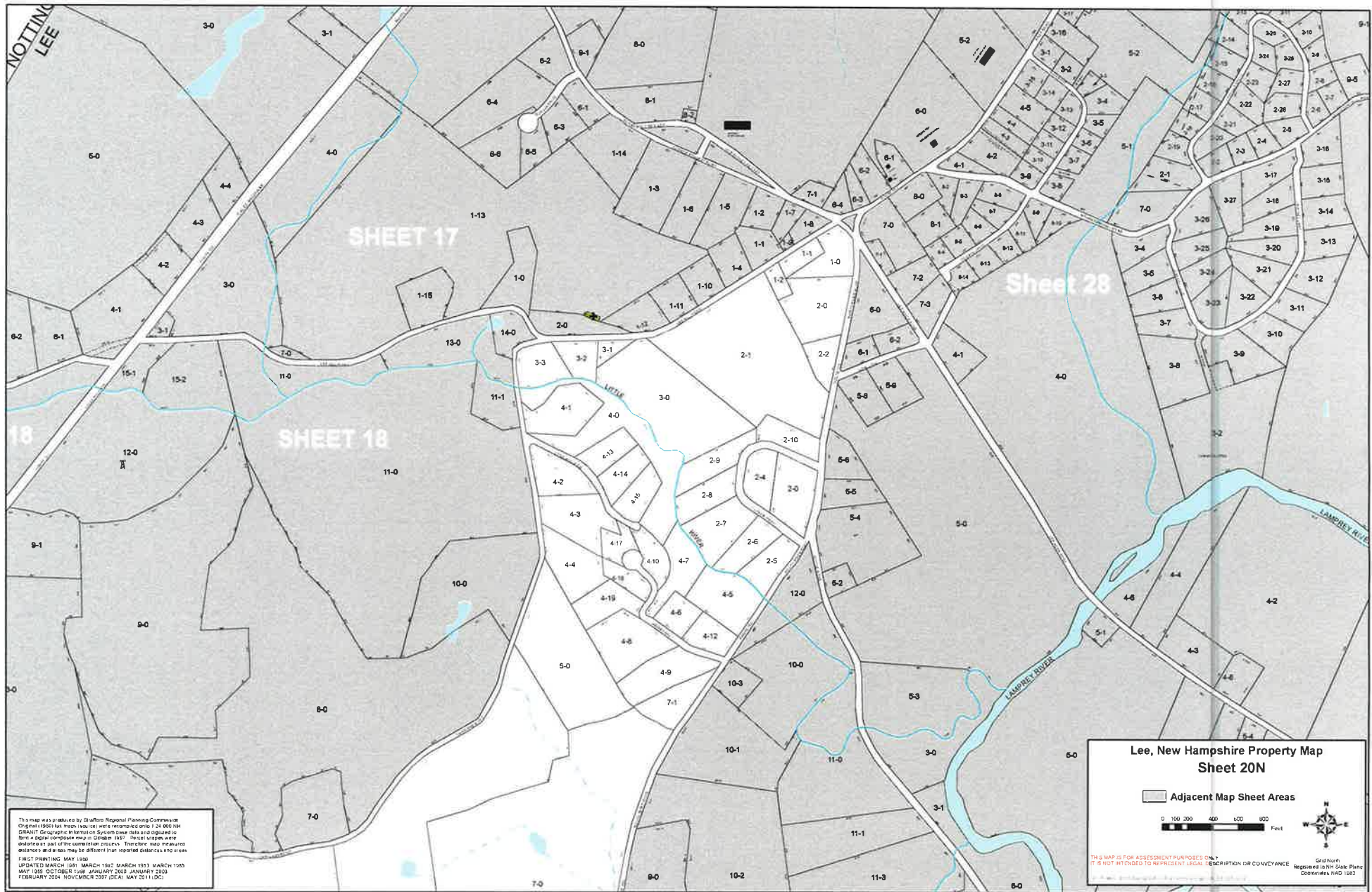
Daniel W. Bricker



Michelle Momenee

Town of Lee

By: 



This map was produced by the Grafton Regional Planning Commission in October 1990 for the town of Lee. It was prepared using a 1:24,000 scale GRANIT Geographic Information System base data and digitized to form a digital landscape map in October 1997. Parcel shapes were outlined as part of the compilation process. Therefore, map measured distances and areas may be different than reported distances and areas. FIRST PRINTING: MAY 1990
 UPDATED MARCH 1991 MARCH 1992 MARCH 1993 MARCH 1995
 MAY 1996 OCTOBER 1998 JANUARY 2000 JANUARY 2003
 FEBRUARY 2004 NOVEMBER 2007 (DATE: MAY 2011) (DC)

**Lee, New Hampshire Property Map
Sheet 20N**

■ Adjacent Map Sheet Areas

0 100 200 400 600 800 Feet

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY.
 IT IS NOT INTENDED TO REPRESENT LEGAL DESCRIPTION OR CONVEYANCE.

Grid North
 Registered to NH State Plane
 Coordinates NAD 1983

Lee Sales List

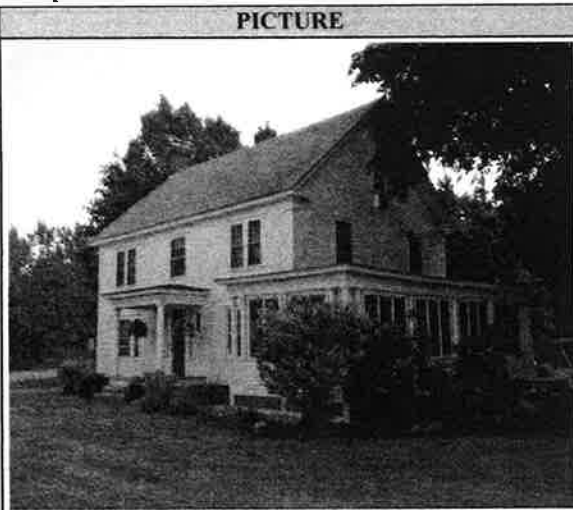
Qualified Sales Between 10/10/2011 and 10/10/2014 Sorted by PID

Map	Lot	Sub	Dated	Book	Page	I/V	Q/U	Unqualified Desc.	Grantor	Current Owner*	Sale Price
000001	000001	000006	01/17/2013	4090	497	I	Q		BLANDIN, JACQUELINE		\$ 7,533
000001	000004	000700	11/25/2013	4182	208	I	Q		BLINN, GREGORY J		\$ 245,000
000002	000002	000100	08/16/2013	4157	442	I	Q		STEWART, JAMES	MAYO, WILLIAM A	\$ 273,000
000002	000002	000400	06/25/2012	4029	0608	I	Q		STETTNER, STEPHEN R	HOAG, JOTHAM	\$ 290,000
000002	000003	000100	10/02/2013	4172	568	I	Q		REEVES, MARGARET - T	MCCAFFREY, LEO J. JR.	\$ 288,533
000002	000003	000900	11/22/2013	4181	972	I	Q		WATERHOUSE, LETITIA	DOODY, SEAN E. & ROBIN D.	\$ 416,000
000003	000001	000100	07/01/2014	4225	0175	I	Q		BROWN, KENNETH A.	BOURGET, MARC R.	\$ 210,000
000003	000004	000100	12/13/2011	3976	894	I	Q		JENNISON FARM COMPAN	DUGAS, KEVIN V	\$ 249,933
000003	000004	000300	12/13/2011	3976	0879	I	Q		JENNISON FARM CO	DUGAS, KEVIN V. & LINDA M.	\$ 249,900
000003	000004	000701	04/23/2013	4120	703	I	Q		BERGERON, MATTHEW	HIRSCH, ANTHONY A	\$ 159,933
000003	000009	000300	01/17/2014	4192	937	I	Q		MURRAY, PHYLLIS	COBB, ZACHARIA R.	\$ 163,900
000004	000003	000300	07/12/2012	4034	0275	I	Q		LOCK IT INN SELF STO	LEE STORAGE I, LLC	\$ 2,900,000
000004	000004	000000	11/30/2012	4075	721	I	Q		CHASE, MALCOLM JEROM	CE MORGAN HOLDINGS LLC	\$ 335,000
000004	000004	CTOWER	11/30/2012	4075	713	V	Q		VERIZON WIRELESS	VERIZON WIRELESS	\$ 250,000
000004	000006	000306	10/28/2011	3964	0318	I	Q		VOSBURGH, ROSE MARIE	OWEN, BARBARA J	\$ 31,000
000004	000006	002100	04/26/2013	4121	775	V	Q		DONAHUE BUILDERS INC	CHASE, MALCOLM JEROME JR	\$ 55,000
000004	000007	000600	07/31/2014	4231	785	I	Q		CALLIORAS, ROBERT	DAN GABRIEL INC	\$ 300,000
000005	000001	000000	04/14/2013	4206	946	I	Q		SHATTUCK, JASON W	KUSTRA, MARK D	\$ 226,500
000005	000003	000500	06/17/2013	4137	888	I	Q		PIETKIEWICZ, R. THAD	PIETKIEWICZ, R. THADDEUS	\$ 269,000
000005	000006	000500	10/02/2013	4169	836	I	Q		MEDHI, GUNAJIT	BIGGWITHER, JAMES AND REB	\$ 367,533
000006	000010	000200	04/05/2013	4114	856	I	Q		RIVER'S EDGE APARTME	277 MAIN, LLC	\$ 4,621,000
000007	000013	000000	01/27/2012	3988	0192	I	Q		MERRILL, DAVID A	HORTON, CLEAVELAND	\$ 125,000
000008	000003	000300	09/03/2013	4161	593	I	Q		PETTIT, STEVEN	STUPPY CARLSON, DAVID	\$ 555,000
000008	000004	000500	02/27/2012	3995	656	I	Q		ROGER, ROBERT	DANDERSON, BRETT M	\$ 310,000
000008	000004	000800	01/23/2014	4193	426	I	Q		CLARK, WILLIAM J.	LIU, LU	\$ 290,000
000009	000001	001200	08/13/2013	4156	676	I	Q		MEREDITH, THEODORE O	HILLYER, SHIRA L.	\$ 172,000
000009	000005	000100	08/22/2014	4237	460	I	Q		CINQ-MARS, ROBERT	DANNHAUSEN, TOBIAS	\$ 320,000
000009	000007	000300	01/25/2013	4092	403	I	Q		THIBODEAU, KEITH A	STEVENS, JAMES	\$ 201,000
000010	000001	000107	09/19/2014	4243	846	I	Q		MURRAY, JEREMIAH J	TAYLOR, FRANK P	\$ 150,000
000010	000001	000108	10/25/2013	4176	0058	I	Q		BLAIR, MARY	PARDO, JANET	\$ 160,000
000010	000003	001000	03/28/2014	4204	897	I	Q		COPPOLA, FRANK P	CARLETON, KATHERINE C	\$ 212,000
000010	000003	001100	07/30/2012	4039	423	I	Q		DONHAUSER, PHILIP E	SMITH, MATTHEW M	\$ 190,000
000010	000004	000500	09/16/2013	4165	8	I	Q		PELLETIER, DIANA	MINER, SARAH E.	\$ 295,000
000010	000005	000012	09/21/2012	4054	0729	I	Q		CANTY, IAN	GUNKEL, ANDREW & EILEEN	\$ 18,000
000010	000005	000015	10/19/2011	3962	0123	I	Q		DEGEIS, SANDRA M	DEMERS, ELLEN	\$ 18,533
000010	000005	000053	02/13/2012	3992	668	I	Q		BAILEY, EUGENE RUSSE	MADELUNG, JOSHUA & SARAH	\$ 25,333
000010	000005	000061	05/15/2012	4018	0474	I	Q		CLAYTOR, WILLIAM J	ANKARBERG, AIDAN	\$ 23,000
000010	000005	000066	11/21/2013	4181	701	I	Q		SANDERS, JANE B.	SPINNEY, SUNNY A.	\$ 52,000
000010	000005	000068	04/16/2013	4118	140	I	Q		HOWE, JEAN	PHETAKOUNE, SOMPHOU	\$ 19,000
000010	000005	000074	10/05/2012	4059	0957	I	Q		LEBLANC, LINDA	BROWN, HENRY A	\$ 17,500
000010	000005	000080	08/02/2013	4153	0601	I	Q		MENNELLE, JUDITH D H	MOGHABGHAB, PEARL	\$ 27,000
000011	000004	000006	04/12/2013	4117	171	I	Q		LICARDO, MICHAEL	CUTRARA, CARMEN J	\$ 19,933
000011	000004	000009	10/31/2013	4178	567	I	Q		LORD, STEPHEN E.	ALLEN, NORMALEE	\$ 12,533
000011	000004	000014	11/29/2011	3972	0333	I	Q		TAY-RAM REALTY TRUST	POND, KEVIN M	\$ 15,000
000011	000004	000019	04/22/2013	4120	703	I	Q		GRACE, CHANDLER PAUL	KELLY, MARY KATHLEEN	\$ 16,200
000011	000004	000021	03/30/2012	4004	0957	I	Q		THREE-PONDS HOMES, I	WOOD, THOMAS A	\$ 37,000
000011	000004	000300	04/01/2014	4205	38	I	Q		HOWE, LINDY		\$ 164,000
000011	000004	001200	07/16/2013	4147	0566	I	Q		PRESCOTT, WALTER & B	ANDERSON DONALD W	\$ 126,200
000011	000004	001400	09/19/2014	4243	753	I	Q		SPENCER, PAUL E	PASTORE, LAURA	\$ 168,000
000011	000004	001900	09/20/2013	4166	658	I	Q		HOOD, HAROLD - TRUST	MILLS DONALD	\$ 90,000

Map	Lot	Sub	Dated	Book	Page	I/V	Q/U	Unqualified Desc.	Grantor	Current Owner*	Sale Price
000011	000004	002200	10/15/2013	4173	197	I	Q		EARHART, MARIANNE -	LUXEM, HEINER P.	\$ 194,000
000011	000004	002500	01/03/2013	4086	739	I	Q		TOWNSEND, AMOS R		\$ 115,000
000011	000004	003700	12/24/2013	4189	586	I	Q		BURKE, BRIAN	CASTONGUAY RONALD	\$ 227,000
000012	000001	000300	02/07/2013	4096	0944	I	Q		ORGANSCHI, ALAN W	SIMPSON, JACQUELINE	\$ 177,000
000012	000002	000100	05/03/2013	4124	214	I	Q		HACKENDORF, JAMES G	CARRATU, SUSAN	\$ 50,000
000012	000002	000200	05/03/2013	4124	238	I	Q		DEFranzo, EMILY H	CARRATU, SUSAN	\$ 50,000
000012	000002	000500	10/31/2012	4067	990	I	Q		MORRISETTE, JANET E	SMITH, GARY S	\$ 127,000
000012	000003	000000	02/25/2013	4101	0593	I	Q		GINSBURG, PHILLIP TR	JACOBSON, ALAN S.	\$ 188,000
000012	000003	000300	08/03/2012	4041	141	V	Q		GINSBURG, PHILIP E -		\$ 115,000
000012	000007	000300	08/22/2012	4046	0409	I	Q		HARRITON, DAVID E	HERTOG, RANDY & RENEE	\$ 477,533
000012	000007	000600	07/13/2012	4034	0652	I	Q		TEFFNER, CHRISTOPHER	POSSET, BRUNO & JULIA	\$ 600,000
000012	000007	001300	10/21/2013	4174	577	I	Q		HOPKINS, WB & KRISTI	BELMONT, BRIAN AND PATRI	\$ 750,000
000012	000008	000100	06/25/2012	4029	0693	I	Q		EDDY, DIANE M, TRUST	NEILD, JEFFREY & JADE	\$ 469,000
000013	000001	000400	05/31/2012	4022	903	I	Q		IRANI, AFSHAD J		\$ 275,000
000013	000001	001700	06/17/2013	4138	134	I	Q		COMEAU, FRANCES&EDWI	DOWNEY, EDWARD J.	\$ 323,900
000013	000001	002100	09/13/2013	4170	220	I	Q		GRAHAM, WILLIAM KEVI	VERONEAU, BRIAN F. AND	\$ 287,533
000013	000001	002200	06/06/2014	4218	806	I	Q		TAYLOR, ROBERT L	HARRIS, CATHERINE MEADE &	\$ 375,000
000013	000001	002300	05/24/2012	4020	0901	I	Q		ANDREW, PAUL J	LAKIN, TROY	\$ 215,000
000013	000001	004700	07/16/2013	4148	958	I	Q		SEGIL, JEFFREY M	TORBICK NATHAN	\$ 350,000
000013	000002	000100	01/30/2012	3988	0313	I	Q		WADDOUPS, BRENT		\$ 207,533
000013	000002	000100	02/29/2012	3988	0316	I	Q		PRUDENTIAL RELOCATIO	CASTLE STEVEN JR & CASSIE	\$ 215,000
000013	000002	000400	09/05/2013	4162	0583	I	Q		MCKIBBEN, R BRUCE	KLOTZBAUGH, RALPH	\$ 235,000
000013	000002	002500	05/21/2014	4214	0832	I	Q		SARGENT, LYNDI A	RURY FAMILY REVOC TR 2013	\$ 267,533
000013	000002	002600	12/05/2011	3974	0538	I	Q		BEREIT, VIRGINIA-TRU	TRUMP, DAVID E	\$ 249,933
000013	000002	002800	10/21/2011	3962	0711	I	Q		BARTLETT, DAVID S	DRUM, CHARLES E	\$ 245,000
000013	000003	001100	01/02/2013	4086	338	I	Q		THOMPSON, BARRY I	CROCKETT, NATALIA & DAVE	\$ 228,800
000013	000003	001800	11/15/2011	3969	212	I	Q		THOMAS, RANDY M	SUPRENARD, LINDSEY LUCIL	\$ 179,933
000013	000004	000203	05/30/2013	4132	514	I	Q		O'DONNELL, JAMES JR	O'CONNOR, DANIEL	\$ 30,000
000013	000004	000206	01/31/2014	4194	0541	I	Q		CHASE, RANDY S. & LO	DRELICK, MICHAEL	\$ 30,000
000013	000007	000000	01/17/2014	4192	835	I	Q		GILBERT, MICHAEL	MORIN, ANTHONY F.	\$ 168,400
000013	000008	000400	05/30/2014	4216	813	I	Q		EULOTH, CLAIRE	ALLEN, MICHAEL D. AND	\$ 259,933
000013	000008	000500	05/31/2013	4133	295	I	Q		URY, ANN	MACLACHLAN, LAUREN	\$ 210,000
000015	000002	000700	12/30/2013	4189	447	I	Q		MILLER, WILLIAM J	PACKERS FALLS VILLAGE MH F	\$ 500,000
000016	000001	000400	08/28/2013	4160	425	I	Q		ROBERTSON, CHARLES L	SMITH, DAVID L	\$ 277,500
000016	000003	000100	05/21/2012	4019	0654	I	Q		GREAT POND ROAD LLC	VARIEUR, JOSHUA	\$ 205,866
000016	000004	000100	03/14/2014	4202	158	I	Q		LRT PROPERTY MGMT, L	CHEN, JIN HUA	\$ 272,500
000016	000005	000000	10/20/2011	3962	344	I	Q		LEVESQUE, EDWARD J J		\$ 177,000
000017	000001	001200	09/27/2013	4168	693	I	Q		PARDO, JANET R	GARGAC, DALE AND SABRINA	\$ 264,933
000018	000005	000000	11/16/2012	4071	768	I	Q		ANGLEWOOD DESIGNS, L	CUMMING, DARLENE DUNN T	\$ 366,100
000019	000006	000800	10/22/2012	4065	132	V	Q		DUPONT & BALDWIN		\$ 110,000
000019	000006	000800	10/04/2013	4171	439	I	Q		ELLIS, AARON & NICOL		\$ 109,000
000019	000006	001200	09/16/2013	4165	533	I	Q		CALCAGNI, KRISTIN	PELLETIER DIANA	\$ 210,500
000019	000006	002100	03/20/2013	4108	770	I	Q		MENNELLE, MICHAEL A	THROOP, REBECCA R.	\$ 385,000
000019	000006	002900	10/30/2012	4067	171	I	Q		LAWTON, JAMES O		\$ 159,533
000019	000006	003600	07/26/2012	4038	327	I	Q		CAPLE, BRIAN C - TRU	MILLER-KLEINER, THERESA	\$ 342,000
000019	000006	003700	12/01/2011	3973	0666	I	Q		ZABLOUDIL, RONALD P	PICKERING, TROY A	\$ 261,000
000019	000006	004406	05/19/2014	4214	384	I	Q		KAPLAN, BARRY	JARVIS, KRISTY	\$ 220,000
000021	000001	000100	09/24/2013	4167	205	I	Q		BASSAGE, WINFIELD &	LATTIMER RICHARD HENRY	\$ 234,000
000021	000006	000100	05/17/2013	4128	0815	I	Q		MAIN, G MICHAEL	WETHERBEE, JOHN W TRUST	\$ 95,066
000024	000002	000500	07/22/2014	4229	695	I	Q		HOUSTON, ROBERT S -	HARRIS, KIRYL	\$ 240,000
000024	000004	000600	09/04/2012	4049	0965	I	Q		DAVIS, GEORGE R	FARRELL, JAMES MICHEAL JR	\$ 271,000
000024	000004	000800	04/03/2013	4114	159	I	Q		KOSKI, RONALD J	MCKIBBEN, ROBERT B	\$ 267,000
000024	000010	000000	09/18/2014	4243	233	I	Q		DOYLE, CHARLES V	HOULE, HEATHER	\$ 114,900

Map	Lot	Sub	Dated	Book	Page	I/V	Q/U	Unqualified Desc.	Grantor	Current Owner*	Sale Price
000025	000001	000500	11/19/2012	4072	257	I	Q		WOJCIESZAK, CRAIG M	JENNING, JOSEPH & KAREN	\$ 239,000
000025	000001	001000	06/30/2014	4224	230	I	Q		MEMBRINO, ANTHONY	CROSS, ANDREW R.	\$ 305,000
000025	000001	001400	04/25/2014	4209	549	I	Q		QUIMBY, B JOSEPH	SHUBA, ROMAN	\$ 230,000
000025	000003	000900	11/10/2011	3968	0287	I	Q		POULIN, DOUGLAS E	COLBATH, JONATHAN D	\$ 190,533
000025	000004	000000	09/02/2014	4239	179	I	Q		GCT REALTY HOLDINGS	70 SUMMIT LLC	\$ 2,184,000
000025	000006	000000	05/29/2014	4216	381	I	Q		SITROF REALTY LLC	NIC 15 KIRKWOOD CORNERS O	\$ 2,072,228
000025	000006	000300	08/19/2014	4236	431	I	Q		ST. PIERRE, GARY	ROGERS JOSHUA W	\$ 253,000
000025	000008	000100	05/28/2014	4215	988	I	Q		SCARSILLONI, LUIGI E	ARTHUR, ROBERT J. KOREY	\$ 424,900
000025	000008	000900	07/13/2012	4034	0618	I	Q		THROPE, DAVID & BETH	REMBISZ, NICOLE & ADAM	\$ 379,900
000025	000008	001000	11/08/2012	4070	213	I	Q		HERMANN, ROBERT L JR		\$ 374,900
000025	000008	001600	06/22/2012	4029	0074	I	Q		SARGENT, RYAN A	BIRKLE, JOSHUA & JENNIFER	\$ 410,000
000025	000008	002700	07/15/2014	4227	762	I	Q		TREMBLAY, JASON E	XIE, WENJUAN	\$ 428,600
000025	000008	003100	05/17/2013	4128	593	I	Q		HOWARD, MARK E	MOHR, ROBERT DIRK	\$ 361,800
000026	000002	000C08	05/05/2014			I	Q		MARESCALCHI, ALICIA	NUNAN, DANA	\$ 24,000
000026	000011	004600	12/11/2012	4078	729	I	Q		BRYANT, TIMOTHY S	PATIL, MAYOOR	\$ 260,000
000026	000011	005201	04/21/2014	4207	307	I	Q		MORGAN, BRETT	KINDBERG, LARRY A	\$ 197,500
000026	000011	005303	07/18/2014	4229	333	I	Q		HELLARD, ELIZABETH T	KERNS, BRANDI	\$ 182,400
000026	000011	005306	02/24/2014	4198	186	I	Q		BROWN, BENJAMIN CLIF	COOPERSMITH, STEPHEN	\$ 170,000
000026	000011	005310	05/20/2014	4214	917	I	Q		PATKAR, AVINASH N	LO, PHONESAVANE	\$ 220,000
000028	000001	000000	11/01/2012	4068	041	I	Q		GEORGE, WALTER J - T	FERNDALE ACRES CAMPGRD L	\$ 600,000
000028	000001	000046	06/02/2014			I	Q		DODGE, NANCY	TRIGILIO ELAINE	\$ 1,500
000028	000001	000050	06/02/2014			I	Q		TRIGILIO, ELAINE	EASTWOOD ROBERT & ROBER	\$ 3,500
000028	000003	000300	08/11/2014	4234	338	I	Q		LAROCHE, JACK	FRICHITTAVONG, DARIKA	\$ 236,000
000028	000003	000500	05/01/2012	4014	621	I	Q		SMALL, STEPHEN K	DUNN, ANDREW PETER	\$ 235,000
000028	000003	001000	07/16/2014			I	Q		EVANS, CHAS & CAROL,	HYDOCK, LUKE J. & MEGAN K.	\$ 372,533
000028	000003	001900	06/18/2013	4138	725	I	Q		BUCK, FLOYD	KURTIJAK, MYRON J.	\$ 380,700
000028	000003	002100	05/02/2012	4014	852	I	Q		REED, JOANNE - TRUST	KAYA, YALCIN	\$ 260,000
000028	000003	002500	02/28/2014	4199	753	I	Q		NOONAN, MICHAEL	VOGT, JUSTIN	\$ 245,000
000028	000008	000600	02/10/2014	4195	0909	I	Q		SPIRES, TERRENCE T	WETHERBEE SR., JOHN &	\$ 160,000
000029	000001	000400	08/02/2012	4040	0703	I	Q		HOFF, HOWARD W JR	CASSAMAS, CHRISTOPHER & K	\$ 270,733
000029	000001	000600	07/29/2013	4152	0126	I	Q		TRIFF, DERON J.	TRIFF, DERON J.	\$ 242,500
000029	000001	000700	09/04/2013	4162	254	I	Q		SHEEHAN, DANIEL H	LYLE, MATTHEW B.	\$ 163,100
000029	000001	000900	12/11/2013	4185	554	I	Q		BURTIS, WILLIAM S	MENGENS, MICHAEL W	\$ 215,000
000029	000003	001200	07/24/2014	4230	197	I	Q		PULITZER, ADELE M. &	SANDS, TIMOTHY	\$ 385,000
000031	000001	000400	04/04/2014	4208	859	I	Q		RODRIGUEZ, SANDRA	MCMANUS, LISA M	\$ 230,000
000032	000004	001000	09/04/2013	4162	307	I	Q		SEEDNER, RICHARD W T		\$ 335,000
000032	000004	001000	05/19/2014	4214	832	I	Q		SARGENT, LYNDI	RURY, MICHAEL & TAMARA	\$ 267,500
000033	000001	000200	07/15/2014	4228	196	I	Q		GOVE, JAMES P	FOSTER, JEFFREY	\$ 363,000
000033	000004	001600	12/22/2011	3979	0753	I	Q		BANKS, BERYLE - TRUS	GIFFORD, WILLIAM E. & REBEC	\$ 186,000
000033	000004	001700	07/01/2013	4143	401	I	Q		KUSTRA, MARK D	BAKIN, DENIS O.	\$ 280,000
000033	000010	001600	12/20/2011	3978	0893	I	Q		FILLMORE, CARYNNE C	BLACKWOOD, MARK R	\$ 240,000
000034	000004	000200	10/29/2012	4066	678	I	Q		ATHERTON, RUSSELL &	ROWELL, MATTHEW & KATHL	\$ 215,000
000034	000004	000700	03/30/2012	4005	0022	I	Q		HAENDLER, STEVEN TRU		\$ 60,000
000034	000004	000700	06/19/2012	4028	142	I	Q		PAUL W CAIN INVESTME	PERSSON, CHRISTIAN	\$ 256,400

OWNER INFORMATION				SALES HISTORY				PICTURE							
BRICKER, DANIEL W MOMENEE, MICHELLE 1 LEE HILL ROAD LEE, NH 03861				Date	Book	Page	Type	Price	Grantor						
				04/26/2005	3177	479	U I 39		DUPRIE, JAMES						
				04/26/2005	3177	481	U I 38		MOMENEE, MICHELLE						
				07/18/1997	1939	632	Q 1	199,500	DUROST, VIRGINIA						
LISTING HISTORY				NOTES											
07/02/12	JQ	1/4 R- EXT		WHITE; BARN EASEMT 11/14/06; BMU=DIRT FLR; CORNER LOT; GRNHSE ATT TO HSE- POOR COND; HO SLEEPING BAD TIME; EXT=GOOD; REMOVE UC; EST COMPLETED; REMOVE GAR 1-STY & SHED 31X6 NO LONGER ON PROP; TOWN BUYS 5.11 AC OF PARCEL W/ 7.41 AC LEAVING 2.3 AC F; 7/12-LIST PATIO, BARN HAS EPU 5X4. PELLET STV N/V.											
08/22/06	DMVM														
06/14/06	BHPR														
06/28/02	CRRL														
07/13/00	BHPR														
03/14/00	BHPR														
EXTRA FEATURES VALUATION								MUNICIPAL SOFTWARE BY AVITAR.							
Feature Type	Units	Lngh x Width	Size Adj	Rate	Cond	Market Value	Notes	LEE ASSESSING OFFICE							
SHED-WOOD	96	12 x 8	227	7.00	40	610									
GREENHOUSE-POLY	140	14 x 10	100	16.00	5	112									
FIREPLACE 1-STAND	1		100	3,000.00	100	3,000									
BARN-1STY/LOFT	1,344	42 x 32	72	20.00	0		0 79D BARN 57% CNDTN								
79-D HISTORIC BARN	1		100	11,000.00	25	2,750	79D HISTORIC BARN								
PATIO	112	14 x 8	203	7.00	75	1,194	AT REAR								
						7,700									
								PARCEL TOTAL TAXABLE VALUE							
		Year	Building	Features	Land										
		2012	\$ 209,800	\$ 7,700	\$ 81,300		Parcel Total: \$ 298,800								
		2013	\$ 209,800	\$ 7,700	\$ 81,300		Parcel Total: \$ 298,800								
		2014	\$ 209,800	\$ 7,700	\$ 81,300		Parcel Total: \$ 298,800								
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	E	100	100	100	100		100	80,000	0	N	80,000		
1F RES	0.300 ac	x 4,000	X	100					100	1,200	0	N	1,200		
79-D HISTORIC BARN	0.050 ac	x 4,000	X	100					25	100	0	N	100	79D BARN	
		2.300 ac							81,300				81,300		



OWNER
BRICKER, DANIEL W
 MOMENEE, MICHELLE
 1 LEE HILL ROAD
 LEE, NH 03861

TAXABLE DISTRICTS	
District	Percentage

BUILDING DETAILS

Model: **2 STORY FRAME COLONIAL**
 Roof: **GABLE OR HIP/ASPHALT**
 Ext: **CLAP BOARD**
 Int: **PLASTERED**
 Floor: **HARDWOOD**
 Heat: **OIL/STEAM**

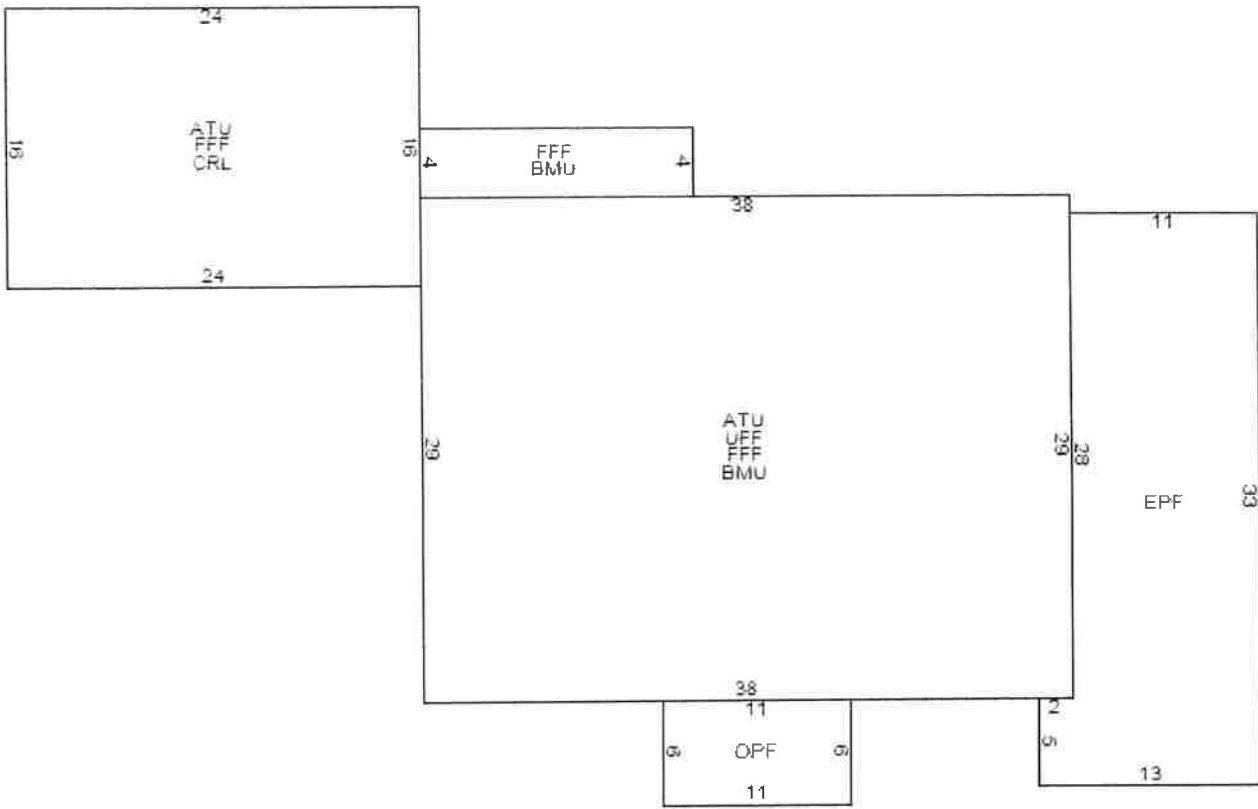
Bedrooms: **3** Baths: **1.0** Fixtures: **3**
 Extra Kitchens: Fireplaces:
 A/C: **No** Generators:
 Quality: **A3 AVG+30**
 Com. Wall:
 Size Adj: **0.9267** Base Rate: **RSA 75.00**
 Bldg. Rate: **1.1098**
 Sq. Foot Cost: **\$ 83.23**

PERMITS

Date	Project ID	Permit Type	Notes

BUILDING SUB AREA DETAILS

ID	Description	Area	Adj.	Effect.
CRL	CRAWL SPACE	384	0.05	19
OPF	OPEN PORCH FIN	66	0.25	17
UFF	UPPER FLR FIN	1102	1.00	1102
FFF	FST FLR FIN	1550	1.00	1550
BMU	BSMNT	1166	0.15	175
EPF	ENCLSD PORCH	373	0.70	261
ATU	ATTIC	1486	0.10	149
		6,127		3,273



FRONTAGE

FRONTAGE

2011 BASE YEAR BUILDING VALUATION

Market Cost New:	\$ 272,412
Year Built:	1926
Condition For Age:	AVERAGE 23 %
Physical:	
Functional:	
Economic:	
Temporary:	
Total Depreciation:	23 %
Building Value:	\$ 209,800

REQUEST FOR PROPOSAL (RFP)
AUTO RACING
NOISE STUDY

TOWN OF LEE
AD HOC RACETRACK COMMITTEE
7 MAST ROAD, LEE, NH 03861

OCTOBER 13, 2014

1. SUMMARY AND BACKGROUND

In 1977, the Town adopted a Racetrack Ordinance to regulate motor vehicle racetrack activities including the noise generated by such activities. That Ordinance was revised on several occasions, in 1989, 1992, 1998, 2006 and 2012, each time pursuant to Warrant Articles approved by the majority of voters. The current version of the Ordinance is attached as Attachment A.

The Lee Police Department commenced monitoring noise at the Lee USA Speedway (herein referred to as “Speedway”) in 2012 in an attempt to enforce the Ordinance. Following several months of monitoring, the Lee Police concluded that they did not have sufficient expertise or guidance to effectively monitor and enforce the Ordinance. Among the factors cited were how to account for the impact of ambient noise, uncertainty concerning the locations from which monitoring was to be conducted and similar factors.

In July 2014, the Lee Select Board established the Ad Hoc Race Track Committee. That Committee is comprised of a representative of the Board, a representative of the Speedway, the Chief of Police and several community members. The Board set out a specific list of topics for the Committee to address, which is attached as Attachment B. Ultimately, it is the objective of the Committee to provide guidance to the Board sufficient to allow for effective monitoring of noise generated at the Speedway and, if appropriate, defensible and fair enforcement of the noise limits articulated under the Ordinance.

2. PROPOSAL GUIDELINES

The Committee has created this RFP to solicit proposals to critique the current Ordinance and provide guidance concerning how to most effectively monitor noise generated by the Speedway activities and enforce the Ordinance. Interested parties are requested to address the following questions/tasks in two phases:

Phase I

- Is the Ordinance enforceable in its current form?
- If not, what changes should be made to the Ordinance to make it effective and enforceable?
- Does the current ordinance reflect best practices and standards for sound monitoring and control?
- What guidance would you provide with respect to the topics provided in Attachment B?
- What other factors should the Committee and the Board consider when determining how best to effectively and defensibly monitor and enforce the Ordinance?

Phase II

- Provide specific guidance as to the logistics of noise monitoring, including location, equipment, frequency and related topics.

- Given your experience and the information provided, who should be conducting monitoring activities (e.g., town officials/police, independent outside party, etc.)?
- How long would it take for you to collect sufficient baseline data to be able to commence monitoring for enforcement purposes?

Each proposal shall provide a detailed scope of work, as well as an itemization of costs. Bidders may present their proposals on a fixed-fee or hourly basis. Fees shall be presented on an hourly basis with an estimate of time necessary to complete each project task.

Bidders shall provide an estimate of the amount of time it will take to complete the project, as well as an explanation of any contingent factors that could affect the timeline.

Bidders shall describe the form their reports will take. Bidders shall also explain how they will engage with the Committee during the course of their work and how they will keep the Committee informed about the progress of that work. Bidders will be expected to present their findings and recommendations in person before the Committee and the Board upon completion of the work.

Proposals shall be provided in writing, not to exceed ten (10) pages. Each Bidder will be expected to present its proposal to the Committee, preferably in person although the Committee will consider presentation by phone, Webex or similar means of communication if necessary.

Contract terms and conditions will be negotiated upon selection of the winning Bidder. All contractual terms and conditions will be subject to review and approval by the Board.

3. DEADLINES AND SELECTION PROCESS

All proposals in response to this RFP are due no later than 5pm EST November [REDACTED], 2014.

Evaluation of proposals will be conducted from [REDACTED], 2014 until [REDACTED], 2014. If additional information or discussions are needed with any bidders during this two week window, the bidder(s) will be notified.

The selection decision for the winning bidder will be made no later than _____, 2014.

4. BIDDER QUALIFICATIONS

Bidders should provide the following items as part of their proposal for consideration:

- Description of their experience that is relevant to the project.
- List of staff who will be engaged in the project, including educational and relevant professional background.
- Examples of any similar projects done by the bidder's organization, including client references (i.e., police departments and town officials).

5. PRE-PROPOSAL MEETING

There will be a mandatory pre-submission meeting, to which attendance is required of all potential respondents that will take place at the Lee USA Speedway, Route 125, Lee, New Hampshire, on Friday, November XX, 2014 at XX PM. This meeting will constitute a walk-through of the various parts of the Speedway and possibly nearby residential neighborhood(s).

Julie Glover

From: Art Guadano <art@agarchitects.com>
Sent: Thursday, October 09, 2014 6:06 PM
To: Julie Glover
Cc: Carole Dennis; David Cedarholm; dduval@leenh.org; sbugbee@leenh.org
Subject: Re: Lee RFP Facility Needs Analysis - Civil Engineer

Hi Julie,

I apologize - I misunderstood his position as Chair on the Select Board and do understand the concern. We are fine with recommending our alternative engineer, Norway Plains, as noted. Please let me know if you have any questions.

Thanks,

Art



Art Guadano, AIA LEED AP BD+C
AG Architects, PC

634 Central Avenue
Dover, New Hampshire 03820
Phone: (603) 743-3700
Fax: (603) 743-3777

www.agarchitects.com

On 10/9/2014 1:44 PM, Julie Glover wrote:

Art – thank you. However, as I explained the other day, Dave Cedarholm (who is employed by Tighe & Bond) is the Chair of the Lee Select Board and would therefore need to recuse himself from any discussion and decision regarding the selection of the firm hired to perform the Needs Analysis. This would not be in the best interest of the Town. He is also, by virtue of his position on the Select Board, an ex-officio member of the Planning Board. Were he simply a member of the Planning Board, it would not be necessary for you to select a different Civil Engineer, as the Planning Board will have no involvement in the RFP process.

Please feel free to call me if you would like to discuss further.

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: Art Guadano [<mailto:art@agarchitects.com>]
Sent: Thursday, October 09, 2014 11:01 AM
To: Julie Glover
Subject: Lee RFP Facility Needs Analysis - Civil Engineer

Hi Julie,
Attached is the letter you requested concerning the Civil Engineer for this RFP. Please let me know if you also need any hard copies and we can get them over to you.
Thanks,
Art



Art Guadano, AIA LEED AP BD+C
AG Architects, PC
634 Central Avenue
Dover, New Hampshire 03820
Phone: (603) 743-3700
Fax: (603) 743-3777
www.agarchitects.com

October 2014

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3 CIP Kick off for Dept Heads 8:00 a.m.	4
5	6	7	8 ABC/BOS Budget Meeting 7:00 p.m.	9	10	11
12	13 BOS Meeting 6:00 pm	14 ABC Budget Meeting	15	16 CIP Meet w/Dept Heads 8:30 a.m.	17 CIP Meet w/Dept Heads 7:30 a.m.	18
19	20	21 CIP Presentation ABC/BOS Budget Meeting 7:00 p.m.	22	23	24	25
26	27 BOS Meeting 6:00 pm	28 ABC/BOS Budget Meeting 7:00 p.m.	29	30	31	

November 2014

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2	3 BOS Meeting 6:00 pm	4 ABC Meeting 7:00 pm	5	6	7	8
9	10	11 Veteran's Day	12	13	14	15
16	17 BOS Meeting 6:00 pm	18 ABC/BOS Budget Meeting 7:00 p.m. Selectmen's Budget	19 ABC Meeting	20	21	22
23	24	25	26	27 Thanksgiving	28 Thanksgiving	29
30						

December 2014

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1 BOS Meeting 6:00 pm	2 Final CIP Presentation to ABC/BOS 6:00 pm First Day to Hold Bond Public Hearing	3	4	5	6
7	8	9	10	11	12	13
14	15 1st Public Budget Hearing , Default Budget Presented BOS Regular Meeting 6:00 p.m.	16	17	18	19	20
21	22	23	24	25 Christmas	26 Christmas	27
28	29 2nd Public Budget Hearing BOS Regular Meeting 6:00 p.m.	30	31			

FY16 Budget Calendar – When deadlines are based upon when the Deliberative Session is to be held, the January 31st date is used

January 2015

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1 New Years	2 Last Day to submit Petition WA for Bond	3
4	5	6 Last day to post notice of Bond Public Hearing	7	8	9	10
11	12 BOS Meeting 6:00 pm Review Warrant	13 Last Day to Hold Bond Public Hearing Last Day to Submit Petition Warrant Article	14	15	16 Last day for public hearing to establish special revenue fund	17
18	19 MLK DAY	20 BOS Special Meeting to Approve Warrant & 3rd Public Budget Hearing (if necessary)	21 First Day to File for Elected Office	22	23	24
25	26 BOS Meeting 6:00 pm Last Day to Post Warrant, Budget and Default Budget	27	28	29	30 Last Day to File for Elected Office	31 First Day for Deliberative Session

FY16 Budget Calendar – When deadlines are based upon when the Deliberative Session is to be held, the January 31st date is used

February 2015

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7 Last Day for Deliberative Session
8	9 BOS Meeting 6:00 pm	10	11	12	13	14
15	16 Presidents Day	17	18	19	20	21
22	23 BOS Meeting 6:00 pm	24	25	26	27	28

FY16 Budget Calendar – When deadlines are based upon when the Deliberative Session is to be held, the January 31st date is used

March 2015

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3 Town Report Due	4	5	6	7
8	9 BOS Meeting 6:00 pm	10 Ballot Session	11	12	13	14
15	16	17	18	19	20 Town Clerk to send BOS & treasurer a certified copy of vote to transfer surplus to CRF	21
22	23 BOS Meeting 6:00 pm	24	25	26	27	28
29	30	31				

SELECTMEN'S MEETING

October 13, 2014

CONSENT AGENDA ITEMS

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

SIGNATURES REQUIRED

- Intent to Cut
- Warrant Letter
- Cemetery Plot Document

INFORMATION ONLY

- Veteran's Resort Chapel Letter
- Durham Public Notice Hearing

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
NOTICE OF INTENT TO CUT WOOD OR TIMBER

(Assigned by Municipality)

YR TOWN OP#

14-055-03-T

For Tax Year April 1, 14 to March 31, 15

PLEASE TYPE OR PRINT (If filling in form on-line; use TAB Key to move through fields)

1. Town/City of: Lee

2. Tax Map/Block/Lot or USFS Sale Name & Unit No. map 20 Lot 6-0

3. Intent Type: Original [checked] Supplemental [] (Original Intent Number)

4. Name of Access Road: Cartland

5a. Acreage of Lot: 56 Acreage of Cut: 10-15

5b. Anticipated Start Date: Nov-Dec

- 6. Type of ownership (check only one):
a. Owner of Land and Stumpage (Joint Tenants) [checked]
b. Owner of Land and Stumpage (Tenants in Common) []
c. Previous owner retaining deeded timber rights []
d. Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements []

REPORT OF CUT / CERTIFICATE TO BE SENT TO:

OWNER [] OR LOGGER / FORESTER [checked]
BY MAIL [] OR E-MAIL []

7. I/We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first. I/We also assume responsibility for any yield tax which may be assessed. (If a corporation, an officer must sign.)

Timber Tax Information is Available at www.revenue.nh.gov
Questions?? Call (603) 230-5950

Scott Kemp 9-28-14
SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

Scott & Gina Kemp
PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

Gina Kemp 9-28-14
SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

Scott & Gina Kemp
PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

49 Cartland Rd
MAILING ADDRESS

Lee NH 03861
CITY OR TOWN STATE ZIPCODE

Gina.Kemp9@gmail.com
E-MAIL ADDRESS

603 659 6238 603 988 9731
HOME PHONE (Enter number without dashes) CELL PHONE (Enter number without dashes)

FOR MUNICIPAL ASSESSING OFFICIALS ONLY

The Selectmen/Municipal Assessing Officials hereby certify that:
1. All owners of record have signed the Intent;
2. The land is not under the Current Use Unproductive category;
3. The form is complete and accurate; and

- 4. Any timber tax bond required has been received.
5. The tax collector will be notified within 30 days of receipt pursuant to RSA 79:10.
6. This form to be forwarded to DRA within 30 days.

8. Description of Wood or Timber To Be Cut

Table with columns: Species, Estimated Amount To Be Cut, Tons, Cords. Rows include White Pine (20 MBF), Hemlock (MBF), Red Pine (MBF), Spruce & Fir (MBF), Hard Maple (MBF), White Birch (MBF), Yellow Birch (MBF), Oak (30 MBF), Ash (MBF), Beech & Soft Maple (2 MBF), Pallet or Tie Logs (5 MBF), Other (Specify) (MBF), Pulpwood, Spruce & Fir, Hardwood & Aspen, Pine, Hemlock, Whole Tree Chips, Miscellaneous, High Grade Spruce/Fir (Tons), Cordwood & Fuelwood (20 Cords).

9. Species and Amount of Wood or Timber For Personal Use or Exempt. See exemptions on back of form.

Table with columns: Species, Amount.

10. By signing below, the Logger/Forester or person responsible for cutting hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner. I have become familiar with RSA 227-J, the timber harvest laws.

Jake Brunenberg 9/28/14
SIGNATURE (in ink) OF PERSON RESPONSIBLE FOR CUT DATE

Jake Brunenberg
PRINT CLEARLY OR TYPE NAME OF PERSON RESPONSIBLE FOR CUT

250 Pittsfield Rd
MAILING ADDRESS

Lendon NH 03307
CITY OR TOWN STATE ZIPCODE

765-5527
PHONE NUMBER E-MAIL ADDRESS

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
NOTICE OF INTENT TO CUT WOOD OR TIMBER

RSA 79:10

GENERAL INSTRUCTIONS

WHO MUST FILE	The owner shall complete Form PA-7, Notice of Intent to Cut Wood or Timber (Intent), and shall file the form with the municipality (town, city, or unincorporated place) where the property to be cut is located.
WHEN TO FILE	The Intent shall be filed with the municipal assessing officials at the beginning of each tax year or prior to commencing each cutting operation. Cutting cannot take place until the Intent is signed by the municipal assessing officials and has been posted on the job site.
WHERE TO FILE	File the form with the municipality for approval by the municipal assessing officials and an assigned operation number. A Timber Tax bond may be required, see below. The Intent must be signed by the municipal assessing officials and an operation number assigned prior to distribution. DISTRIBUTION: The original, signed copy is retained by the municipal assessing officials; a copy to the Owner, a copy to the Logger, and a copy to the Department of Revenue Administration (DRA) by Mail to: PO Box 487 Concord NH 03302-0487; by E-mail to: timber@dra.nh.gov or by Fax to: (603) 230-5943.
WHO MUST PAY	After Form PA-8, Report of Wood or Timber Cut (Report), is submitted to the municipality, a tax bill will be issued to the owner and payment shall be remitted directly to the municipality. The Timber Tax is a 10% tax on the stumpage value at the time of cutting.
REPORT & CERTIFICATE	Once the Intent has been signed and an operation number assigned, appropriate copies shall be forwarded by the municipality to the owner and the DRA. After the copy of the Intent has been received by the DRA, a Report and a Certificate will be issued by the DRA to the individual indicated on Line 6. The Certificate should be posted in a conspicuous place within the area of the cutting.
EXEMPTIONS	RSA 79:1, II (b), The following persons shall not be required to file an Intent to Cut or be subject to the Timber Tax: (1) A person who cuts, within the tax year, up to 10,000 board feet of logs from his own land for use in the construction, reconstruction, or alteration of his own buildings, structures, or fences situated in the State of New Hampshire; provided that such buildings are not being built for sale purposes; (2) A person who cuts or causes to be cut, within the tax year, up to 20 cords of fuel wood for his own consumption in the State of New Hampshire for domestic fuel purposes, or any amount for the manufacture of maple sugar or syrup; (3) Federal government, state government, cities, towns, school districts, or other political subdivisions which cut wood or timber for their own use, on lands under their ownership or jurisdiction or both. (4) Persons engaged in the clearing or manufacturing of rights-of-way or water storage reservoir areas incidental to the furnishing of utility services or transportation services to the public; provided, however, that when the person clearing or causing the clearing of said right-of-way sells or agrees to sell the wood or timber, he shall be deemed an "owner" as defined in subparagraph (a) above. (5) A person who cuts or causes to be cut, within the tax year, up to 10,000 board feet of logs and 20 cords of wood or the equivalent in whole tree chips, from the person's own land within a municipality, for land conversion purposes other than timber growing and forest uses, provided that those persons intending to convert the use of the land have secured all required permits including, but not limited to, building permits, subdivision or zoning permits, excavation permits, or site plan approvals, as necessary for the use to which the land will be converted, and are able to furnish proof of such permits. RSA 79:2 Release From Taxes. (6) All growing wood and timber except fruit trees, sugar orchards, nursery stock, Christmas trees, and trees maintained only for shade or ornamental purposes or for genetically-engineered short rotation tree fiber, which shall not be subject to the yield tax, shall be released from the general property tax and the school tax in unincorporated places provided for in RSA 198:16, but the land on which such growing wood and timber stands shall be assessed.
TIMBER TAX BOND	Bond Required: 1. If owners are not current on property taxes and/or timber taxes; 2. If owners are tenants in common and all have not signed the Intent; and 3. Owners do not own property in the municipality. Timber Tax Bonds are equal to the estimated Timber Tax.
NEED HELP	Call the Department's Municipal & Property Division at (603) 230-5950. Hearing or speech impaired individuals may call TDD Access: Relay NH 1-800-735-2964.
NEED FORMS	Forms may be obtained by mail from the New Hampshire Department of Revenue Administration, PO Box 487 Concord NH 03302-0487, by calling (603) 230-5950 or on the Department's Web site at www.revenue.nh.gov/forms.
TDD ACCESS	Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department. TDD Access: Relay NH 1-800-735-2964.

LINE-BY-LINE INSTRUCTIONS

LINE 1	Enter the name of the New Hampshire municipality where the cut is to take place.
LINE 2	Enter the municipality assigned tax map and lot number or the US Forest Service Sales sale name and unit number.
LINE 3	Indicate if the Intent is an original or supplemental. Original means the first filing in a tax year. Supplemental means an additional filing to make corrections or additions to information contained on the original Intent. If this is a supplemental, enter the original operation number as previously assigned by the municipality.
LINE 4	Enter the name of the road from which the cutting will be accessible.
LINE 5	Enter the total number of acres in the lot, the number of acres you are working on, and the anticipated start date of the cutting.
LINE 6	Check the box to indicate the type of ownership of the land. Check the box indicating if the Report and Certificate should be sent to the Owner or Logger/Forester. Provide an e-mail address if you would like the Report and Certificate e-mailed to the Logger/Forester.
LINE 7	The form must be signed and dated by all owners of the property, unless the owner's are Tenants in Common (see RSA 79:1, II (a), 2). Clearly print the complete name(s), mailing address and telephone number of the owner(s). Provide an e-mail address if you would like the Report and Certificate e-mailed to the owner(s).
LINE 8	Enter the estimated amount of timber to be cut by thousand board feet (MBF), tons or cords under the appropriate species. The cutting should take place during the Tax Year April 1 to March 31. Before exceeding the original estimate, a supplemental Intent must be filed for additional volumes of timber.
LINE 9	Enter the species of any amounts not included in section 8 you are claiming an exemption for and the amount of the cut in the space provided. [See exemptions numbers 1-6 above]
LINE 10	The Intent must be signed and dated by the Logger/Forester or person responsible for the cutting who accepts responsibility for verifying the volumes of wood to be reported by the owner. The person signing should be familiar with RSA 227-J, the timber harvest laws. Clearly print the name, complete mailing address and telephone number of the Logger/Forester or person responsible for cutting.

STATE OF NEW HAMPSHIRE

To the inhabitants of the Town/City (Ward) of _____ in the
County of _____, New Hampshire.

You are hereby notified to meet at _____
(name and location of polling place)
on Tuesday, the fourth day of November, 2014. The polls will be open between the hours of
_____ a.m. and _____ p.m. to act upon the following subjects:

**To bring in your votes for Governor, United States Senator, United States Representative,
Executive Councilor, State Senator, State Representatives and County Officers.**

Given under our hands and seal, this _____ day of October, in the year of Our Lord two
thousand and fourteen.

_____ Selectmen of _____

October _____, 2014

We hereby certify that we gave notice to the inhabitants within named, to meet at the time and
place and for the purpose within mentioned, by posting an attested copy of the above Warrant at the place
of meeting and at the office of the Town or City Clerk or City Hall on the _____ day of October,
2014.

_____ Selectmen of _____

NEW HAMPSHIRE
DEPARTMENT OF STATE



William M. Gardner
Secretary of State

Robert P. Ambrose
Senior Deputy Secretary of State

David M. Scanlan
Deputy Secretary of State

October 6, 2014

TO: All Town and City Clerks

RE: Warrant for General Election

Attached is a **sample** of the **Warrant** that must be posted at all polling places and at the Office of the Town or City Clerk or at Town or City Hall (RSA 658:1) **no later than Tuesday, October 21st** for the November 4, 2014 general election.

Would you please make sure this notice is delivered to the selectmen or the proper ward officials.

If you have any questions, please call this office at 1-800-562-4300 or email elections@sos.nh.us

Sincerely,

A handwritten signature in cursive script that reads "Karen".

Karen H. Ladd
Assistant Secretary of State

KNOW ALL MEN BY THESE PRESENTS

That the Town of Lee in consideration of Seven Hundred Dollars paid by Michael A Engelking the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the said parties, their heirs and assigns 2 Graves in the Public Burial Ground, known as the LEE HILL CEMETERY situated on Lot G-10 and numbered Graves 4 and 10 on the plan, and bounded as follows, to wit:

- On the North by Grave 3 and 9 of Lot G-10;
- On the South by Grave 5 and 11 of Lot G-10;
- On the East by Grave 10 of Lot H- 9 and Grave 4 of Lot G-10;
- And on the West by Grave 10 of G-10 and by cemetery access road.

Recorded on a plan entitled Lee Hill Cemetery dated March, 1960, drawn by G. L. Davis Associates, the original of which is on file in the Town office. To have and to hold the said grave(s) to the said Grantee, their heirs and assigns forever, subject, however, to the following Conditions and Limitations:

First. That the said grave(s) shall not be used for any other purpose than as a place of burial for the dead and no tomb shall be erected or constructed on said grave(s) and no trees within the grave(s) or border shall be cut down or destroyed without the consent of the Superintendent of Cemeteries.

Second. That said grave(s) shall be graded, sodded, suitable landmarks of stone erected and the number permanently and legibly marked on the premises by the Superintendent of Cemeteries and that no work shall at any time be done upon or around the said grave(s) by other persons than the proper officers or employees of the Town of Lee except by consent of the Superintendent of Cemeteries.

Third. That no fence, curbing, hedge or other landmark, other than corner posts set by the Superintendent of Cemeteries, shall be placed upon or around said grave(s); no marker shall be set either above or below the level of the turf; no grave shall have more than one marker and no lot more than one monument, such marker or monument to be approved by the Superintendent of Cemeteries before it is contracted for; no grave or lot shall be mounded.

Fourth. That the Superintendent of Cemeteries has the right to forbid or remove any marker, monument or structure deemed objectionable by him.

Fifth. That there shall be no planting of trees/shrubs except by consent of the Cemetery Trustees & Superintendent of Cemeteries. Also, said Town of Lee, in consideration of the above sum paid to them by the Grantee, does further covenant to and with said Grantee and/or their heirs and assigns, that they will forever keep said grave(s) in suitable and good condition, including such monuments which may occupy the site, and further keep in good repair the roads, fences and grounds of the cemetery itself. Except that in no case will the Town of Lee obligate itself to expend a sum in excess of the income from the perpetual care fund.

In Witness Whereof the said Town, by its Selectmen duly authorized, has affixed its seal, and the said Selectmen have subscribed their names this _____ day of _____ in the year _____.

TOWN OF LEE

Mail deed to:
Michael A Engelking
5 Norway Plains Road
Rochester, NH 03868-8808

By: _____

Selectmen

Signed and Sealed in the presence of:

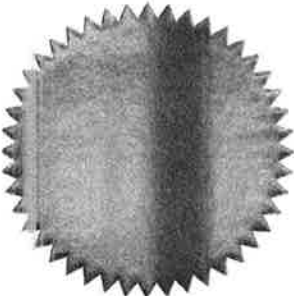
Witness

Witness

State of New Hampshire, Strafford County, personally appeared the above-named Lee Board of Selectmen who in their capacity acknowledged the foregoing instrument to be their voluntary act and deed.

Before me, this _____ day of _____ in the year _____ by _____

Notary Public



Veteran Resort-Chapel
101 Stepping Stone Rd
Lee NH 03861
603-781-3839

SEP 26 2014



Selectmen And Building Inspector
Town of Lee NH

Sir

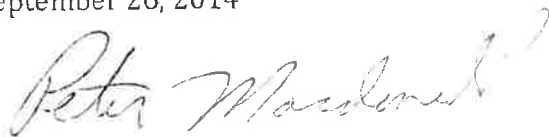
On 9/9/14 the Veteran Resort-Chapel submitted an application to build two 8'x16' sheds to be used as Religious Reading Rooms. The building permit was denied for the wrong (Discriminating) Reasons. The buildings on the application are 8'x16' and not what was described in the letter. According to Lee zoning we the owners of the property Veteran Resort-Chapel is a religious organization and under Accessory use are allowed to have a church on the property. A church under the Religious Land Use Institutionalized Act of 2000 it is discrimination to single out a religious organization as you the town of Lee in this case are doing. The second reason is that there was no site plan with the application, which is wrong there was one as I had the Building Dept make a copy of my application before I left the office and here is the copy. The third reason given for denial is that the use of the property does not conform to Lee Zoning in that the building permit application states that the use on site is "residential and church", and that the contractor, being yourself (Peter Macdonald) is a "Church Volunteer" for the proposed project. The use on the property is a registered with the State of New Hampshire non-profit church with the mission to help homeless combat US Military Veterans. The use on the property is a registered with the Federal Government 501-c-3 non-profit church with the mission to help homeless US Military Combat Veterans. We are a Chapel legally under Lee zoning article 5 accessory use conform with the use as allowed by all other property owners in Lee NH. For the Town of Lee to single out the Veteran Resort-Chapel to intentionally harm homeless Combat Veterans cannot be tolerated. The fourth is that the building inspector will no longer accept applications from the Veteran Resort-Chapel until such time you have the proper planning board/zoning approvals as may be applicable for this property. I will appeal this decision to the Site Review committee and zoning board but I want to give you notice of the VRC intentions to possible court action for discrimination against homeless US Military Combat Veterans.

The example of the Town of Lee intentions can be clearly seen in the court case Docket No 219-CV-00220 in that in order for the VRC to get a building permit we had to set aside our portable toilet and rent one at a cost. Lee took the VRC to court because we had a rented portable toilet on the property that Lee required before a building permit would be issued. Lee was so desperate to take us to court in that the Lee zoning did not prevent the VRC from having a rented toilet they used the International Plumbers Code with an irrelevant rule. The town of Lee plus many residents and businesses in Lee have there very same toilet on their property year round. The next charge is we have a legally registered with the NH DMV trailer on

the property owned by the VRC parked in our back yard. Many property owners even Crawford the neighbor across the street has trailers parked in his yard year round. The next charge is we have a sign leaning against our flagpole telling the public what we are building. This property is a construction site for we have not got our Certificate of Occupancy yet and as such as all other construction sites in Lee NH are allowed to have such a sign, but even further under our NH Constitution personal property is that which is not attached to the land and this sign is not attached to anything. How many property owners in Lee have children's toys (ex Red Flyer Wagons) with words on them in their front yard? The final charge is a church volunteer from May in to June spent a few nights a week sleeping in the back yard as a safety measure to help the homeless disabled Veteran living in the unit above the Chapel. Lee zoning allows this but even more the Constitution prevents a town government from telling any resident who and who not can be on their property. This church volunteer went to her home in Epping NH several times a week for personal reasons and since there was no sewer hook up she used the one in the homeless disabled US Military Veterans unit.

The Town of Lee NH went even further when they advised that since non-profit fundraiser groups established in Lee can no longer work in Lee NH because they gave donations to the VRC is a contemptible non-American act if it is true. Discrimination as so clearly portrayed by the Town of Lee NH in court and town government actions against Homeless US Military Combat Veterans is wrong and cannot be tolerated. Please correct these wrongs at once.

Peter Macdonald Sgt USMC Semper Fi
Minister at the Veteran Resort-Chapel
September 26, 2014



APPLICATION FOR BUILDING PERMIT
TOWN OF LEE, NEW HAMPSHIRE

SEP 16 REC'D

Date Filed: 9 9 14

Tax Map #: 12

Permit #: 3-3

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"/> Leachfield |
| <input type="checkbox"/> Addition | <input type="checkbox"/> Mobil Home |
| <input type="checkbox"/> Commercial | <input type="checkbox"/> Modular Home |
| <input type="checkbox"/> Commercial Addition | <input type="checkbox"/> Multi-family |
| <input type="checkbox"/> Commercial Remodel | <input type="checkbox"/> New Home |
| <input type="checkbox"/> Deck | <input type="checkbox"/> New Home w/garage |
| <input type="checkbox"/> Demolition | <input checked="" type="checkbox"/> Other - 2 |
| <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"/> In Law Apartment | <input type="checkbox"/> Well |

29

Size of new construction in sq. ft.: 125 Full Number of Bedrooms in New Homes: 2
Existing Building on lot used for: Residential Commercial Church

Name of Owner: Veterans Resert - Chapel
Corporation or Trust: Corp
Address: 101 Stepping Stone City: Lee State: NH Zip: 03824
Telephone # (H): 603 781 3837 (W) 659 6217
Project Street Address (if different): _____

Contractor: Self Address: 101 Stepping Stone Rd
Telephone #: 659 6217 Pager/ Mobile Phone #: _____

Foundation Contractor: N/A Address: _____ Phone: _____

Masonry Contractor: N/A Address: _____ Phone: _____

Plumbing Contractor: N/A Address: _____ Phone: _____ Lic.#: _____

Electrical Contractor: N/A 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 the Building Inspector 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: _____

Estimated Cost of Construction, 5000 Fee: _____

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.

FX 12 Religious Rooming Room

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: Veterans Assoc. Phage

Signature of Applicant: Peta Woodward

*** 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: Peta Woodward

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

Comments/Other Information: FX 12 Site To be used as Religious Rooming Room

Date of Approval: _____

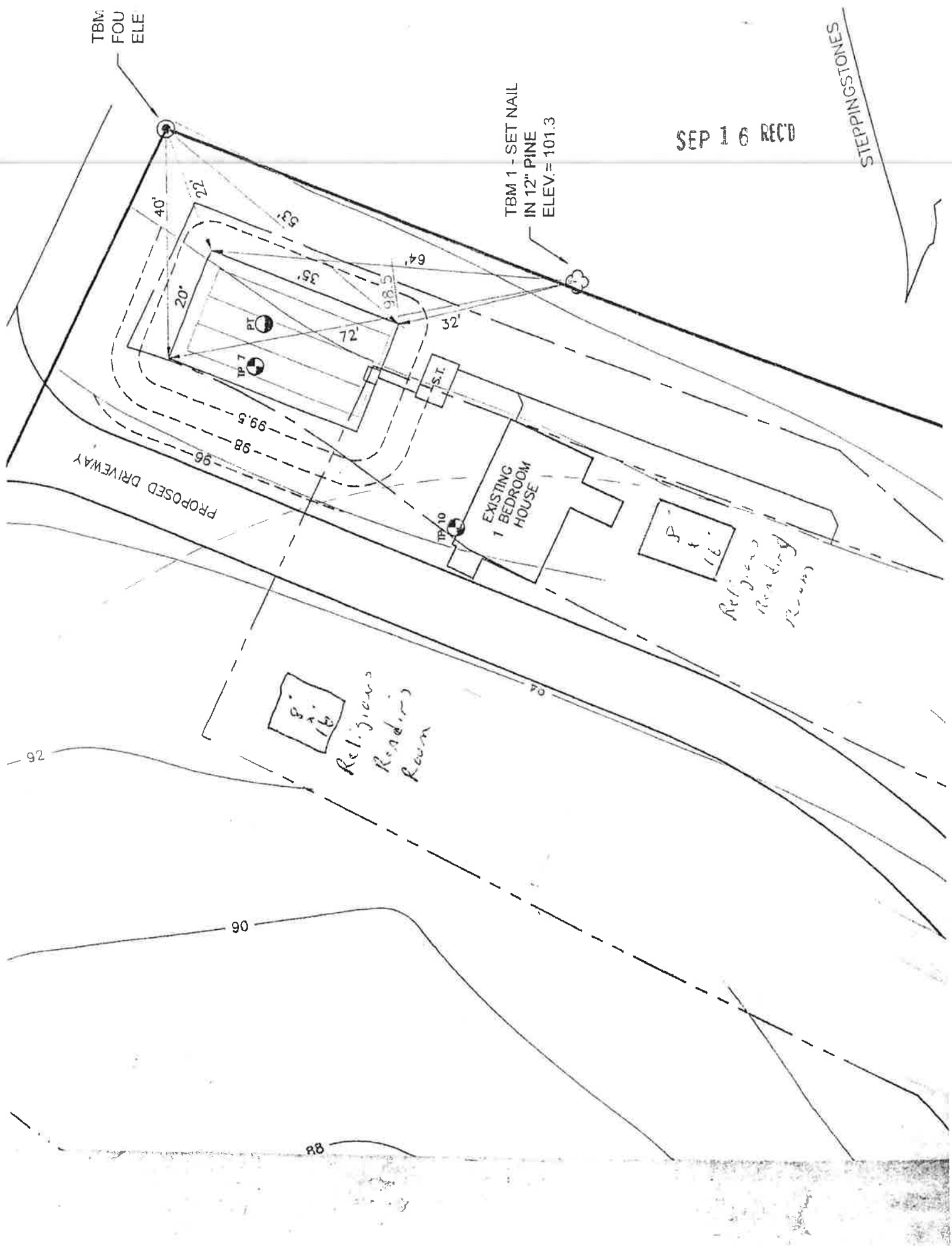
Approved by: _____
Building Inspector Code Enforcement Officer

TBM
FOU
ELE

TBM 1 - SET NAIL
IN 12" PINE
ELEV. = 101.3

SEP 16 RECD

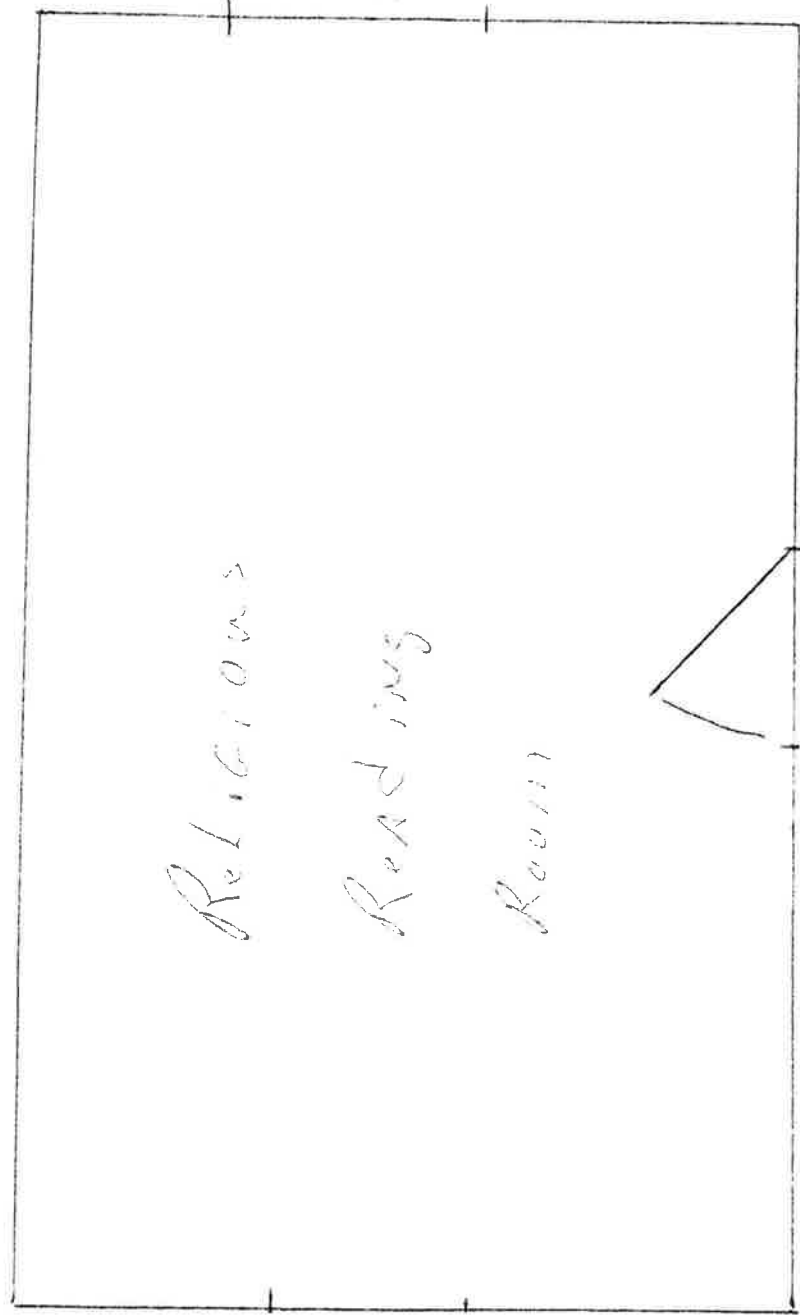
STEPPINGSTONES



1012 7107

EX 6

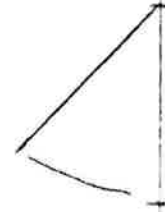
SEP 16 REC'D



Religious

Reading

Room



Door

2' x 3'
window

APPLICATION FOR SITE REVIEW

LEE, NEW HAMPSHIRE

(603) 659-6783

Case Number _____

Received On _____

Fee _____

Clerk _____

Board Action _____

Date: _____

OWNER: Veteran Resort - Chapel

APPLICANT: Peter Macdonald minister

ADDRESS: 101 Stepping Stone Rd
Lee NH 03824

PHONE: 603 659 6217

LOCATION OF

PROPERTY: 101 Stepping Stone Rd ZONE: _____

TAX MAP NUMBER 12-3-3 BOOK _____ PAGE _____

DESCRIPTION OF THE PROPOSED USE: (BE AS COMPLETE AS POSSIBLE)

Non-Profit NH Registered church to help homeless combat Veterans
501-C-3 Federally Registered church non-Profit to help homeless combat ve
to build 8' x 16' sheds to be used as religious
reading rooms

Veteran Resort - Chapel
Peter Macdonald minister

Minister
Peter Macdonald

Signature of Owner(s)

Signature of Applicant(s)

NOTE: This application must be accompanied by a site plan in accordance with the Town of Lee Site Plan Review Regulations. A complete list of abutting property owners, names and addresses and application fees must be filed at least (3) three weeks prior to the scheduled public hearing. If this use is to be in a non-commercial zone, an exception or variance must be obtained from the Board of Adjustment.

A Site review of the property must be scheduled with a minimum of three Planning Board representatives. Soil testing must be completed where applicable. By signing this application, you are authorizing the Planning Board and/or interested parties to do a site visit of the property.

Fees in the amount of \$90.00 for the first acre and \$20 for each additional acre of land involved in the use plus \$8.00 for each abutter notification must be submitted at the time of the application. (An abutter includes the applicant as well as any person(s) who have prepared plans or delineated soils). Costs for additional special studies required will be billed separately to the applicant. The maximum application fee shall be \$1,000.

SITE REVIEW SCHEDULED: DATE: _____ TIME: _____

ATTENDED BY: _____ & _____ & _____

SITE PLAN CHECKLIST

For: _____

Application

- Site Plan Application _____
- Fees Paid Date: _____
- Soil Tests _____
- Abutters list/address _____
- Access Permit (Town or State) _____
- Site Review _____
- Preliminary Plan _____
- Proof of Ownership or Notarized letter from owner or P&S Agreement _____

Preliminary Consultation _____

Preliminary Plan Requirements

- Name of Municipality _____
- Title Block – Owners Name, Address _____
- Locus _____
- Boundary of Parcel – dimensions _____
- Bearing and Distance of Property Lines _____
- Location of Buildings – existing, proposed _____
- Test pits locations and number of all dug _____
- Access & Roads, parking & loading _____
- Abutters, Names & Addresses, book & page _____
- Deed Description, book & page _____
- Zone Boundaries, including wetlands zone, Shoreline & Aquifer Districts _____
- Delineation of required setbacks _____
- Bar Scale _____
- North Arrow _____
- Names of Engineer, surveyor _____
- Existing and Proposed Contours _____
- Location of floodplains, slopes greater than 15% _____
- Calculations of Undevelopable Land Area _____
- And permitted density _____

Additional Information Required:

Review & Statements from:

Police Chief _____

Fire Chief _____

Road Agent _____

Conservation Commission _____

Sign Plans _____

Lighting Plans (splash plan to Police Chief) _____

Landscaping Plans (copy to Conservation Commission) _____

Protective Covenants _____

Homeowners Association / Condominium Documents _____

Fire Protection Plans _____

Road Profiles & Cross Sections _____

Road Name, approved (by Selectmen) _____

Storm Water Drainage & Calculations _____

Septic Plans _____

Water Supply Plans _____

Elevations and Floor Plans _____

Special Exceptions or Variances as required _____

Wetlands Board Approval _____

Erosion & Sediment Control Approval _____

NH Water Resources approval for ponds & dams _____

State Septic Approval _____

State Well Approval _____

Bonding & Performance Agreement _____

State Groundwater Discharge _____

Special Studies as required:

Nutrient Loading, per town specifications _____

Hydrogeological Analyses _____

Pesticide Analyses _____

Environmental Analyses _____

Traffic Impact Analyses _____

Economic Impact Analyses _____

Water & Soils Analyses _____

Wetlands Mapping _____

Final Storm Drainage Plans with computations

- Design ensuring no increase in offsite run-off _____
- Methods of Water Supply _____
- Final Road cross sections and profiles – three copies _____
- Special Exceptions / Variances as required _____
- Proposed development schedule _____
- Fire Pond / protection plans _____
- Protective Covenants _____
- Homeowners Association Agreements _____
- State Subdivision Approval _____
- Wetlands Board Approval (Dredge & Fill) _____
- Erosion & Sediment Control Approval –
State of New Hampshire _____
- State Groundwater Discharge Permit _____
- NH Water Resources Approval for Ponds & Dams _____
- WS & PC Approval for Community Water Supply _____
- Bonding Approval _____

Final Approvals from:

- Fire _____
- Police _____
- Road Agent _____
- Conservation Commission _____

FINAL PLAN

- Scale 1" = 50' _____
- All preliminary plan information _____
- North Arrow dated _____
- Signature Block _____
- Reference to any other plans, revisions and dates _____
- Legend _____
- Location of easements or encumbrances _____
- Plans for utilities _____
- Statement of conformance with local regulations _____
- Stamp and Seal of engineer or surveyor _____
- Approved road name(s) _____
- Survey closure _____
- Mylar and three copies _____



TOWN OF DURHAM
15 NEWMARKET ROAD
DURHAM, NH 03824-2898
Tel: 603/868-5571
Fax: 603/868-5572

RECEIVED
SEP 29 2014
TOWN OF LEE, NH
SELECTMAN'S OFFICE

September 24, 2014

NOTICE OF PUBLIC HEARINGS
Durham Town Council

Two public hearings will be held by the Durham Town Council to receive public input on proposed amendments to the Zoning Ordinance as described below. You are welcome to attend the meeting and comment on the proposal. You may also submit comments by letter or fax (to the address/number above) or by email (jberry@ci.durham.nh.us). This notice is being sent to you because you own property in one or both of the affected zoning districts.

Proposal:

Amend the Durham Zoning Ordinance to change the Table of Uses, Section 175-53 Use Standards, as follows:

Conference Center. Change from Conditional Use to Not Permitted in the Office, Research, and Light Industry (ORLI) District and in the Multi-Unit Dwelling and Office Research (MUDOR) District

Convenience Store with Gasoline Sales. Change from Conditional Use to Not Permitted in the Office, Research, and Light Industry (ORLI) District.

Public Hearing:

Date: **Monday, October 6, 2014**
Time: **7:00 p.m.** (The meeting starts at 7:00 p.m. The hearing will be held some time after that. See below.)
Location: **Town Council Chambers, Durham Town Hall**
15 Newmarket Road, Durham, NH 03824

The agenda for the meeting will be posted at the Town Hall and on the Town's website at least one day prior to the meeting. Please feel free to contact this department with any questions, for an update on the status of the proposal, or if you have any disability requiring special provisions for your participation.


Todd I. Selig
Administrator