

SELECT BOARD MEETING AGENDA

DATE: 6:00pm Monday, October 27, 2014

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

The Select Board reserves the right to make changes as deemed necessary during the meeting. Public Comment speaking time limited to 3 minutes.

1. Call to Order - 6:00 pm
2. Non-Public
 - a. RSA 91-A:3 II (d) – Kennard Property
 - b. RSA 91-A:3 II (d) –Bricker Property
 - c. RSA 91-A:3 II (a) – Personnel Evaluation
3. Public Comment
4. **Katrinka Pellecchia, Library Building Committee Chair – Dennis Mires New Library Proposal**
Request \$13,000 to redesign the new Library (to be completed by Dennis Mires).
5. **Katrinka Pellecchia, Library Building Committee Chair – Engineer Study by Jeffrey Merritt**
Request \$2000 to cover the cost of having engineer Jeffrey Merritt complete an analysis of the existing, aka Bricker driveway, per the request of the NH DOT (justify the existence of the existing driveway by using AASHTO sight distance criteria, its proximity to stop signs, and the fact that achieving DOT all season sight distance at the existing driveway would require removing/moving the existing house.)
6. **Department Heads – Personnel Policy**
Review the proposed, revised Personnel Policy and Procedures Manual with the Select Board.
7. **Roger Rice, Transfer Station Manager – Open Top Roll-Off Container**
Request release of funds in the amount of \$5195.00 from the Transfer Station Equipment CRF to purchase this piece of equipment.
8. **Julie Glover, Town Administrator Report**
 - November 4th Election Coverage
 - Historical Documents Storage at PSC
 - NHMA Conference November 12-13
 - ORCSD Middle School Committee
 - Miscellaneous
9. **Consent Agenda Items** - (Individual items may be removed by any Selectman for separate discussion and vote)

SIGNATURES REQUIRED

Town Administrator Agreement

INFORMATION ONLY

Hutton Building Permit

10. Acceptance of the BOS Public and Non-Public Meeting Minutes from October 13, 2014.
11. Acceptance of Manifest #8 and Weeks Payroll Ending October 26, 2014
12. Miscellaneous/Unfinished Business
13. Adjournment

Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on October 24, 2014

Individuals needing assistance or auxiliary communication equipment due to sensory impairment or other disabilities should contact the Town Office at 659-5414. Please notify the town six days prior to any meeting so we are able to meet your needs.



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

Office Use Only	
Meeting Date:	<u>10/27/14</u>
Agenda Item No.	<u>4</u>

BOARD OF SELECTMEN
October 13th, 2014 MEETING AGENDA REQUEST
(Meeting Date Requested)

Agenda Item Title: LPLCC Building Committee / Proposal for Architecture Services

Requested By: LPLCC Building Committee Date: 10/8/2014

Contact Information: kbpellecchia@comcast.net

Presented By: Katrinka Pellecchia

Description: When the Select Board renewed the charge to the LPLCC Building Committee, a crucial part of that charge included reducing the cost of the library community center considerably. Over the summer, the committee has grappled with ways to reduce costs and square footage, but it is time to bring in professional help. Architect Dennis Mires has submitted a proposal for architecture services, which is attached, and we are asking that the Select Board approve this proposal so that the committee can move forward with the project in order to bring it to vote in March, 2015 and to meet the requirements of the charge.

Financial Details: Projected cost is \$13,000; funds to come from the LPLCC Capital Reserve Fund

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

Legal Opinion: _____

REQUESTED ACTION OR RECOMMENDATIONS:

The LPLCC Building Committee recommends that the firm Dennis Mires, PA The Architects be hired to continue the work they began in 2009.

DENNIS B. MIRES, AIA, PRESIDENT
JOHN J. UHIG, AIA, VICE PRESIDENT
STEPHEN T. PEACH, AIA, LEED AP

DENNIS MIRES, P.A.
THE ARCHITECTS

EXCELLENCE SINCE 1980

October 7, 2014

Katrinka Pellecchia, Chair
Lee Public Library & Community Center
7 George Bennett Rd.
Lee, NH 03861

Re: Architectural Services
Lee Public Library & Community Center
Lee, NH

Dear Katrinka:

Now that the Committee has been recharged to develop a proposal for a vote at 2015 Town Meeting we would be pleased to help. As we discussed, not only does the process involve cutting all of the nice to have features, but some significant cuts in square footage. As we try and maximize the program for an overall budget of \$1.7 - \$2 million it essentially means we are starting over. In addition to working with Milestone to maximize the value of your budget, we would anticipate providing the same products as before for this smaller building including presentation site plan, presentation floor plan, presentation elevations and a computer model that can be walked around and through. We would plan to attend the meetings necessary to confirm the consensus solution as well as those you may want us to attend to inform the Board or the public. You will be provided with electronic copies of our work product to use as you see fit.

Our fee for this service is \$13,000 to be billed monthly against progress. Printing and postage will be billed in addition to the fee at cost. Returning an executed copy of this letter will complete our agreement and authorize me to proceed. Should you require more of a contract we can amend the prior contract or we can generate a new one. In the meantime, should you have additional questions, please contact me.

Sincerely,



Dennis B. Mires, AIA, President

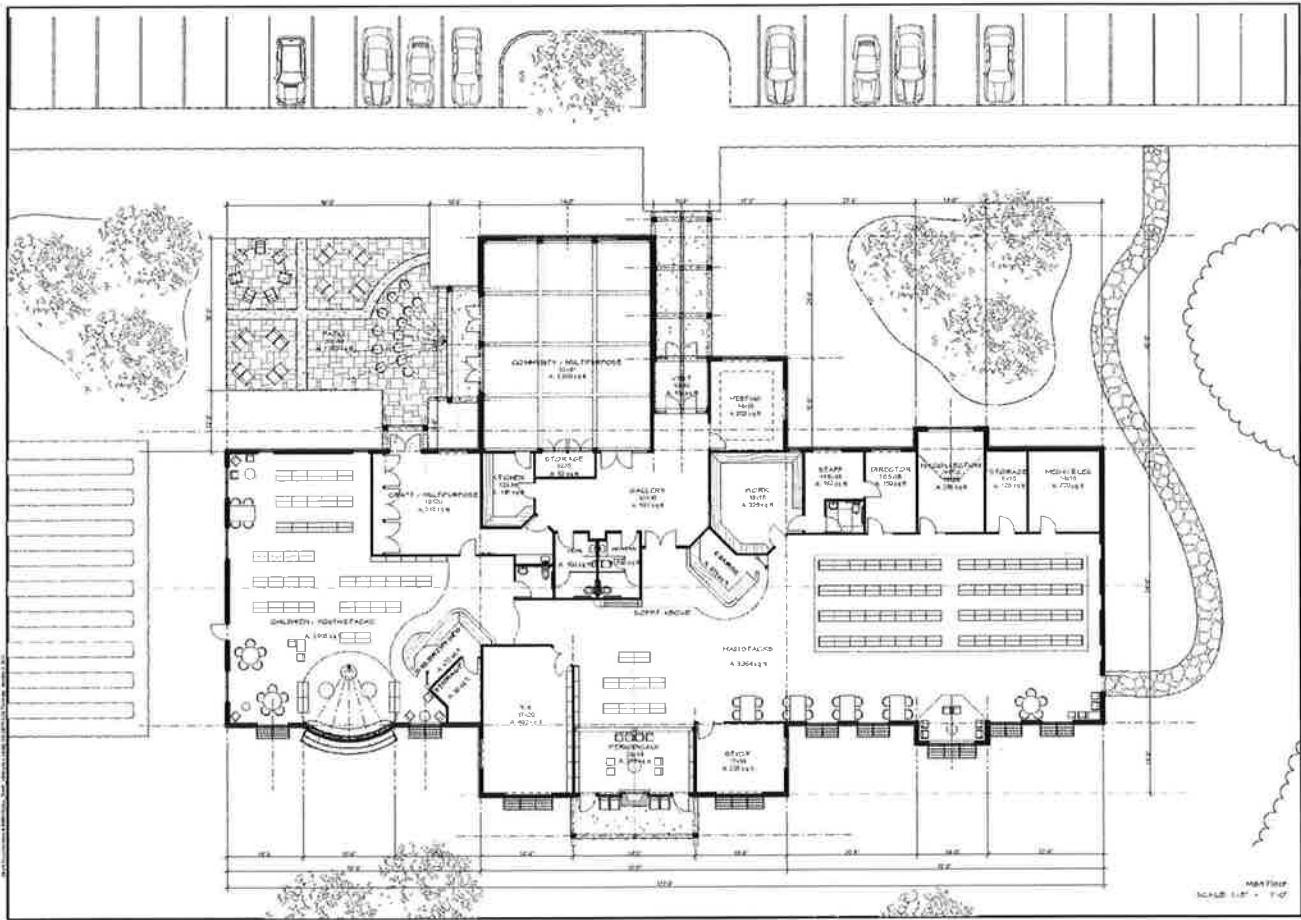
For Lee Public Library

Date

DBM/pf
(LeePublicLibrary\ArchSvcLtr_10-07-14)

107 Union Street • Union Square
Manchester, New Hampshire 03104
Tel: 603.625.4548 • Fax: 603.625.1067
email: info@thearchitects.net
www.thearchitects.net





LEE PUBLIC LIBRARY
 4000 FIVE ALDRIDGE

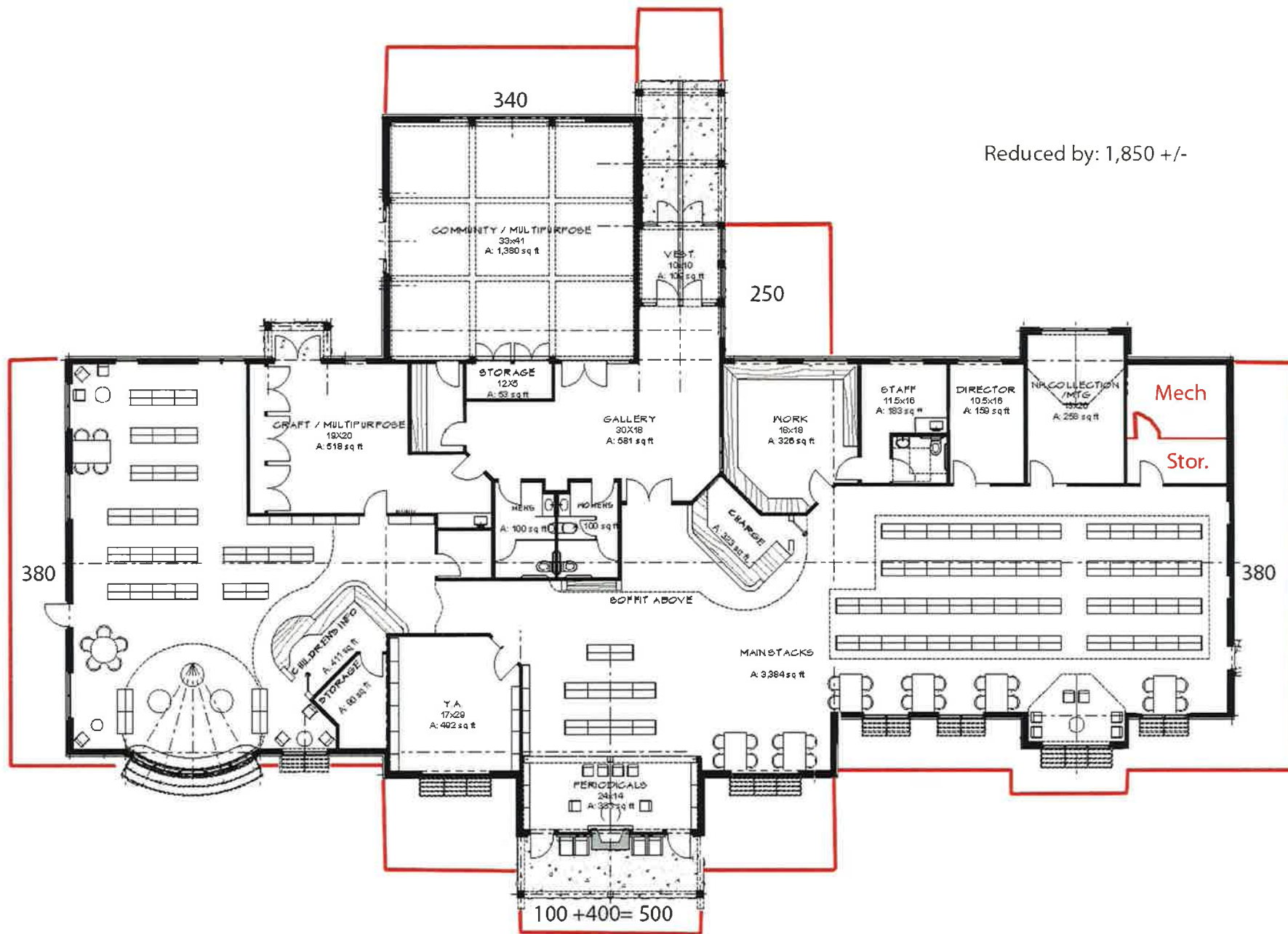
DENNIS J. HUBBARD, P.A.
 ARCHITECTURE

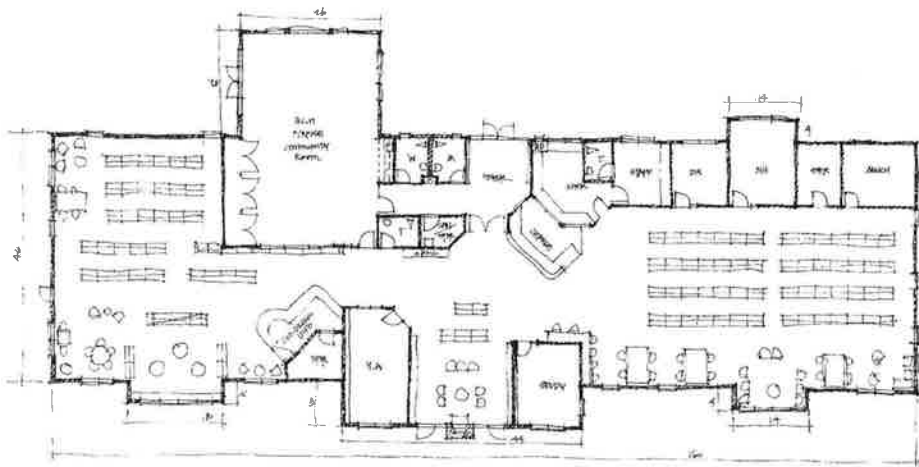
1. Main Floor

0 1.1

DATE: 08/11/11
 SCALE: 1/8" = 1'-0"

Reduced by: 1,850 +/-





↑ FLOOR PLAN
DATE: 11/10/10

DENNIS MILES, P.A.
ARCHITECTS
1000 N. 10TH ST.
SUITE 100
DENVER, CO 80202
TEL: 303.733.1111
WWW.DENNISMILES.COM

DATE:

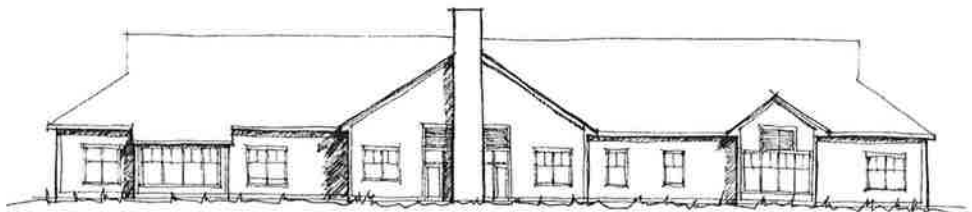
SCALE:

BY:

NO.:



FRONT
1/2" = 1'-0"



REAR
1/2" = 1'-0"

DENNIS MILES, P.A.
ARCHITECTS
1000 W. 10TH ST.
DENVER, CO 80202
TEL: 303.733.1111
WWW.DENNISMILES.COM



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

Office Use Only

Meeting Date: October 27, 2014

Agenda Item No. 5

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
10/27/2014

Agenda Item Title: Engineer Study by Jeffrey Merritt

Requested By: NHDOT **10/13/2014**

Contact Information: kbpellecchia@comcast.net

Presented By: Katrinka Pellecchia, Library Building Committee Chair

Description: Request \$2000 to cover the cost of having engineer Jeffrey Merritt complete an analysis of the existing, aka Bricker driveway, per the request of the NHDOT (justify the existence of the existing driveway by using AASHTO sight distance criteria, its proximity to stop signs, and the fact that achieving DOT all season sight distance at the existing driveway would require removing/moving the existing house.)

Financial Details: \$2,000

Legal Authority NH RSA 236:13; NHDOT Driveway Policy; RSA 41:11-a

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to expend \$2000 from the Lee Library/Community Center Capital reserve Fund to pay for an engineering study to be completed on the existing driveway aka Bricker driveway.

Julie Glover

From: James Hewitt <JHewitt@dot.state.nh.us>
Sent: Tuesday, October 14, 2014 9:17 AM
To: 'Julie Glover'
Cc: jmerritt@keachnordstrom.com
Subject: RE: Select Board Meeting to review Library Driveway

Julie:

To follow-up from last night, below are the next steps Lee needs to take for the Library NHDOT Driveway application:

- 1) In a letter from the selectman to NHDOT, describe what efforts have been made to date to have the Brickers / Monomees either close or modify their driveway on Lee Hook Road to make it comply with the NHDOT Driveway Policy.
- 2) In the same letter, describe the unique features of this driveway that you believe make it unreasonable to comply with the 400 ft sight distance requirement (i.e., AASHTO sight distance requirements for similar area and speeds, number and location of stop signs near driveway , inability to remove house / vegetation to achieve 400 sight line , etc)
- 3) Have Keach -Norstrom submit a driveway application and supporting plans at the Library Driveway along with letter above

Thank you

James A. Hewitt, P.E.
Civil Engineer IV
NHDOT District Six
271 Main Street, PO Box 740
Durham NH 03824
603.868.1133
jhewitt@dot.state.nh.us

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

From: Julie Glover [<mailto:townadministrator@leenh.org>]
Sent: Friday, October 10, 2014 9:51 AM
To: James Hewitt
Cc: jmerritt@keachnordstrom.com
Subject: RE: Select Board Meeting to review Library Driveway

Mr. Hewitt:

Thank you, we will include these in the agenda packet, which will be distributed today.

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

Denise Duval

From: Jeffrey Merritt <jmerritt@keachnordstrom.com>
Sent: Wednesday, October 15, 2014 2:42 PM
To: Julie Glover
Cc: Denise Duval; Katrinka Pellecchia
Subject: RE: Select Board Meeting to review Library Driveway

Julie,

I estimate that it would cost \$2000 and would consist of the following items:

- Limited survey of George Bennett Road
- AASHTO sight distance analysis of the Bricker driveway
- Preparation of sight distance plan and profile for submittal to NHDOT
- Preparation of letter discussing the subject driveway, available sight distance, and existing constraints.

I can prepare a formal estimate if you need. Also, I know the BOS doesn't meet until 10/27, so we would be fine with doing the work now with the understanding that you would get the approval from the BOS at the next meeting. We don't want that to hold you guys up.

Jeffrey Merritt, P.E.
Project Manager
Keach-Nordstrom Assoc., Inc.
10 Commerce Park North, Suite 3B
Bedford, NH 03110
(P) 603-627-2881
(F) 603-627-2915
e-mail: jmerritt@keachnordstrom.com

From: Julie Glover [<mailto:townadministrator@leenh.org>]
Sent: Wednesday, October 15, 2014 1:03 PM
To: 'Jeffrey Merritt'
Cc: 'Denise Duval'; 'Katrinka Pellecchia'
Subject: RE: Select Board Meeting to review Library Driveway

Jeff:

Can you please let me know ASAP what the cost will be to comply with DOT's request, thank you.

Julie E. Glover
Town Administrator
Town of Lee
7 Mast Road
Lee, NH 03861



January 21, 2014

New Hampshire Department of Transportation
District 6 Office
Attn: Jim Driver
P.O. Box 740
Durham, New Hampshire 03824

FILE COPY

RE: Application for Driveway Permit – Lee Town Library
NH Route 155
Lee, New Hampshire
KNA# 13-0912-2

Dear Mr. Driver,


Enclosed please find an executed application for a Driveway Permit for the future Lee Town Library. As previously discussed, the Town of Lee is in the initial stages of planning for a new 12,125-sf Town Library. The subject facility will be located on the west side of NH Route 155 on Town of Lee Tax Map 20N; Lot 2-0, and will require a new driveway accessing NH Route 155. We are requesting a conceptual approval of the proposed future driveway based on the enclosed material, acknowledging that formal civil design plans and profiles will be submitted at a later date for final review and approval. At this early stage in the planning process, the Town is interested in verifying the ability to access NH Route 155 in the location shown on the attached conceptual site plan.

Enclosed with this letter are the following items for the Departments consideration:

1. Executed Application for Driveway Permit;
2. Property deeds back to 1969;
3. 2005 subdivision plan illustrating the subject property;
4. Conceptual site plan prepared by the project Architect (lot highlighted); and
5. Site Distance Plan and Profile prepared by this office.

After you have had the chance to review the enclosed material, please do not hesitate to contact the writer should you have any questions or concerns.

Best regards,



Jeffrey Merritt, P.E.
Project Manager

Civil Engineering

Land Surveying

Landscape Architecture

10 Commerce Park North, Suite 3B

Bedford, NH 03110

Phone (603) 627-2881

Fax (603) 627-2915

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

District 1, 641 Main St, Lancaster, NH 03584
District 2, 8 Eastman Hill Road, Enfield, NH 03748
District 3, 2 Sawmill Rd, Gilford, NH 03249

District 4, 19 Base Hill Road, Swanzey, NH 03446
District 5, PO Box 16476, Hooksett, NH 03106
District 6, PO Box 740, Durham, NH 03824

APPLICATION FOR DRIVEWAY PERMIT

Pursuant to the provisions of Revised Statutes Annotated, Chapter 236, Section 13 (printed on reverse of application) and amendments thereto, and Declaratory Ruling 2000-01, permission is requested to: (circle one) Construct Alter (Indicate quantity of) 1 driveway entrance(s) to my property on the (circle one): North / South / East / West side of NH Route 155 or Street/Road: _____ In the Town of Lee at a location which will meet the requirements for safety specified in said statutes.

The driveway entrance(s) requested is (are) for access to: Future Lee Town Library

Describe nature and size of industry, business or subdivision: Proposed 12125 sf Town Library
40 Feet (circle one): North South / East / West of Utility Pole Number: PSNH 874/18
410 Feet or Miles (circle one): North / South / East / West of Road or Junction: Lee Hook Road

Town Tax Map # 20N and Lot # 2-0

As the landowner (or designated applicant) I agree to the following:

- To construct driveway entrance(s) only for the bonafide purpose of securing access to private property such that the highway right-of-way is used for no purpose other than travel.
 - To construct driveway entrance(s) at permitted location(s).
 - To construct driveway entrance(s) in accordance with statutes, rules, standard drawings, and permit specifications as issued by the New Hampshire Department of Transportation.
 - To defend, indemnify and hold harmless the New Hampshire Department of Transportation and its duly appointed agents and employees against any action for personal injury and/or property damage sustained by reason of the exercise of this permit.
 - To furnish and install drainage structures that are necessary to maintain existing highway drainage and adequately handle increased runoff resulting from the land development and obtain all easements thereto.
 - I am the owner or a duly authorized agent of the owner of the parcel upon which the driveway will be constructed. I have provided accurate and complete title and subdivision information concerning the parcel to the Department. I understand that the Department is relying on this information in considering this application and that the Department does not perform independent title research or make judgments about title or access disputes.
- For new driveway(s), include copy of current deed and, if not the same, previous deed dated prior to July 1, 1971 of the parcel. If this parcel is part of a larger tract subdivided after July 1, 1971, then provide complete subdivision plans and deed history dating back to at least July 1, 1971.
 - Attach sketch or plan showing existing and proposed driveway(s) and the adjacent highway indicating distance to town road, town line, or other readily identifiable feature or landmark and also to the nearest utility pole (including pole numbers)

Julie E. Glover per BOS
Signature of Landowner (Applicant) 1/7/14

7 Mast Road
Mailing Address

Julie E. Glover
Printed Name of Landowner

Lee, NH 03824
Town/City, State, Zip Code

Date: 1/7/2014

Telephone Number(s) 603-659-5414

Contact /Agent, if not Landowner: Jeffrey Merritt, P.E. (Keach-Nordstrom Associates, Inc)

FOR OFFICE USE ONLY:

GPS N = _____ GPS W = _____

Section: _____ Width: _____ Speed: _____

Right of Way: _____ Drainage: _____ SLD: _____

Conditions: _____

Permit Number Assigned: _____

2006 OCT 24 AM 9:57
REGISTER OF DEEDS
STRAFFORD COUNTY

024552

BK3450PG0283

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that We, **Daniel W. Bricker and Michelle Bricker, f/k/a Michelle Momenee**, husband and wife, of 1 Lee Hill Road, Lee, County of Strafford and State of New Hampshire

for consideration paid, hereby grant to the **Town of Lee** with a principal mailing address of 7 Mast Road, Lee, County of Strafford, State of New Hampshire, 03824

with WARRANTY COVENANTS, the following described premises:

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.

Meaning and intending to convey a portion of the same premises conveyed to the
grantors herein by deed of Michelle Momenee dated April 26, 2005 and recorded in the
Strafford County Registry of Deeds at Book 3177, Page 481.

Signed this 23 day of October, 2006.



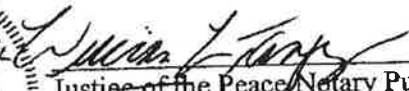
Daniel W. Bricker



Michelle Bricker

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this, the 23 day of October, 2006, before me, the undersigned Officer,
personally appeared Daniel W. Bricker and Michelle Bricker, known to me, or
satisfactorily proven, to be the persons whose names are subscribed to the foregoing
instrument, and acknowledged that they executed the same for the purposes set forth
therein.


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

BK3450PG0284

009587

2005 APR 26 PM 12: 52

STRAFFORD COUNTY
REGISTRY OF DEEDS

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That Michelle Momenee, a single person, of 1 Lee Hill Road, Lee, County of Strafford, and State of New Hampshire for consideration paid, grants to Daniel W. Bricker, a single person, and Michelle Momenee, a single person, of 1 Lee Hill Road, Lee, County of Strafford, and State of New Hampshire, as joint tenants with rights of survivorship, with QUITCLAIM COVENANTS, the following described property:

TRACT I:

A certain tract of land with the buildings thereon, situate on the corner of Little River Road (road from Lee Hill to Northwood), Lee Hook and Wadleigh Falls Road in Lee, Strafford County and State of New Hampshire, bounded and described as follows:

Beginning at a point in the Southeasterly sideline of Little River Road, said point also being at the junction of the Northwesterly corner of the herein described premises with the Northeasterly corner of land formerly of Tuttle and now of Leonard Wenant; thence Northeasterly by the Southeasterly sideline of Little River Road to the Southwesterly sideline of Lee Hook Road; thence Easterly and Southerly by the Southwesterly sideline of Lee Hook Road to the Northwesterly sideline of Wadleigh Falls Road; thence Southwesterly by the Northwesterly sideline of Wadleigh Falls Road to the Northeasterly corner of land formerly of the Town of Lee and now of Ralph H. and Doris H. Granger; thence Northwesterly by land of said Granger a distance of two hundred ninety-seven (297) feet, more or less, to a stone bound; thence N 07° 13' W by land of said Granger a distance of three hundred ninety-three and six-tenths (393.06) feet to a stone bound at the Southwesterly corner of land formerly of Wenant and now of Robert K. and Rita M. Wolfe; thence Northeasterly by land of said Wolfe a distance of one hundred thirty-four (134) feet, more or less, to a stone bound; thence Northerly by land of said Wolfe a distance of one hundred thirty-four (134) feet, more or less, to a stone post at the Southwesterly corner of land of Wenant; thence Northeasterly by land of said Wenant a distance of three hundred sixty-six (366) feet, more or less, to a stone bound; thence Northerly by land of said Wenant a distance of one hundred twenty-two (122) feet, more or less, to the point of beginning.

Tract II:

A certain parcel of land with any buildings thereon situate on the Southeasterly

BK3177 PG0481

side of Mast Road in Lee, Strafford County, State of New Hampshire, bounded and described as follows:

Beginning at a point in the Southeasterly sideline of Mast Road, said point also being at the junction of the Northeasterly corner of the herein described premises with the Northwesterly corner of land of Durost; thence S 08° 45' E by land of said Durost a distance of one hundred twenty-two and no-tenths (122.0) feet to a corner; thence S 73° 15' W by land of said Durost a distance of twenty-two and no-tenths (22.0) feet to the Southeasterly corner of land of John A., Jr. and Karen G. Curtis; thence N 08° 45' W by land of said Curtis a distance of one hundred twenty-two and no-tenths (122.0) feet to the Southeasterly sideline of Mast Road; thence N 73° 15' E by the Southeasterly sideline of Mast Road a distance of twenty-two and no-tenths (22.0) feet to the point of beginning.

Meaning and intending to convey the same premises conveyed to Michelle Momenee by Quitclaim Deed of James J. Duprie dated February 17, 2005 to be recorded herewith.

This is a noncontractual transfer therefore tax stamps are not required.

Signed this 26 day of April, 2005.

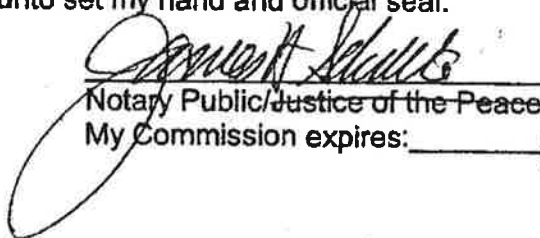

Witness

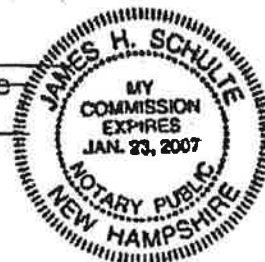

Michelle Momenee

STATE OF NEW HAMPSHIRE
STRAFFORD, SS.

On this, the 26th day of April, 2005, before me, personally appeared Michelle Momenee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.


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



BK3177 pg0482

2005 APR 26 PM 12:52

STRAFFORD COUNTY
REGISTRY OF DEEDS

009586

BK3177 PG0479

BURNS, BRYANT,
COX, ROCKEFELLER
& DURKIN, P.A.
ATTORNEYS AT LAW
255 WASHINGTON ST.
P.O. BOX 608
DOVER, NEW HAMPSHIRE
03821-0808
603-742-2332

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That I, James J. Duprie, a divorced person, of 151 Wednesday Hill Road, Lee, County of Strafford, and State of New Hampshire.

for consideration paid, grant to Michelle Momenee (f/k/a Michelle D. Baver and Michelle Momenee-Duprie), a divorced person, of 1 Lee Hill Road, Lee, County of Strafford, and State of New Hampshire.

with QUITCLAIM COVENANTS:

Tract I:

A certain tract of land with buildings thereon, situate on the corner of Little River Road (road from Lee Hill to Northwood), Lee Hook and Wadleigh Falls Road in Lee, Strafford County and State of New Hampshire, bounded and described as follows:

Beginning at a point in the Southeasterly sideline of Little River Road, said point also being at the junction of the Northwesterly corner of the herein described premises with the Northeasterly corner of land formerly of Tuttle and now of Leonard Wenant; thence Northeasterly by the Southeasterly sideline of Little River Road to the Southwesterly sideline of Lee Hook Road; thence Easterly and Southerly by the Southwesterly sideline of Lee Hook Road to the Northwesterly sideline of Wadleigh Falls Road; thence Southwesterly by the Northwesterly sideline of Wadleigh Falls Road to the Northeasterly corner of land formerly of the Town of Lee and now of Ralph H. and Doris H. Granger; thence Northwesterly by land of said Granger a distance of two hundred ninety-seven (297) feet, more or less, to a stone bound; thence N 07° 13' W by land of said Granger a distance of three hundred ninety-three and six-tenths (393.06) feet to a stone bound at the Southwesterly corner of land formerly of Wenant and now of Robert K. and Rita M. Wolfe; thence Northeasterly by land of said Wolfe a distance of one hundred thirty-four (134) feet, more or less, to a stone bound; thence Northerly by land of said Wolfe a distance of one hundred thirty-four (134) feet, more or less, to a stone post at the

Southwesterly corner of land of Wenant; thence Northeasterly by land of said Wenant a distance of three hundred sixty-six (366) feet, more or less, to a stone bound; thence Northerly by land of said Wenant a distance of one hundred twenty-two (122) feet, more or less, to the point of beginning.

Tract II:

A certain parcel of land with any buildings thereon situate on the Southeasterly side of Mast Road in Lee, Strafford County, State of New Hampshire, bounded and described as follows:

Beginning at a point in the Southeasterly sideline of Mast Road, said point also being at the junction of the Northeasterly corner of the herein described premises with the Northwesterly corner of land of Durost; thence S 08° 45' E by land of said Durost a distance of one hundred twenty-two and no-tenths (122.0) feet to a corner; thence S 73° 15' W by land of said Durost a distance of twenty-two and no-tenths (22.0) feet to the Southeasterly corner of land of John A. Jr. and Karen G. Curtis; thence N 08° 45' W by land of said Curtis a distance of one hundred twenty-two and no-tenths (122.0) feet to the Southeasterly sideline of Mast Road; thence N 73° 15' E by the Southeasterly sideline of Mast Road a distance of twenty-two and no-tenths (22.0) feet to the point of beginning.

Meaning and intending to convey the same premises conveyed to James J. Duprie and Michelle D. Baver, by deed of Virginia B. Durost dated July 18, 1997, and recorded at Book 1939, Page 632, Strafford County Registry of Deeds.

This conveyance is pursuant to a Divorce Decree in the Matter of Michelle Momenee-DuPrie and James Momenee-DuPrie, Docket #01-M-958, Strafford County Superior Court, dated January 15, 2004 and therefore is exempt from tax stamps.

Signed this 17 day of February 2005.


James Duprie

STATE OF NEW HAMPSHIRE
COUNTY OF Strafford

Feb. 17, 2005

Personally appeared James Duprie, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.


Notary Public
My commission expires: 8/14/07

7 PG0480

BURNS, BRYANT,
ROCKEFELLER
DURKIN, P.A.
ATTORNEYS AT LAW
255 WASHINGTON ST.
P.O. BOX 608
DOVER, NEW HAMPSHIRE
03821-0608
603-742-2332

97 JUL 18 PM 3:05
REGISTER OF DEEDS
STRAFFORD COUNTY

009270

1939PG0632

LAW OFFICE
OF
THOMAS H. SCHULTE
680 CENTRAL AVENUE
SUITE 103
DOVER, NEW HAMPSHIRE
03820

TEL 603-743-6300
FAX 603-743-6400

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That Virginia B. Durost, a single person, of One Lee Hill Road, Lee, Strafford County, State of New Hampshire for consideration paid, grant to James J. DuPrie, a single person, and Michelle D. Baver, a single person, as joint tenants with rights of survivorship, both of 93 Spinnaker Way, Portsmouth, Rockingham County, State of New Hampshire with **WARRANTY COVENANTS** the following:

TRACT I:

A certain tract of land with the buildings thereon, situate on the corner of Little River Road (road from Lee Hill to Northwood), Lee Hook and Wadleigh Falls Road in Lee, Strafford County and State of New Hampshire, bounded and described as follows:

Beginning at a point in the Southeasterly sideline of Little River Road, said point also being at the junction of the Northwesterly corner of the herein described premises with the Northeasterly corner of land formerly of Tuttle and now of Leonard Wenant; thence Northeasterly by the Southeasterly sideline of Little River Road to the Southwesterly sideline of Lee Hook Road; thence Easterly and Southerly by the Southwesterly sideline of Lee Hook Road to the Northwesterly sideline of Wadleigh Falls Road; thence Southwesterly by the Northwesterly sideline of Wadleigh Falls Road to the Northeasterly corner of land formerly of the Town of Lee and now of Ralph H. and Doris H. Granger; thence Northwesterly by land of said Granger a distance of two hundred ninety-seven (297) feet, more or less, to a stone bound; thence N 07° 13' W by land of said Granger a distance of three hundred ninety-three and six-tenths (393.06) feet to a stone bound at the Southwesterly corner of land formerly of Wenant and now of Robert K. and Rita M. Wolfe; thence Northeasterly by land of said Wolfe a distance of one hundred thirty-four (134) feet, more or less, to a stone bound; thence Northerly by land of said Wolfe a distance of one hundred thirty-four (134) feet, more or less, to a stone post at the Southwesterly corner of land of Wenant; thence Northeasterly by land of said Wenant a distance of three hundred sixty-six (366) feet, more or less, to a stone bound; thence Northerly by land of said Wenant a distance of one hundred twenty-two (122) feet, more or less, to the point of beginning.

Meaning and intending to convey the same premises conveyed to Virginia B. Durost and Walter N. Durost as joint tenants by Warranty Deed of Dale Underwood and Harriette Underwood dated June 23, 1964 and recorded at the Strafford County Registry of Deeds at Book 781, Page 480. The said Walter N. Durost deceased October 31, 1984. See Strafford County Probate No. A 21222.

Tract II:

A certain parcel of land with any buildings thereon situate on the Southeasterly side of Mast Road in Lee, Strafford County, State of New Hampshire, bounded and described as follows:

Beginning at a point in the Southeasterly sideline of Mast Road, said point also being at the junction of the Northeasterly corner of the herein described premises with the Northwesterly corner of land of Durost; thence S 08° 45' E by land of said Durost a distance of one hundred twenty-two and no-tenths (122.0) feet to a corner; thence S 73° 15' W by land of said Durost a distance of twenty-two and no-tenths (22.0) feet to the Southeasterly corner of land of John A., Jr. and Karen G. Curtis; thence N 08° 45' W by land of said Curtis a distance of one hundred twenty-two and no-tenths (122.0) feet to the Southeasterly sideline of Mast Road; thence N 73° 15' E by the Southeasterly sideline of Mast Road a distance of twenty-two and no-tenths (22.0) feet to the point of beginning.

Meaning and intending to convey the same premises conveyed to Walter N. Durost by Warranty Deed of Leonard O. Wenant and Louise F. Wenant dated August 26, 1968 and recorded at the Strafford County Registry of Deeds at Book 855, Page 289. See also Strafford County Probate No. A 21222 of Walter Durost.

Signed this 18th day of July, 1997.

Virginia B. Durost
Virginia B. Durost

STATE OF NEW HAMPSHIRE
STRAFFORD, SS.

Dated: July 18, 1997

Personally appeared Virginia B. Durost, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

Tammy A. Melnick
Justice of the Peace/Notary Public
My commission expires: 08/25/98

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION REAL ESTATE TRANSFER TAX

XXX1 THOUSAND XX9 HUNDRED AND X95 DOLLARS

7-18-97 26941 \$ 1995.00

VOID IF ALTERED

TAMMY A. MELNICK, Notary Public
My Commission Expires August 25, 1998

BK 1939 PG 0633

LAW OFFICE
OF
JAMES H. SCHULTE
680 CENTRAL AVENUE
SUITE 103
DOVER, NEW HAMPSHIRE
03820
TEL 603-743-6300
FAX 603-743-6400

1969 MAR 26 AM 11:06

DEED OF WARRANTY

LEONARD O. WENANT and LOUISE F. WENANT, husband and wife,

855
289

Lee
Strafford County, State of
New Hampshire, for consideration paid, grant to Walter N. Durost of said Lee, County of
Strafford and State of New Hampshire

with WARRANTY covenants,

(Description and incumbrances, if any)

A certain parcel of land situate on the Southeasterly side of Mast Road in Lee, Strafford County and State of New Hampshire, and bounded and described as follows:

Beginning at a point in the Southeasterly sideline of Mast Road, said point also being at the junction of the Northeasterly corner of the herein described premises with the Northwesterly corner of land of Durost; thence S 08° 45' E by land of said Durost a distance of one hundred twenty-two and no-tenths (122.0) feet to a corner; thence S 73° 15' W by land of said Durost a distance of twenty-two and no-tenths (22.0) feet to the Southeasterly corner of land of John A., Jr. and Karen G. Curtis; thence N 08° 45' W by land of said Curtis a distance of one hundred twenty-two and no-tenths (122.0) feet to the Southeasterly sideline of Mast Road; thence N 73° 15' E by the Southeasterly sideline of Mast Road a distance of twenty-two and no-tenths (22.0) feet to the point of beginning.

Meaning and intending to convey a portion of the premises acquired by Leonard O. and Louise F. Wenant by deed dated December 30, 1966 and recorded in Strafford County Records, Book 823, Page 288.



And we, LOUISE F. WENANT and LEONARD O. WENANT, wife & husband, ~~do hereby~~ release to said Grantee all rights of dower, curtesy and homestead and other interest therein.

WITNESS our hands and seals this 26th day of August, 1968.

Witness:

A. Eleanor Keenan to wit

Leonard Wenant
Louise F. Wenant

STATE OF NEW HAMPSHIRE
STRAFFORD, ss.

LEONARD O. WENANT and LOUISE F. WENANT

June Aug 26, 19 68 Personally appeared and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me,

A. Eleanor Keenan
Justice of the Peace
Notary Public

EXAMINED BY: *Marjorie C. Holmes*

REGISTER

781
480

WARRANTY DEED

DALE UNDERWOOD and HARRIETTE UNDERWOOD, husband and wife, of Lee, Strafford County and State of New Hampshire, for consideration paid, grant to WALTER N. DUROST and VIRGINIA B. DUROST, husband and wife, of Dunbarton, Merrimack County and State of New Hampshire, as joint-tenants with rights of survivorship, with WARRANTY covenants,

A certain tract of land with the buildings thereon, situate on the corner of Little River Road (road from Lee Hill to Northwood), Lee Hook and Wadleigh Falls Road in Lee, Strafford County and State of New Hampshire, and bounded and described as follows:

Beginning at a point in the Southeasterly sideline of Little River Road, said point also being at the junction of the Northwesterly corner of the here-in described premises with the Northeasterly corner of land formerly of Tuttle and now of Leonard Wenant; thence Northeasterly by the Southeasterly sideline of Little River Road to the Southwesterly sideline of Lee Hook Road; thence Easterly and Southerly by the Southwesterly sideline of Lee Hook Road to the Northwesterly sideline of Wadleigh Falls Road; thence Southwesterly by the Northwesterly sideline of Wadleigh Falls Road to the Northeasterly corner of land formerly of the Town of Lee and now of Ralph H. and Doris R. Granger; thence Northwesterly by land of said Granger a distance of two hundred ninety-seven (297) feet, more or less, to a stone bound; thence N 07° 13' W by land of said Granger a distance of three hundred ninety-three and six-tenths (393.6) feet to a stone bound at the Southwesterly corner of land formerly of Wenant and now of Robert K. and Rita M. Wolfe; thence Northeasterly by land of said Wolfe a distance of one hundred thirty-four (134) feet, more or less, to a stone bound; thence Northerly by land of said Wolfe a distance of one hundred thirty-four (134) feet, more or less, to a stone post at the Southwesterly corner of land of said Wenant; thence Northeasterly by land of said Wenant a distance of three hundred sixty-six (366) feet, more or less, to a stone bound; thence Northerly by land of said Wenant a distance of one hundred twenty-two (122) feet, more or less, to the point of beginning.

Meaning and intending to convey a portion of the premises acquired by Dale and Harriette Underwood from Joseph D. and Blanch W. Hallinan by deed dated August 5, 1958 and recorded in Strafford County Records, Book 691, Page 324.

And we, HARRIETTE UNDERWOOD and DALE UNDERWOOD, husband and wife, release to said grantees our respective rights of dower, curtesy and homestead and other interest therein.

WITNESS our hands and seals this 23rd day of June, 1964.

Witness:

John M. Saksrud
Notary Public

Dale Underwood
Harriette Underwood

THE STATE OF NEW HAMPSHIRE

STRAFFORD, SS.

June 23rd, 1964

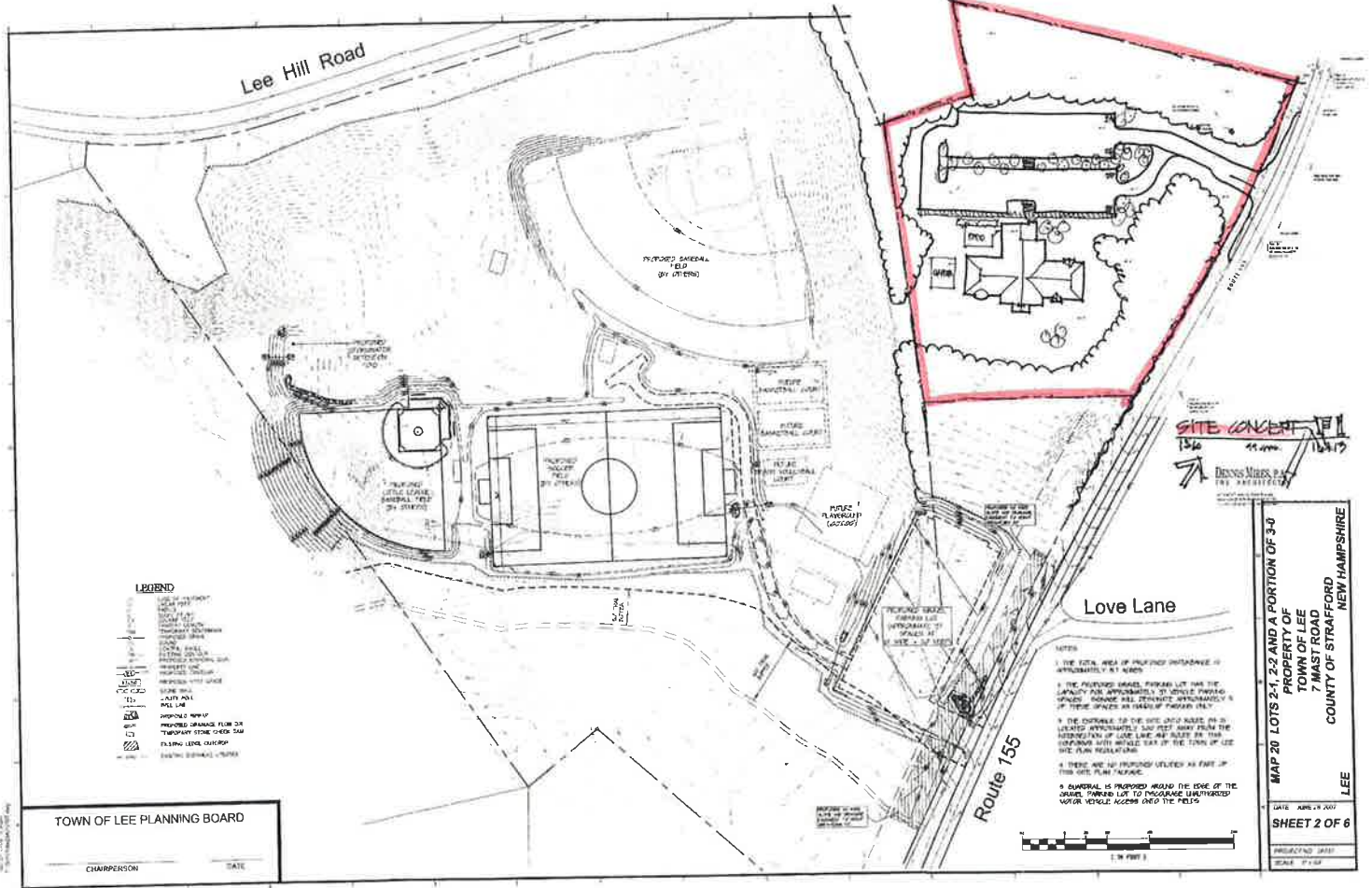
Personally appeared the above-named DALE UNDERWOOD and HARRIETTE UNDERWOOD and acknowledged the foregoing instrument to be their voluntary act and deed. Before me,

John M. Saksrud
Justice of the Peace - Notary Public



RECEIVED 8:30 A.M. JULY 24, 1964

EXAMINED BY Marjorie E. Holmes REGISTER



LEGEND

- PROPOSED DRIVEWAY
- PROPOSED DRIVEWAY WITH SIDE DRIVE
- PARKING SPACE
- EXISTING PARKING SPACE
- EXISTING DRIVEWAY
- UTILITY LINE
- BOUNDARY LINE
- EASEMENT
- WETLAND
- PROPOSED BUILDING
- EXISTING BUILDING
- PROPOSED WALL
- EXISTING WALL
- PROPOSED FENCE
- EXISTING FENCE
- PROPOSED LANDSCAPE
- EXISTING LANDSCAPE
- PROPOSED PARKING LOT
- EXISTING PARKING LOT
- PROPOSED ROAD
- EXISTING ROAD
- PROPOSED SIDEWALK
- EXISTING SIDEWALK
- PROPOSED UTILITY LINE
- EXISTING UTILITY LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED BOUNDARY LINE
- EXISTING BOUNDARY LINE



NOTES

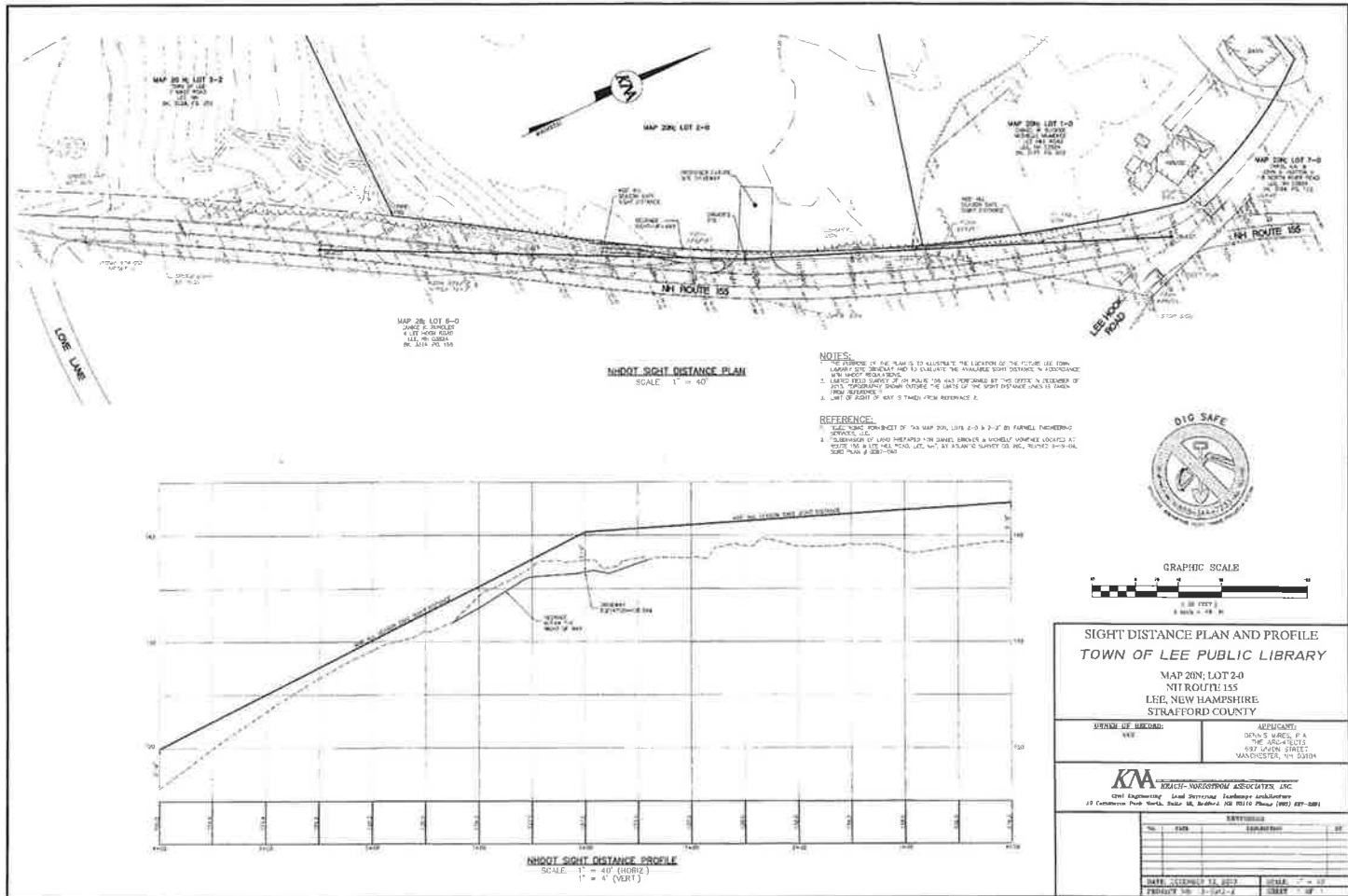
1. THE TOTAL AREA OF PROPOSED IMPROVEMENT IS APPROXIMATELY 81 ACRES.
2. THE PROPOSED SMALL PARKING LOT HAS THE CAPACITY FOR APPROXIMATELY 20 VEHICLE PARKING SPACES. PARKING WILL BE LOCATED APPROXIMATELY 50 FT. FROM THE ADJACENT 10' STRIP OF OPEN SPACE.
3. THE DRIVEWAY TO THE SITE SHOWN HEREIN IS LOCATED APPROXIMATELY 50 FT. FROM THE ADJACENT 10' STRIP OF OPEN SPACE ON THE ADJACENT 10' STRIP OF OPEN SPACE.
4. THESE AND ALL PROPOSED UTILITIES ARE PART OF THIS SITE PLAN AND ARE NOT TO BE CONSIDERED AS PART OF ANY OTHER SITE PLAN.
5. AN EASEMENT IS PROPOSED AROUND THE EDGE OF THE DRIVEWAY PARKING LOT TO PROVIDE UNHINDERED VEHICLE ACCESS ONTO THE PLOTS.

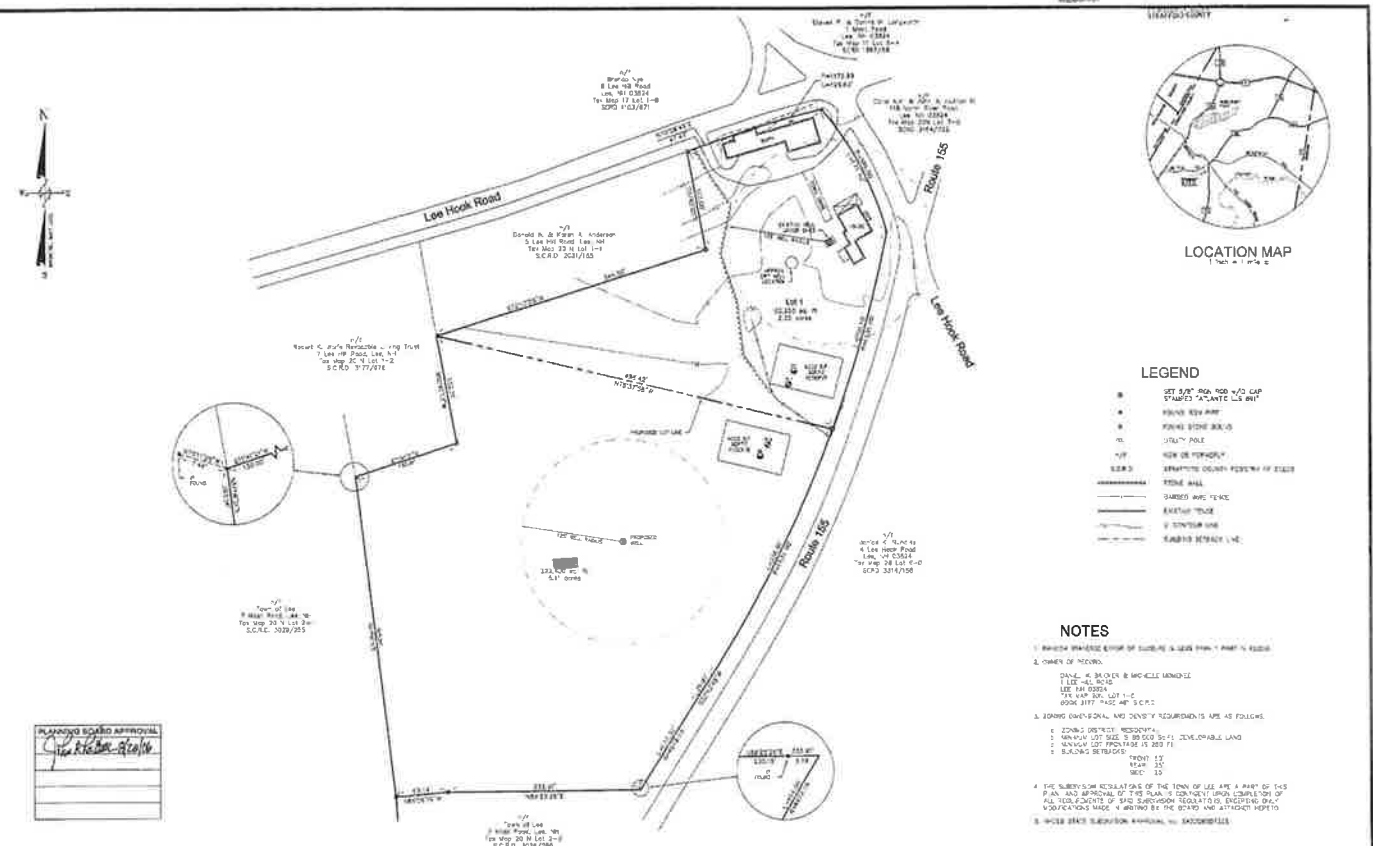
DATE: APRIL 24, 2011
SHEET 2 OF 6
PROJECTED DATE:
SCALE: 1" = 50 FT

MAP 20 LOTS 2-1, 2-2 AND A PORTION OF 3-0
PROPERTY OF
TOWN OF LEE
7 WEST ROAD
COUNTY OF STRAFFORD
NEW HAMPSHIRE
LEE

TOWN OF LEE PLANNING BOARD

CHAIRPERSON _____ DATE _____





LOCATION MAP

LEGEND

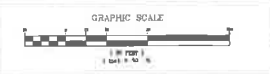
- SET 5/8" DIA. 100' 1/2" LAP
- FOUND BURN PIT
- FOUND BONE BOX
- CITY POLE
- W. OF PROPERTY
- E. OF PROPERTY
- ELECTRIC
- WATER
- GAS
- TELEPHONE
- SANITARY
- RAILROAD

NOTES

1. ALL DIMENSIONS GIVEN ON PLANS ARE UNLESS OTHERWISE SPECIFIED.
2. OWNER OF RECORD: DANIEL BRICKER & MICHELLE MOMENEE, 112 W. 100th, LEEO, N.H. 03824.
3. ALL DIMENSIONS AND DISTANCE REQUIREMENTS ARE AS FOLLOWS:
 - E.D.M.S. DISTRICT MEASUREMENTS
 - MINIMUM LOT SIZE: 9,000 S.F. DEVELOPABLE LAND
 - MINIMUM LOT FRONTAGE: 200 FT.
 - BLOCKS RECTANGULAR
 - FRONT: 15'
 - REAR: 30'
 - SIDE: 15'
4. THE SUBDIVISION REGULATIONS OF THE TOWN OF LEE ARE A PART OF THIS PLAN, AND APPROVAL OF THIS PLAN IS CONTINGENT UPON COMPLIANCE WITH ALL THE PROVISIONS OF SAID SUBDIVISION REGULATIONS, EXCEPTING SAID SPECIFICATIONS MADE VARIATIONS BY THE BOARD AND ATTACHED HERETO.
5. UNDER SEALS SUBDIVISION APPROVAL BY SUPERVISOR/CLERK.

PLANNING BOARD APPROVAL
 [Signature]

NO.	DATE	REVISION
1	11/15/04	APPROVAL
2	05/15/05	REVISED

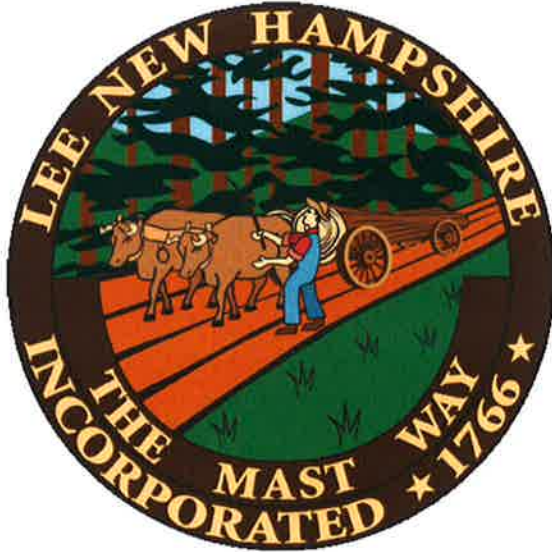


ATLANTIC SURVEY CO., INC.
 143 9th Street, Durham, New Hampshire 03824 603-559-8325

DATE: May, 2005
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO.: [Number]
 SHEET 1 OF 1

SUBDIVISION OF LAND
 PREPARED FOR:
Daniel Bricker & Michelle Momenee
 LOCATED AT:
 Route 155 & Lee Hill Road, Lee, N.H.

PLAN 12/10



PERSONNEL POLICY & PROCEDURES MANUAL

Town of Lee

*Adopted by the Select Board xxxx xx, xxxx
This document supersedes all personnel policies
previously established or adopted by the Town*

TOWN OF LEE
PERSONNEL POLICY & PROCEDURES MANUAL

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WELCOME TO THE TOWN OF LEE!

Starting a new job is exciting, but at times can be overwhelming. This Personnel Policy has been developed to help you get acquainted and answer many of your initial questions.

As an employee of Lee, the importance of your contribution cannot be overstated. Our goal is to provide residents with the finest and most efficient service possible. You are an important part of this process.

This Personnel Policy & Procedures Manual explains our personnel policies and benefits. It is not intended to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your questions to your Department Head or to the Town Administrator.

In an effort to be responsive to the needs of a changing organization, changes or additions to this manual will be made if necessary. We will keep you informed when these changes are made.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

CHAPTER 1

PURPOSE AND POLICIES

- 1-1. PURPOSE:** The purpose of this manual is to provide employees with the policies and procedures for assuring maintenance of an equitable personnel management system in the Town of Lee. The Town shall furnish each full time and part time employee with a copy of this Manual. Changes to the Personnel Policy are to be incorporated into this manual and distributed to all full time and part time personnel within thirty (30) days of adoption. The policies and procedures for personnel administration in the Town of Lee set forth herein have as their purpose to promote the efficiency and economy of Town government; to promote the morale and well-being of Town employees; to promote equal employment opportunity for all candidates for employment by the Town and for all its employees; and to promote the public health, public safety and general welfare of the Town.

This Manual also summarizes the current benefits maintained by the Town for eligible employees. If any questions arise regarding the implementation or interpretation of any benefit plan, the terms and conditions of the actual plan documents and summary plan descriptions will control rather than the summaries contained in this Manual. The Manual (and other plan documents) are not contractual in nature and do not guarantee any continuance of benefits.

The use of the terms "he", "his", or "him" in this manual is intended to be gender neutral and also includes the female gender.

- 1-2. NOT A CONTRACT OF EMPLOYMENT:** This manual generally describes the policies and practices that the Town follows and the benefits that currently are provided or made available to employees. These policies, practices and benefits represent the spirit with which issues and employee relations will be addressed and resolved by the Town, but they do not constitute and should not be understood to constitute an offer or a policy enforceable as a contractual obligation. This manual does not modify the at-will status of any Town employee, and shall not create any due process rights in excess of federal or state constitutional or statutory requirements. [Employment at-will means that employees are free to resign from their employment at any time, with or without cause or notice, and the employer has similar rights and can terminate the employment relationship at any time, with or without cause or notice.]

All terms and conditions of employment including, but not limited to, benefits, compensation, and workplace procedures are subject to change. The Town reserves the right to change, revise, or eliminate any of the policies, procedures, or benefits described in this Manual at any time, in its sole discretion and in accordance with state and federal law.

This policy is also designed to serve as a guide for Department Heads in performing their supervisory responsibilities. It is not a contract and is not intended to be a complete or exhaustive guide to all issues a Department Head may face.

- 1-3. POLICY:** The personnel policies of the Town are based on the following principles:

1. openly recruiting, selecting and advancing employees on the basis of their relative ability, knowledge and skills;
2. providing equitable and adequate compensation;
3. training employees as needed to assure high quality performance and to promote career development;
4. retaining employees on the basis of the adequacy of their performance, correcting inadequate performance and dismissing employees whose inadequate performance cannot be corrected;
5. assuring fair treatment of applicants and employees in all aspects of personnel administration without regard to religion or political affiliation, race, color, national origin, age, sex, genetic information, marital status, physical or mental handicap, sexual orientation, or any other non-merit factor, except where such factor is a bona fide occupational requirement, and with proper regard for their privacy and constitutional rights as citizens. Discrimination against any person on the basis of such non-merit factors will be prohibited; and
6. assuring that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the result of an election or a nomination for office.

- 1-4. APPLICABILITY OF THESE POLICIES:** These policies and procedures apply to full time and part time employees, temporary, seasonal, and on-call firefighters of the Town of Lee, except that part time employees, temporary, seasonal, and on-call firefighters are excluded from paid leave and other benefits described in this manual unless explicitly stated otherwise. Employees of the Lee Public Library are governed by policies established by the Library Board of Trustees. (NH RSA 202-A:6)

When a person is employed under contract, other written agreement, or policies or procedures approved by the Select Board, then those agreements shall prevail, except where those agreements are silent.

A violation of these policies may, at the determination of the Select Board and in accordance with this policy, result in disciplinary action. Where a conflict exists between a particular personnel policy and Town, State or Federal law, then the law shall prevail.

These policies are not all inclusive and discretion as to interpretation or the appropriate course of action concerning a particular personnel matter shall be that of the Town Administrator and the Select Board.

- 1-5. INDEMNIFICATION:** The Town shall provide all employees with full indemnification from legal action to the extent required by RSA 31:104; 31:105; 31:106; and 491:24 while in service to the Town of Lee and acting within the scope of the position to which they are legally appointed to serve.

CHAPTER 2

RESPONSIBILITY FOR ADMINISTRATION

2-1. RESPONSIBILITY FOR ADMINISTRATION: The Town Administrator will impartially and equitably administer these personnel policies and procedures. The Town Administrator is responsible for:

1. benefits administration;
2. processing personnel/payroll actions, including pay rate changes, insurance withholding, paid leave;
3. Assisting Department Heads with recruiting and hiring new employees and any disciplinary issues that may arise within their departments; reviewing personnel policies periodically and issuing recommendations to the Select Board for additions and revisions.

2-2. DEPARTMENT HEADS: The Department Heads are responsible for effectively supervising their employees; disciplining; training; reporting the efficiency and performance of their staff; recommending salary adjustments; and working with the Town Administrator with the hiring, promotion and termination of employees within their department. Department Heads shall recommend to the Town Administrator, as necessary, desirable changes in the personnel policies and procedures to improve administration of the personnel system. Unless otherwise specified, the provisions, rules, procedures, etc. outlined in this manual are intended to apply to Department Heads.

2-3. EMPLOYEES: Employees are expected to acquaint themselves thoroughly with the material in these personnel policies and any subsequent revisions.

CHAPTER 3

DEFINITIONS

Wherever used in these policies and procedures, the following terms and words shall be defined as indicated below:

- 3-1. **APPOINTING AUTHORITY:** Department Heads have authority to appoint persons for positions within their departments.
- 3-2. **APPOINTMENT:** The designation of a person as an employee of the Town.
- 3-3. **BENEFITS:** Any indirect compensation not mandated by law, such as items like vacation, sick leave, and insurances.
- 3-4. **COMPENSATION:** The salary, wages, fees, stipends, benefits, and all other forms of valuable consideration earned or paid to any employee by reason of service in their position, but not including reimbursements for expenses authorized and incurred as incidents to employment.
- 3-5. **DATE OF HIRE:** An employee's date of hire is the first day that the employee started working for the Town.
- 3-6. **DEMOTION:** The change of an employee from a position in one class to a position in a class having a salary range with a lower maximum rate of pay.
- 3-7. **DISABILITY LEAVE:** As distinguished from sick leave, shall mean leave given to an employee due to absence caused by a non-job related accident, injury, or other medical condition, including leave taken for the period of temporary physical disability resulting from pregnancy, childbirth, or related medical conditions.
- 3-8. **DISMISSAL:** Involuntary removal of an employee from employment.
- 3-9. **EMPLOYEE - FULL-TIME:** Employees who work 40 hours or more per week on a continuous basis, who are not classified as temporary or seasonal employees.
- 3-10. **EMPLOYEE - REGULAR PART-TIME:** Employees who work less than 40 hours per week, but who work regularly scheduled hours each week, who are not classified as temporary or seasonal employees.
- 3-11. **EMPLOYEE - TEMPORARY:** Employees who are assigned to either a full-time or part-time position for a specified period of time or assignment are classified as temporary employees. The period of appointment will be contingent on the duration of the assignment. The standard time for a temporary position is one year or less.
- 3-12. **EMPLOYEE - SEASONAL:** Employees who are assigned to either a full-time or part-time position and who perform duties that are interrupted by the seasons, and who may be recalled the following season.

- 3-13. EMPLOYEE ON-CALL FIREFIGHTER:** Employees who respond as needed on a volunteer basis but who receive an hourly rate while responding to fire alarms, emergency medical calls, hazardous material calls and other emergencies for the protection of life and property.
- 3-14. EXEMPT EMPLOYEE/NON-EXEMPT EMPLOYEE:** An exempt employee is one whose position is exempt under the Fair Labor Standards Act (FLSA). An employee may be exempt because of executive, professional or administrative duties (for example, management positions). An exempt employee is not eligible for overtime pay. Non-exempt employees are paid on an hourly basis and are eligible for overtime pay under the terms of the FLSA and this Policy.
- 3-15. GRIEVANCE:** A claim or allegation that a violation, misinterpretation, or misapplication of the provisions of this manual has occurred.
- 3-16. INCUMBENT:** An individual currently occupying a specific position.
- 3-17. JOB DESCRIPTION:** The written description of the duties, responsibilities and qualification requirements necessary and substantially related to an employee's ability to perform the essential functions of a position. Reasonable accommodations for physical or mental limitations made known to the Town by the employee should be made to ensure that the qualified disabled individual has an equal opportunity in applying for the job, to enable qualified disabled employees to perform the essential functions of a job, and to allow disabled employees to enjoy equal benefits and privileges of employment.
- 3-18. LAYOFF:** Involuntary separation of an employee resulting from a reduction in force due to lack of work, lack of funds or abolishment of the employee's position.
- 3-19. LEAVE:** A period of authorized absence, with or without pay, during which an employee does not work but is still considered to be in the employ of the Town.
- 3-20. MERIT INCREASE:** A pay increase granted to an individual employee as a result of standards of job performance as adopted by the Town. A merit increase shall not exceed the maximum rate established for that individual employee's position.
- 3-21. PERSONNEL ACTION:** All activities affecting any aspect of an employee's status. For example: appointments and changes in appointments, re-employment, transfer, promotion, and demotion, changes in hours, reclassification, resignation, suspension, dismissal, and placement in leave status.
- 3-22. PROMOTION:** The change of an employee from one position to a position in a position which provides a higher maximum rate of pay.
- 3-23. REGULAR RATE:** The actual hourly base rate an employee receives.
- 3-24. REGULARLY SCHEDULED HOURS:** The regularly scheduled hours are the hours adopted by the Town for each department or individual within a department. Department Heads may establish the hours for their departments, with approval from the Select Board.

- 3-25. RESIGNATION:** Separation of an employee from Town employment by his own voluntary act.
- 3-26. RETIREMENT:** Separation of an employee in accordance with the provisions of any retirement system under which an employee is eligible to receive benefits.
- 3-27. SUSPENSION:** An enforced leave of absence for disciplinary purposes or pending an investigation of charges made against an employee.
- 3-28. WORK AND WORK PREMISES:** Work and work premises are defined as the Town of Lee as a whole and includes all Town buildings, facilities, properties, and/or remote job sites.

CHAPTER 4

CLASSIFICATION SYSTEM

4-1. CLASSIFICATION SYSTEM: The Town of Lee maintains a written job description for each position in the Town service which describes the duties, authority, and responsibilities characteristic of positions employed within each department of the Town.

A. **JOB DESCRIPTION:** Each written job description includes a job title, a description of the representative duties and the general responsibility and authority of the work, a statement of qualification requirements for satisfactory performance of the work, and other pertinent information.

The statements of the job description are descriptive and not restrictive. They indicate the kinds of duties and level of responsibilities assigned to the position, but do not limit the power of a Department Head to direct, assign, and control the work of the employees under his supervision. The use of examples illustrating the duties should not be construed to exclude others not mentioned which are of similar kind or category.

All Town employees will be given a copy of their appropriate job description and will be furnished new ones if their positions are revised. Copies of job descriptions for all Town positions are maintained in the Selectmen's Office. The job descriptions may be reviewed by any Town employee.

B. **ANNUAL REVIEW OF JOB DESCRIPTION:** At the time of the annual employee evaluation discussion between the Department Head and employee, the employee's job description will be reviewed to note any significant changes which may have taken place in the employee's job. The Department Head will prepare a description of changes, additions, or deletions required in the job description as necessary and will forward these changes to the Town Administrator's Office for review.

C. **REVISION:** Positions will be re-evaluated when warranted by significant changes in the written job description such as new functions or responsibilities, new programs, or reorganization within a department.

1. Changes in the job description noted at the time of the yearly evaluation will be reviewed by the Town Administrator for changes significant enough to warrant a rewriting of the job description. If the Town Administrator determines that a revision is warranted, it will be referred to the Select Board for approval. The new job description will be forwarded to the employee and Department Head.

2. At other times during the year, new functions or responsibilities, new programs, or reorganization within a department may result in such major changes in a position that a change in salary may be warranted. Department Heads who note very significant changes in a position will submit a new proposed job description to the Town Administrator, specifying new and/or changed duties and recommending the appropriate salary. Recommendations

for the Select Board at other than the annual evaluation time will only be accepted by the Town Administrator if the employee's next annual evaluation will not be due within the next three months.

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CHAPTER 5

COMPENSATION SYSTEM

5-1. PAY FOR PERFORMANCE: Merit increases, promotions, and other salary actions are based upon performance and are not considered to be automatic or based on length of service alone. (See Chapter 10 for performance evaluation program).

5-2. PAY ADMINISTRATION:

- A. **STARTING RATES:** An employee appointed to a position should normally be compensated at a minimum rate of pay established for the position, subject to the approval of the Select Board; however, appointment at a salary above the minimum wage may be made upon written certification that such action is justified by exceptional qualifications of the applicant or by lack of qualified applicants available at the minimum rate.
- B. **CERTIFICATION PERIOD:** If certification is required for his position, an employee must obtain it within the first six months of employment.
 - 1. Certain positions, i.e. police officers and firefighters require longer than six months in which to complete certification.
 - 2. No pay increase will be granted until certification is received.
- C. **PAY INCREASE:** Merit increases shall be dependent upon specific written recommendation by the Department Head that the employee is performing at an exceptional level of competence. A pay increase may be granted at any time during the year after the Select Board review a detailed recommendation from the Department Head outlining an employee's exceptional performance, revision of the incumbent's job description, or the existence of unusual employment conditions that make such action necessary.
 - 1. General pay increases, such as COLA, are granted by the Select Board from time to time.
 - 2. All pay increases are conditioned on the availability of funds.
- D. **OVERTIME PAY:** Town employees not exempted from the provisions of the Fair Labor Standards Act shall receive overtime pay at the rate of one and one half times the regular rate of pay for work actually performed in excess of forty (40) hours per week. No paid time off (such as vacation, sick or holiday) shall be included for the purposes of calculating time worked.
 - 1. Full-time firefighters and police officers shall receive overtime pay at the rate of one and one half times their regular rate of pay for work actually performed in excess of the hours and timeframe specified by their respective departments, in accordance with the Fair Labor Standards Act.

2. Employees who are classified as exempt employees under FLSA are not included under these regulations for payment of overtime. This group is expected to devote the time necessary to properly perform their responsibilities without overtime compensation.
- E. **CALL-IN PAY:** Full-time, Non-exempt employees of the Police Department and Highway Department who are called in to work other than normal or scheduled hours shall be paid a minimum compensation of not less than (2) two hours at their regular hourly rate, however they shall receive overtime pay for work actually performed in excess of forty (40) hours per week at the rate of one and one-half time their regular rate of pay.
1. If the employee is required to be called back more than once in a single four hour period, the employee shall be paid for only one call-back period.
 2. This section does not apply to scheduled overtime, callback times annexed to the beginning of the work shift, or to hold over time annexed to the end of the work shift.
- F. **PAYROLL DEDUCTIONS:** The Town will automatically deduct federal withholding, income tax, social security tax, and wage garnishments as required by law (i.e., child support payments, court ordered payments, IRS garnishments). If authorized in writing by an employee, the Town will also make additional mandatory deductions, such as for health insurance or other purposes requested by the employee.
- Payroll deductions are also permitted by law for: required clothing not considered to be uniforms; voluntary rental fees for non- required clothing; voluntary cleaning of uniforms and non-required clothing; medical, surgical, hospital, and other group insurance benefits having no financial advantage for the employer; payments into savings funds held by someone other than the employer; housing and utilities; strictly voluntary contributions to charities; union dues; and health, welfare pension, and apprenticeship fund contributions. Please contact the Finance Officer with any questions about payroll deductions.
- G. **PAYCHECKS:** Employees are paid on a bi-weekly basis on Fridays for all hours worked during the preceding calendar weeks. Each employee should carefully review his paycheck for errors and report any to the Finance Officer immediately. Paychecks will be distributed only to you by your Department Head or designee, unless you provide the Town with written authorization for someone else to receive your paycheck or you have elected to have your funds deposited through electronic direct deposit to your designated bank or financial institution.

5-3. PERSONNEL ACTION REPORT: Department Heads shall report all personnel actions (hiring, promotion, salary adjustment, termination, etc.) to the Finance Officer prior to being implemented, or as soon as practicable thereafter, depending on the action, by completing a "Personnel Action Report," that shall be executed by the Department Head, signed by the employee and approved by the Select Board, if such action requires Board approval. See Appendix for a sample form.

CHAPTER 6

HOURS OF WORK AND OVERTIME

- 6-1. HOURS OF WORK:** The Town has adopted standard work hours of forty (40) hours per week for most full-time employees. The work week commences at 12:01 a.m. Monday and ends at 12:00 midnight Sunday unless determined otherwise by the Select Board. The work hours and work days of each department may vary, as well as the days and/or hours for any individual employee within his department. Department Heads shall inform an employee of his assigned work schedule. The Department Head shall have the right to change an employee's assigned hours to meet the Town's operational needs.
- 6-2. ATTENDANCE:** Employees are expected to be in regular attendance at work during the designated hours scheduled by the Department Head or in accordance with department regulations. **Employees shall conform to their regular work schedule, unless their Department Head has specifically authorized additional hours of work.** This means that employees should not arrive at work earlier than scheduled, work through any portion of their regularly scheduled meal break, or stay at work later than scheduled without the prior authorization of their Department Head.
- A. Employees must account for any absences during their regular workday by using the appropriate leave time, as approved by their Department Head. An employee who fails to report to work for three consecutive work days without proper notice shall be considered to have quit voluntarily.
- B. Employees who are absent or late for work must contact their Department Head as soon as reasonably possible. An employee who fails to call in on the day of an absence, or does not have a valid reason for calling in late, may be subject to discipline. If absent from work for more than one day, an employee is required to call in for each subsequent absence, unless he has submitted a doctor's note in advance.
- 6-3. MEAL PERIODS:** A meal period shall be reserved for each employee at times designated by the Department Head. Employees who work more than five (5) consecutive hours shall be given a thirty (30) minute unpaid meal break. Town employees engaged in law enforcement and fire protection activities will be provided meal breaks in accordance with the Fair Labor Standards Act. Any employee who works during the meal break is required to complete a "Request to Waive the Lunch or Eating Period" form, Appendix XX. *(NH RSA 275:30A)*
- 6-4. TIME SHEETS:** All non-exempt Town employees are required to complete a time sheet of the hours worked each week, as well as to record any time off.
- A. Pursuant to NH RSA 279:27 and RSA 275:49:
1. All entries that are altered on an employee's time sheet/card must be legible and are required to be initialed by the employee.

2. Each employee must record the actual time work began and ended, including any meal periods. It is not sufficient to simply indicate the total number of hours worked each day.

B. Hours worked on all time sheets/cards will be calculated by rounding the time to the nearest quarter hour using the 7/8 minute-split rule, i.e. when employees are 1 to 7 minutes late, they are paid for the entire quarter-hour; if they are 8 to 14 minutes late, payment begins at the nearest quarter-hour.

6-5. OVERTIME: Personnel shortages, peak workloads, and other emergency situations may make it necessary for an employee to work beyond his departmentally assigned work week. In emergency situations Department Heads are authorized to schedule or order overtime work when necessary and therefore employees should consider compliance mandatory. To the extent possible, overtime will be distributed as evenly as possible among the employees qualified to perform the particular job within the department. In all cases, administration of this section is to comply with the Fair Labor Standards Act (FLSA). For calculations on overtime pay, see Chapter 5 - Compensation System.

Consideration must be given to the maximum number of hours an employee can safely perform their work in any continuous shift. The Department Head has the authority and responsibility to relieve an employee from work when it is determined that the employee may endanger the normal operation of the department or the safety of other employees or general public.

CHAPTER 7

LEAVE

- 7-1. GENERAL POLICY:** Leave is an authorized absence during which an employee does not work but is still considered to be in the employ of the Town. Leave may be authorized with or without pay and shall be granted in accordance with the following guidelines on the basis of the work requirements of the departments and, whenever possible, the personal wishes of the employee.
- A. **ELIGIBLE EMPLOYEES:** Paid leave is available to full-time employees.
 - B. **EXEMPT EMPLOYEES:** Exempt employees are not required to record leave for absences of less than four hours; however, they are expected to work the hours necessary to perform their job, which may include working outside of normal working hours and/or working more than 40 hours per week.
 - C. An employee who has exhausted all his available sick and/or vacation leave but is still unable to return to work shall not accrue further leave.
- 7-2. PROCEDURE FOR REQUESTING LEAVE:** All leave, whether paid or unpaid, must be noted on the employee's timesheet. In the case of illness, injury, or emergencies, employees shall notify their Department Head at least one hour prior to the time set for departmentally assigned working hours or as soon as reasonably possible. An employee will not be paid for any absence from assigned working hours unless such absence is approved and the employee has available leave time.
- A. **Department Heads:**
 - 1. Are not required to submit timesheets.
 - 2. Submit a "Department Head Leave Notice Form" to the Town Secretary at the time leave is taken so that time used can be deducted from leave accruals. Advise the Board of the absence via email.
 - 3. Vacation requests in excess of five working days must be approved by the Select Board before the time is taken.
 - B. **Other Employees:**
 - 1. Requests for vacation of three (3) days or less must be submitted by the employee for approval prior to the requested leave to his Department Head and recorded on the weekly timesheet so that time used can be deducted from leave accruals. Requests for more than three (3) days requires at least a one week's notice.
 - 2. Sick Leave will be deducted from accruals based on the usage indicated on an employee's timesheet.
- 7-3. HOLIDAY LEAVE:** Employees shall be paid for an annual total of no more than 88 hours for the listed holidays. Holiday pay will be based on eight (8) hours at the employee's straight time hourly rate. Part-time employees who regularly work a minimum of twenty hours per week throughout the calendar year and whose regular work schedule

includes the actual day of the holiday are entitled to four (4) hours of holiday pay. Temporary employees and call firefighters are not entitled to paid holidays.

All holidays will be observed on the day designated by the Federal Government:

New Year's Day	Martin Luther King Day
Presidents' Day	Memorial Day
Independence Day	Labor Day
Veterans' Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day
	Day Before/ After Christmas (see A below)

- A. Holidays that fall on a Sunday will be observed on the following Monday, and Holidays that fall on a Saturday will be observed on the preceding Friday. If Christmas falls on a Tuesday or a Thursday, the Town will also close on the day between Christmas and the weekend.
- B. If a designated holiday falls within an employee's vacation period, the holiday is not considered a vacation day.
- C. Employees must work the work day preceding and following the holiday, according to their normal work schedule, except for excused absences as approved by the employee's Department Head, in order to be paid for the holiday.
- D. Some employees may be required to work on holidays. Non-exempt Employees who are required to work on a holiday will receive eight (8) hours of holiday pay at the straight time hourly rate for hours worked. In addition the employee will be paid at their regular rate of pay as outlined in this personnel policy to include overtime as described in Chapter 6 of this manual, if applicable. Holiday pay is not counted as time worked for the purposes of calculating overtime.

7-4. PERSONAL DAYS: Employees shall be entitled to take two personal days in each calendar year, on a day(s) approved by their Department Head. Personal Days shall expire at the end of the calendar year and will not accrue from year to year. Eligible Part-time employees shall be paid four hours at their regular hourly rate for each Personal Day.

New Employees hired in the months of July through December shall be entitled to only one Personal Day in that calendar year.

7-5. VACATION LEAVE: Each eligible employee shall be granted leave with pay for the purpose of taking a vacation. Vacation time is granted based upon years of service. The employee's date of hire will be used for the purpose of calculating the employee's years of service. Vacation time may not be taken in advance of being earned.

- A. Employees shall begin to accrue vacation on their date of hire.

- B. Employees shall not be eligible to take vacation until they have worked for the Town for a period of at least six months.
- C. Vacation Accrual Schedule: Each eligible employee shall accrue annual vacation leave according to the following schedule:

	Monthly Accrual	Annual Accrual
Upon completion of 12 months of employment	6.67 hrs.	80 hrs. (10 days)
Start of Year 2 thru completion of Year 5	8 hrs.	96 hrs. (12 days)
Start of Year 6 thru completion of Year 10	10 hrs.	120 hrs. (15 days)
Start of Year 11 and beyond	14 hrs.	168 hrs. (21 days)

An employee will not accrue any vacation time for those pay periods in which the employee is entitled to no wages, unless required under law. Generally, this will occur when the employee is on unpaid leave, such as FMLA leave.

- D. **VACATION PAY:** Vacation pay for a full week will be paid at the normal straight time scheduled hours; i.e., if someone normally is scheduled for 40 hours per week, their vacation pay will be for 40 hours for each full week requested.
- E. **USE OF VACATION LEAVE:** Vacation leave may be taken weekly, one or more days at a time, or in hours.
- F. **CARRYOVER:** Employees are only allowed to carry-over what they would accrue in a two (2) year period; therefore, the maximum that any employee may accrue is 336 hrs. or 42 days. Any excess as of the end of each month will be eliminated and shall not carry over.
- G. **VACATION SCHEDULING:** Each Department Head will determine the annual vacation schedule for all of his employees, taking into consideration the best interests of the Town, the particular needs of the department and the desire of the employee. A conflict in scheduling vacation leave among several employees will be resolved by the Department Head on the basis of particular assignments of employees and upcoming department workload.
- H. **VACATION LEAVE SETTLEMENT UPON SEPARATION FROM EMPLOYMENT:**
 - 1. Upon separation of employment for any reason, employees will be paid for accrued, unused vacation leave (not to exceed a maximum of thirty (30) days) provided the employee has been actively employed for at least six (6) months prior to the termination. Such pay will be calculated based on the employee's rate of pay at the time of separation.
 - 2. If it is determined upon termination of employment that an employee has taken a vacation which exceeded his accrued leave, the amount of the unearned vacation pay previously received will be deducted from his final

compensation

payment.

- I. **PAY IN LIEU OF VACATION:** At the discretion of the Select Board, employees with more than ten (10) years of service who receive at least fifteen (15) days of earned vacation per year may elect to work during one (1) week of vacation and receive regular earnings as well as vacation pay. There is no other provision for an employee to cash in vacation for pay in lieu of time off. Requests must be submitted in writing to the Select Board.

7-6. SICK LEAVE: The Town provides sick leave to full time employees. Sick leave must be used in no less than half hour increments (except for Exempt employees), and employees will be paid at the normal straight time rate for the number of hours the employee was scheduled to work. Sick pay may not exceed the employee's regular workday and/or workweek hours.

- A. **ACCRUAL:** Sick leave accrues at the rate of 8 hours per month, up to a maximum of 640 hours and commences from the date of hire. Sick leave accrues on the last working day of the month. Any excess as of the end of each month will be eliminated and shall not be carried over.

- B. Sick leave shall be allowed only in the case of necessity and actual illness or disability of the employee, because of illness in the employee's immediate family, or for medical or dental appointments.

1. Immediate family shall include the following family members: spouse, child, mother, father, brother, sister, or other person living in the same household.

- C. **REPORTING ABSENCE:** An employee is expected to contact his Department Head on a daily basis relative to the need for and status of their absences, unless otherwise directed not to call by the Department Head. Exceptions to this include a serious accidental injury, hospitalization, and occasional circumstances, when it is known in advance that the employee will be absent for a certain period of time. Reporting of the absence to any employee other than their Department Head will not be accepted as compliance with the daily reporting requirement. Employees who fail to report to work or call their Department Head for three (3) consecutive work days will be considered to have voluntarily resigned from their employment.

- D. **PHYSICIAN'S CERTIFICATE:** For an absence under this section, the Department Head or Select Board may require evidence in the form of a physician's certificate for absences lasting longer than five consecutive work days or when it is considered in the best interest of the Town. Such certification shall indicate the necessity for the absence and the expected duration.

- E. **SICK LEAVE ABUSE:** Use of sick leave for purposes other than those described above shall be considered absence without leave and will result in appropriate disciplinary action. Department Heads may inquire into the circumstances of

absences under this section when they consider it to be in the best interest of the Town.

F. ACCUMULATED SICK LEAVE SETTLEMENT UPON SEPARATION:

An employee will be paid upon termination for his accrued, unused sick days, not to exceed a maximum of forty (40) hours.

7-7. BEREAVEMENT LEAVE: In the event of death in the family of an employee, the employee shall be granted up to three (3) days of paid leave of absence to make immediate household arrangements and/or to attend funeral services.

- A. **FAMILY** shall mean the employee's spouse, significant other, parents, step-parents, father-in-law, mother-in-law, son/daughter-in-law, grandparents, grandchild, sister, brother, child, stepchild, niece, nephew, or any other person living in the employee's immediate household.
- B. One (1) day shall equal the number of hours the employee would be regularly scheduled to work for that day(s). An employee will receive his regular base salary for his scheduled work day(s) while on bereavement leave.
- C. In the event that an employee is on paid vacation leave at the time of death, the bereavement leave will not be deducted from accrued vacation.

7-8. JURY DUTY/WITNESS LEAVE: The Town considers jury service to be one of the most important civic duties you can perform. In recognition of this and NH RSA 500-A:14, an employee shall be excused from employment for the day or days required in serving as a juror or witness in any court of the United States or the employee's state of residence. Employees summoned for jury duty or subpoenaed as a witness will be paid the difference between their base rate of pay and the pay provided by the government for jury or witness service.. For temporary employees or call firefighters, jury or witness duty will be considered an excused unpaid absence.

- A. **JURY SUMMONS** should be given to the Department Head as soon as the employee receives the notice. In order to receive a Town of Lee paycheck for leave taken under this policy, the Finance Officer must receive copies of the checks received for jury duty or witness pay and the employee must indicate this leave on his timesheet.
- B. While serving on a jury, the employee must call his Department Head daily to advise him of his status. In addition, employees are expected to return to work if excused from jury/witness duty during regular working hours.
- C. Town employees who are called as a witness or subpoenaed as result of their official duties as a Town of Lee employee will receive their regular wages while serving. Police Officers shall receive a minimum of two hours overtime pay if required to attend court outside of their regular work schedule.

- 7-9. MILITARY LEAVE:** Employees who voluntarily or involuntarily serve in the United States Armed Forces or National Guard (collectively referred to as “uniformed services”) will be provided with leaves of absence for such service or training in connection with such service in accordance with the federal Uniformed Services Employment and Reemployment Rights Act (“USERRA”). In case of any conflicts between this policy and federal, state, or local laws, such applicable laws shall control.
- A. Military leaves of absence will be unpaid, unless otherwise required by law. The employee may elect to take part of, or all of, his accrued vacation time with pay during the military leave of absence, but are not required to do so. Exempt employees who request leave of less than one pay period will be paid the difference between their regular salary and their military pay. While on leave without pay, an employee does not accrue vacation or sick leave.
 - B. **Notice of Leave Request:** An employee needing time away from work for service or training in the uniformed services should make his Department Head aware of the need for leave as soon as the employee receives the written or verbal orders. It is requested that notice should be provided at least 30 days before the leave begins where it is at all possible to do so. An employee’s request for leave may include reasonable time off to get personal business in order prior to commencing service in the uniformed services. Reasonable time off will be decided by the Town Administrator based on a case by case basis.
 - C. **Health Coverage:** If a military leave lasts less than 31 days, the employee’s health insurance will be continued and the employee will pay his regular contribution for the cost of health insurance. Payment for insurance with less than 31 days leave may be paid in advance or upon return through payroll deductions. If a military leave lasts 31 days or more, then the employee’s health insurance coverage will cease and the employee will be eligible to elect to continue his or her health insurance coverage at his or her own expense for up to 24 months, or in accordance with current USERRA guidelines. The cost for continuation coverage will be the full cost of the premium, and a 2% administrative fee may also be charged. When the employee returns to work, he will be reinstated to the health insurance benefit with no waiting period, even if coverage terminated during the leave.
 - D. **Pension:** Upon reemployment, the employee is treated as if there was no break in service for participating, vesting and accrual purposes. If applicable, the employee may elect to make up any missed contributions or elective deferrals, but is not required to do so. Employer and employee contributions to the defined contribution plan will be based on what the employee *would have earned* from the Town during the military-related absence. The determination will be based on the pre-service rate of compensation, plus any pay raises or promotions that are based on seniority or cost-of-living that the employee would have received during the military-related absence.
 - E. **Reinstatement:** Employees wishing to be reinstated following military leave should promptly notify their Department Head and Town Administrator of their desire to be reinstated. If the leave is for service of less than 31 days, then the

employee should return to work on the first full regularly scheduled work day following completion of service, allowing for 24 hours of rest and time for safe transportation back from the service. If the service lasts 31 to 180 days, then the employee should notify their Department Head and Town Administrator in writing of the desire for reinstatement within 14 days of completing service. If the military leave lasts more than 180 days, then the employee should notify the Town Administrator in writing of the desire for reinstatement within 90 days of completing service.

1. The Town of Lee will reinstate eligible employees promptly unless it is established that assisting the employee in becoming qualified for reemployment would impose an undue hardship. Eligibility for reemployment will be determined with reference to USERRA and its implementing regulations. Employees seeking reinstatement may be asked to provide documentation of the timeliness of the reinstatement request, the total time spent in service, and/or a statement that the reason for separation or dismissal from service is not disqualifying.
2. The Town reserves the right to place another employee in that position for the duration of the employee's military leave. If it is not possible to place him in the previous position upon return, the employee will be placed in a position of comparable status, pay, benefits, and responsibility, subject to any rules or restrictions under USERRA.
3. Employees cannot waive their reemployment rights in advance of being released from uniformed service.

F. The returning veteran who meets the USERRA eligibility criteria may not be discharged, except for cause, within one year after reemployment, if the veteran's period of service was 181 days or more. If the period of service was 31-180 days, the period of special protection is 180 days.

G. **Disabled Service Members:** If a returning employee was disabled or a disability was aggravated during uniformed service, the Town of Lee will make reasonable accommodations and efforts to help the employee become qualified to perform the duties of his or her reemployment position.

H. **Statement against Discrimination and Retaliation:** The Town of Lee will not discriminate in hiring, employment, reemployment, or any benefits of employment against any individual because of that individual's service in the United States uniformed services. The Town of Lee also will not tolerate any retaliation against any individuals because of their service in the uniformed services or their engagement in any other activities protected under USERRA.

7-10: LEAVE OF ABSENCE FOR VICTIMS OF CRIME: Pursuant to *NH RSA 275:61-65*, the Town of Lee will grant an employee time off from work to attend court or other legal or investigative proceedings associated with the prosecution of a crime in which the employee was a victim. Such time is unpaid, unless otherwise required by state or federal law, although an employee may elect to use his or her accrued, unused vacation time or sick leave. For purposes of this policy, a "victim" is any person who suffers direct or

threatened physical, emotional, psychological, or financial harm as a result of the commission or attempted commission of a crime.

- A. Employees may also qualify for leave under this policy if they are part of the immediate family of a homicide victim or part of the immediate family of a child under the age of 18 or an incompetent adult who is the victim of a crime. For purposes of this policy, “immediate family” means the father, mother, stepparent, child, stepchild, sibling, spouse, grandparent, or legal guardian of the victim, or any other person who is otherwise in an intimate relationship with and residing in the same household as the victim.
- B. An employee needing time off under this policy should notify his Department Head as far in advance as possible. The employee must submit copies of the notices of each scheduled hearing, conference, or meeting that is provided to the employee by the court or agency involved in the prosecution of the crime. Employees must comply with any requests to submit these notices, and failure to do so may result in denial of the leave of absence. The Town of Lee will maintain any such notices or records in confidence, and will disclose them only on a need to know basis.
- C. The employee will be notified as soon as practicable whether the leave request is granted or denied. Requests falling within the definitions of this policy will typically be granted unless the leave of absence would cause an undue hardship on the Town of Lee. An “undue hardship” for purposes of this policy means significant difficulty and expense. In determining whether an undue hardship may exist, we will consider the size of our operations, the employee’s position, and the need for the employee to be at work.
- D. The Town of Lee will not discharge, threaten, or discriminate against an employee for taking leave under this policy, and employees taking leave under this policy will not lose any seniority during the leave of absence. Complaints of discrimination should immediately be brought to the attention of the Town Administrator (unless the Town Administrator is alleged to have caused the discrimination, in which case the Select Board should be notified) and such complaints will be investigated and, if appropriate, remedial action will be taken.

7-11. LEAVE FOR MATERNITY REASONS: The Town provides female employees with an unpaid leave of absence, unless otherwise required under the law, for the period of temporary physical disability resulting from pregnancy, childbirth or related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work.

NH RSA 354-A:7, VI

- A. **FMLA:** If an employee is also eligible for FMLA leave, the employee’s FMLA leave and Maternity Leave will run concurrently. Maternity disability will be treated in the same manner as an FMLA leave of absence for the employee’s own serious health condition. Please see Section 7-13 for further details.

- B. The employee is required to exhaust all accrued sick and vacation time before taking any unpaid leave. However, maternity leaves are not limited by any measure other than the period of medical disability. If a maternity disability exceeds the available FMLA leave and the employee has exhausted all available sick and vacation leave, the employee will be required to pay 100% of the cost of her health and dental insurance.
- C. **DISABILITY INSURANCE:** Covered employees may apply for benefit coverage under the Town's short and/or long term disability insurance. The carrier will determine if the maternity leave is for a condition that is covered.
- D. **RETENTION OF BENEFITS:** When the employee is physically able to return to work, her original position or a comparable position will be made available to her unless business necessity makes this impossible or unreasonable. Upon return from leave, she will resume the same status and benefits held before the leave.

7-12. DISCRETIONARY LEAVE OF ABSENCE WITHOUT PAY: The Select Board may grant an employee an unpaid leave of absence for a period typically not to exceed thirty (30) days, provided the leave would not prejudice the Town's interests. Such leave will be considered only if the employee has exhausted all paid, accrued leave and/or FMLA. This policy excludes call firefighters and temporary employees.

- A. Requests for discretionary leave should be submitted to your Department Head at least thirty (30) days prior to the requested date of leave. The request must be made in writing, stating the length of leave and a brief description of the reason for the request. All considerations and approval for discretionary leave are handled on a case-by-case basis.

1. In determining whether to grant a discretionary leave of absence, the Board will consider, among other factors, the employee's length of service, the employee's work record, the reason(s) for leave, and staffing needs.

2. The Board may cancel or modify a leave if it determines the leave is being abused by the employee or if the Town's needs necessitate such action.

- B. **BENEFITS:** an employee on discretionary leave is not entitled to accrue any benefits, including vacation, sick leave, and holidays. In addition, participation in any medical or dental insurance coverage must be paid entirely by the employee during the discretionary leave if such leave exceeds thirty (30) days. The employee must make arrangements with the Town Administrator regarding insurance premium payments, retirement contributions, and any other optional deductions the employee may have.
- C. **REINSTATEMENT:** At the end of an approved leave without pay, the Town, unless business necessity dictates otherwise, will return the employee to the position held at the time leave was granted or to a comparable position, without the loss of status or benefits held before the leave. Please understand that there is no guaranteed reinstatement from a personal leave. If the Town is not able to reinstate an employee returning from leave, the employee's employment will be

terminated, and the employee will remain eligible to apply for employment in the future. If the employee does not report to work on the workday following the expiration of the approved leave, the Town will assume that the employee has voluntarily resigned from his or her employment.

7-13. FAMILY AND MEDICAL LEAVE: The Town complies with the Federal Family and Medical Leave Act (FMLA) of 1993 and all applicable State laws related to family and medical leave. This means that, in cases where the law grants you more leave than our leave policies provide, the Town will give you the leave required by law.

- A. The FMLA entitles eligible employees of covered employers to take up to twelve workweeks of leave in a 12-month period for unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to take leave for:
1. The birth of a child and to care for the newborn child within one year of birth;
 2. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
 3. To care for the employee's spouse, child, or parent who has a serious health condition;
 4. A serious health condition that makes the employee unable to perform the essential functions of his or her job;
 5. A "qualifying exigency" (as defined in the Department of Labor Regulations) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on (or has been notified of an impending call to) "covered active duty" in the Armed Forces, as defined in the National Defense Authorization Act for 2010;
 6. The employee is a spouse, son, daughter, parent, or next of kin of a "covered service member" (as defined in the Department of Labor Regulations) who has a serious injury or illness and the employee is needed to care for such person.
- B. Eligibility Requirements: To be eligible for FMLA leave, an employee must satisfy the following condition:
1. The employee must have worked for the Town of Lee for at least twelve (12) months, and must have performed at least 1,250 hours of work in twelve (12) months prior to a leave request
 2. There must be at least fifty (50) employees working for the Town of Lee
- C. Leave Entitlement: If an employee takes FMLA leave for a reason stated in paragraphs (1)-(5) above, the employee is entitled to up to twelve (12) workweeks of unpaid leave during a twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an employee begins an FMLA leave. In other words, the number of weeks the

employee has available upon the beginning of a FMLA leave will be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks"). For example, if an employee used four weeks beginning February 1, 2014, four weeks beginning June 1, 2014 and four weeks beginning December 1, 2014, the employee would not be entitled to any additional leave until February 1, 2015. Beginning on February 1, 2015, the employee would be entitled to four weeks of leave; on June 1, 2015, the employee would be entitled to four additional weeks; and so on.

1. If an employee takes FMLA leave for the reason stated in paragraph (6), above, the employee may take up to 26 weeks of unpaid FMLA leave within a single 12-month period. This 12-month period begins on the first day of leave.
2. An employee who takes FMLA leave for a reason stated in paragraph (6) above will be limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the single 12-month period. The leave entitlement described in paragraph (6) above is to be applied on a per-covered-service member, per injury basis such that an eligible employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered service members or to care for the same service member with a subsequent serious illness or injury, except that no more than 26 workweeks of leave may be taken within any single 12-month period.

D. **FMLA Designation:** When an eligible employee requests any leave of absence that qualifies under the FMLA, the Town of Lee has the right to designate such leave as FMLA leave. For example, if an eligible employee suffers a work related injury that qualifies as a serious health condition, the Town of Lee has the right to designate any time away from work as FMLA leave. In such circumstances, the Town of Lee will provide the employee with the same notifications as though the employee had specifically requested FMLA leave.

E. **Intermittent and Reduced Schedule Leave:** Under some circumstances, employees may take FMLA leaves of absences intermittently (in separate blocks of time due to a single FMLA qualifying reason) or on a reduced leave schedule (reducing the usual number of hours an employee works per workweek or workday). Certification will be required to show that an intermittent or a reduced schedule leave is a medical necessity for leaves under paragraphs (3), (4), and (6), above. Other documentation or certification may be required to show that such an intermittent or a reduced schedule leave is necessary in the case of a leave of a "qualified exigency" under paragraph (5), above.

1. If FMLA leave is for birth and care, or placement for adoption or care, as described in paragraphs (1) and (2), above, use of intermittent leave is subject to the Town of Lee approval.

2. When an employee takes intermittent or reduced schedule leave, time spent working will not be counted against the employee's FMLA entitlement.
 3. Employees taking intermittent or reduced schedule leave will be paid for the time they work, and the leave time away from work will be unpaid unless the employee qualifies for workers' compensation, short-term disability, or other benefits. If an employee is a salaried employee, the Town of Lee will adjust the employee's salary based on the amount of time actually worked.
 4. While an employee is on intermittent or reduced schedule FMLA leave, the Town of Lee may temporarily transfer the employee to an available alternate position that better accommodates the employee's recurring leave and has equivalent pay and benefits.
 5. Employees who take intermittent leave for a planned medical treatment have an obligation to make a "reasonable effort" to schedule the treatment so as not to disrupt unduly the Town of Lee's operations.
- F. Status of Employee Benefits: Employees are required to use any accrued, unused paid time off days during FMLA leave unless the FMLA leave is otherwise paid through workers' compensation benefits, short-term or long-term disability benefits, or other benefits. The substitution of paid leave time for unpaid leave time does not extend the FMLA leave period and leave must be used in half-hour increments. Also, the employee's FMLA leave may run concurrently with other types of leave. If an employee who is otherwise paid wishes to also use sick and/or vacation leave, they need to advise the Finance Officer of this in writing.
- G. During an approved FMLA leave, the Town of Lee will maintain the employee's health benefits under the same terms and conditions applicable to employees not on leave.
1. If paid leave is substituted for unpaid FMLA leave, the Town of Lee will deduct the employee's portion of the medical insurance premium as a regular payroll deduction.
 2. If an employee's leave is unpaid, or is paid through workers' compensation, short-term or long-term disability benefits, or other benefits not provided through the Town of Lee's payroll system, the employee must pay his or her portion of the premium by making arrangements with the Finance Officer.
 3. Medical and other benefit coverage may be canceled if the employee's premium payment is more than (thirty) 30 days late.
- H. If an employee elects not to return to work at the end of the leave, the employee will be required to reimburse the Town for the cost of the premiums paid by the Town for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or because of other

circumstances beyond the employee's control. If the FMLA leave is for a condition that is covered under Lee's short or long term disability insurance, covered employees may apply for benefit coverage.

- I. Benefit entitlements based on length of service will be preserved at the level earned as of the commencement of the leave, but will not accrue further during any portion of the leave that is unpaid. For example, an employee on leave will not accrue additional sick/vacation days. For the purposes of this policy, "unpaid leave" means that the employee is not receiving a payroll check from the Town of Lee.
- J. Requesting Leave: If an employee's need for leave is foreseeable, such as for the birth of a child or planned medical treatment, he must give the Town Administrator (thirty) 30 days' prior written notice. In cases of planned medical treatment, efforts must be made to schedule the treatment to avoid disrupting the department's operations.
 1. **Notice:** If the need for leave is not foreseeable, the employee must give notice to the Town Administrator as soon as practicable (generally, either the same day or the next business day of learning the employee's need for leave) and the employee must comply with all of the Town of Lee's policies regarding absences from work. Failure to provide such notice may be grounds for delaying the leave. If the employee is unable to notify the Town of Lee of his/her need for leave personally because of illness, the employee should ask someone else to call on his or her behalf.
 2. **Certification:** The Town requires a medical certification of the need for leave because of a serious health condition (whether the employee's own or that of a child, spouse, parent's, or next of kin's) whenever the leave is expected to extend beyond **five (5)** consecutive working days or will involve intermittent or part time leave. The Town requires that a medical certification be provided, indicating the ability to resume work after a FMLA leave for a serious health condition that extends beyond **ten (10)** consecutive working days.
 3. The Town may require that a request for leave due to military service be supported by appropriate certification if the FMLA regulations prescribe such certification.
 4. In the case of an employee's own serious health condition, or that of a family member's serious health condition, the Town of Lee, at its expense, may require an examination by a second health care provider designated by the Town of Lee. If the second health care provider's opinion conflicts with the original medical certification, the Town of Lee, at its expense, may require a third health care provider agreed upon by the employee and the Town of Lee to conduct an examination and provide a final and binding opinion.

5. The Town of Lee may also require subsequent medical recertification. Failure to provide requested recertification within fifteen (15) days may result in delay of further leave.
- K. **Certifications for a Qualifying Exigency:** Employees who request a leave for a “qualifying exigency” arising from an immediate family member’s call to active duty or impending call or order to active duty will be required to provide a copy of the family member’s active duty orders or other documentation issued by the military indicating the member is on active duty or call to active duty status in support of a contingency operation. Other documentation certifying the exigency necessitating the leave will also be required.
- L. **Confirmation of Familial Relationship:** Employees requesting a leave of absence based on a familial relationship (e.g. leaves under paragraphs (3), (5) and (6)), may be required to provide reasonable documentation or statement of family relationship. This documentation may take many forms, including but not limited to a child’s birth certificate, a court document, etc.
- M. **Periodic Reporting:** If leave is taken for more than two (2) weeks, the Town requires that the employee report to the Town Administrator at least every two weeks on his status and intent to return to work. In addition, the employee must give notice as soon as practicable (within two (2) business days if feasible) if the dates of leave change or are extended or initially were unknown.
- N. **No Work While on Leave:** The taking of another job (including self-employment) while on FMLA leave or any other authorized leave may lead to disciplinary action, up to and including discharge.
- M. **Returning to Work:** At the end of an authorized FMLA leave, the employee will be reinstated to his or her original position or an equivalent position.
- O. **Key Employees:** Certain employees may be designated as “Key Employees” at the start of their leave, as defined by the FMLA. “Key employees” may be denied restoration to their prior or equivalent position if keeping the job open for the employee would result in substantial economic injury to the Town of Lee.
- P. **If an employee takes leave because of his or her own serious health condition,** the employee will not be reinstated until the employee provides a fitness for duty certificate from his or her health care provider confirming that the employee is medically able to resume work and perform the essential functions of his or her job. The return-to-work medical certification forms are available from the Town Administrator. The Town Administrator reserves the right to clarify and authenticate such certification.
- Q. **Coordination With Maternity Leave:** As stated in our Maternity leave policy, the Town of Lee provides female employees with a leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth, and related medical conditions. If an employee is also eligible for FMLA leave, the employee’s FMLA leave and Maternity Leave will run concurrently. Please

refer to the Town of Lee's Maternity Leave policy for more information regarding Maternity Leave.

The complete provisions of the FMLA are too lengthy to be included in this policy. However, if you have questions about the FMLA or would like to review the statute yourself, please contact the Town Administrator or the U.S. Department of Labor.

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CHAPTER 8

RECRUITMENT, SELECTION, AND APPOINTMENT OF EMPLOYEES

The Town is committed to a policy of equal employment opportunity to all persons based on individual merit, competence and need. The Town will not discriminate against employees or applicants for employment because of veteran status, marital status, physical or mental disability, age, race, color, religion, sex, genetic information, sexual orientation, pregnancy, or national origin. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, and leaves of absence, compensation, and training.

8-1. METHOD OF APPOINTMENT

- A. **VACANCIES:** All vacancies shall be filled by regular appointment, promotion, demotion or transfer. Documentation on a newly appointed employee shall be forwarded by the Department Heads to the Town Administrator for inclusion in the employee's personnel folder. New employees will make an appointment with the Town Administrator and/or designee to complete the required forms.
1. **Regular Appointment:** A regular appointment indicates that a new employee is to work for the Town in either a full or part-time capacity on a continuing basis.
 2. **Promotion, Demotion and Transfer:** These types of appointment apply to current full time or part time employees. These appointments will follow the procedures under Chapter 9 unless an exception is granted by the Select Board.
 3. All Department Heads shall be appointed by the Select Board.

8-2. RECRUITMENT AND SELECTION POLICIES: In order to assure that the Town provides a high quality of service to the public, the Town will hire from among the most competent individuals available according to the following policies and procedures, with consideration given to present Town employees if equally qualified with other applicants.

- A. **RECRUITMENT POLICY:** Recruitment efforts and publicity will be directed to all appropriate sources of applicants in a geographical area as wide as necessary to attract an adequate number of qualified candidates and to assure open opportunity for the public to apply and be considered for employment by the Town on the basis of ability and potential.
- B. **SELECTION AND APPOINTMENT POLICIES:** Selection and appointment to all Town positions will be based solely upon job-related requirements and the applicant's demonstration that he possesses the skills, knowledge, abilities and other characteristics necessary for successful job performance and career development.

8-3. RECRUITMENT PROCEDURES:

- A. **DEFINING THE JOB:** When a vacancy occurs, the Department Head will review the job description and salary for the position. Any proposed changes in the description will be reported to the Town Administrator.
- B. **ESTABLISHING THE QUALIFICATION REQUIREMENTS:** After defining the job, the Department Head will determine the minimum qualification requirements for successful performance on the job based on the job description as well as any other special requirements necessary for the specific position.
- C. **ADVERTISING THE VACANCY**
 - 1. The Town Administrator will be responsible for advising the public of the Town's intention to fill the vacancy and to assure that all interested and qualified individuals, including Town employees, are informed of the position's title, the position's essential functions, the time, place and manner of making application, requirements or qualifications, the Town's EOE position, and any other information which may be useful to applicants.
 - 2. The methods of advertising vacancies will vary depending upon the nature and requirements of the position being filled. The following methods are typical of those which may be used by the Town for recruitment: posting notices on public bulletin boards in Town offices, the post office, college placement offices; advertising in professional journals and newspapers with local and statewide circulation; and listing the job with the State Employment Service.
 - 3. The Town Administrator, with input from the Department Head, shall decide when the notice is to go into the newspaper, how long it should run, closing date for receiving applications, and when candidates will be interviewed. In order to allow sufficient time for candidates to apply for the position, applications will be received for at least ten days after the vacancy is initially advertised.

8-4. APPLICATION FOR EMPLOYMENT: All candidates applying for employment in the Town must file an official application and/or submit a resume prior to the close of business on the date specified in the vacancy announcement or advertisement. The applicant's signature shall serve to verify the truth of all statements offered. Deliberately false or misleading statements in attempting to secure employment will be grounds for rejecting an applicant or dismissal after employment.

8-5. SELECTION PROCEDURES: The Town's selection process will comply with all state and federal laws, including the requirements of the Americans with Disabilities Act, Civil Rights Act, and NH law against discrimination. All qualification standards, employment tests and selection criteria will be job-related and consistent with business necessity. Reasonable accommodation will be made to the known physical or mental limitations of disabled individuals.

- A. The evaluation and offer process will be conducted as follows, with assistance from the Town Administrator:

1. The Department Head will review the applications of all candidates to determine whether each candidate meets the minimum requirements established for the position. Candidates who do not meet these requirements will be so notified and eliminated from further consideration.
2. A final ranking of each candidate as unqualified, qualified, highly qualified or most qualified will be derived from the results of the review process.
3. Finalists will be interviewed and may be required to take a test, depending on the needs of the department. The Department Head will notify the Select Board of all new hires.
4. The successful candidate will be provided with a written conditional offer of employment, stating the position applied for, rate of pay, benefits offered, and other relevant information. It will also indicate that the candidate must undergo a criminal background check and a drug and alcohol test. A pre-employment physical may also be required, depending on the position.
5. For positions where physical requirements constitute a bona fide occupational qualification, a pre-employment physical may be required of a job applicant only after a job offer has been made in order to assure that the individual is physically able to perform the duties of the position. Similarly, the Town may require incumbents of such positions to periodically take a physical examination to assure that they are still physically able to perform the duties of their position. When required, the physical examination shall be performed by a practicing physician contracted by the Town and acceptable to the individual. The Town shall pay for the cost of the examination.

B. **ORIENTATION:** Employee orientation should take place on the employee's first day of work. The Department Head, (or designee,) the Finance Officer and the Town Administrator will conduct the orientation.

1. All Employees will receive a copy of this manual and sign an acknowledgement form (APPENDIX XX), complete an I-9 (Employment Eligibility Verification); and W-4(Employee's Withholding Allowance Certificate. Driver's License, Birth Certificate and/or U.S. Passport are required.
2. Full-time employees will complete the forms necessary for enrollment in the NH Retirement System, Medical Benefit Plans, Short-Term and Long-Term Disability programs, and Life Insurance Plan.
3. An employee whose first day of work is the first of the month should complete these forms at least one week prior so as not to delay enrollment in these benefit plans, which all begin on the first day of the month following the date of hire.
4. Employees may also sign up for Direct Deposit at this time.

- C. **NOTIFICATION OF APPLICANTS OF SELECTION OR NON-SELECTION:** Candidates who were interviewed will be informed in writing in a timely manner of their selection or non-selection for the position.
 - D. **DOCUMENTING THE SELECTION PROCESS:** A record of the recruiting, examining, and appointing procedures will be retained for one year after the vacancy is filled for purposes of documenting the job-relatedness and equity of each. This record will include: a copy of the appropriate job description; vacancy announcements; a listing of the sources and methods of recruitment; the applications of all those who applied; and each candidate's score (if applicable).
- 8-6. REVIEW BY THE TOWN ADMINISTRATOR:** Any person who believes he was discriminated against on account of his age, race, sex, genetic information, creed, color, marital status, physical or mental disability, religion, national origin, gender, should request a review of the decision by the Town Administrator.

CHAPTER 9

PROMOTION, DEMOTION, SEPARATION, AND LAYOFF

All original documentation on all employees shall be forwarded to the Town Administrator for inclusion in the employee's personnel folder, except for Police Officers. Those records shall be retained by the Police Chief. The Personnel Action Form shall be utilized when an employee's status changes. Unless altered by contract or law, this Chapter does not alter an employee's at-will status, which means that either the employee or the Town may terminate the employment relationship at any time, with or without cause. The Police Department maintains its own policy for promotions.

9-1. PROMOTION POLICY: The Town encourages employees to develop new skills, expand knowledge of their work, assume greater responsibilities and make known their qualifications for promotion.

- A. No Department Head shall deny an employee permission to apply for a vacant position in any Town office or department which will afford a promotional opportunity.
- B. To assure that employees are afforded opportunities for promotion, every vacancy will be advertised in all Town Departments.
- C. Current employees are encouraged to apply for any vacancy for which they meet the requirements of the position, according to the procedures outlined in Chapter X for all applicants.
- D. When a Town employee's qualifications are equal to those of outside applicants, the Town employee shall be given preference.
 - 1. If an employee is promoted into a new position, his new salary will typically be the minimum of the pay range for the higher classified position, provided that represents an increase from his current salary. The Select Board may approve an increase up to the midpoint of the new range. Such an adjustment shall be based on exceptional qualification and subject to the availability of funds.

9-2. SEPARATION: Separation is the dismissal of an employee from employment by the Town through retirement, resignation, layoff, or dismissal.

- A. **RETIREMENT:** Retirement is the separation of an employee in accordance with the provisions of the New Hampshire Retirement System.
 - 1. Regular employees should notify the Department Head at least ninety (90) days in advance of the planned retirement date.
 - 2. Department Heads should notify the Select Board at least six (6) months in advance of the planned retirement date

- B. RESIGNATION: Resignation is the separation of an employee by his voluntary act. When an employee resigns from the Town service, he must submit the reasons for and the effective date of his resignation in writing to the Department Head at least fourteen (14) calendar days in advance. The resignation letter will be forwarded to the Town Administrator by the Department Head as to the resigned employee's service performance and pertinent information concerning the cause of resignation.
1. All employees who terminate their employment will be asked to participate in an exit interview with the Town Administrator. The purpose of the exit interview is to discuss any relevant separation benefits and benefit continuation, and to receive feedback on ways in which the Town can improve operations and retention of employees. Employees who are supervised by the Town Administrator will meet with the Police Chief for an exit interview.
- D. DISMISSAL: Dismissal is an involuntary separation of an employee as a result of disciplinary action, inability to perform the essential functions of the position, or for other reasons at the discretion of the Town.
1. The Department Head must provide his reasons in writing for recommending dismissal to the Select Board. The Police Chief has the authority to dismiss his employees and shall provide notification to the Select Board.
 2. After the Select Board approves the dismissal, a letter outlining the reason for dismissal and other pertinent information will be drafted by the Town Administrator, and will be presented to the employee in person by the Department Head, who will collect any Town-owned property from the employee at that time.
- E. RETURN OF TOWN PROPERTY: Town property of any type or value may not be used or removed from Town premises without authorization from a Department Head. All tools, equipment, documents, or records must be delivered to the Town prior to an employee's last day of work or at any other time upon request.

CHAPTER 10

PERFORMANCE EVALUATION

Department Heads and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. The initial performance evaluation allows the Department Head and employee to discuss the job responsibilities, standards and performance requirements of the new positions.

Additional formal performance evaluations are conducted to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths and discuss positive, purposeful approaches for meeting goals.

Annual performance evaluations shall be completed in December of each year. The evaluation shall cover the previous twelve month period and shall be completed on all employees. An "Employee Performance Evaluation Form" is included in Appendix

All observations of the work performance of an employee shall be made openly to the rated employee. All written evaluations of an employee will be shown to the employee prior to being forwarded to the Town Administrator and being placed in the employee's personnel file, and the employee shall acknowledge receipt of a copy of the evaluation in writing.

The Department Head will send the original performance evaluation on each employee to the Town Administrator within thirty (30) days after the end of the period covered by the report. This documentation will be placed in the employee's Town personnel file.

CHAPTER 11

DISCIPLINARY ACTIONS

- 11-1. DISCIPLINE:** The Town is proud of its employees and the manner in which they conduct themselves. The Town relies on individual good judgment and a sense of responsibility, so all employees are expected to observe the policies and regulations of the Town of Lee. However, it is the policy of the Town to discipline an employee whenever he or she violates a rule, regulation, endangers the safety of others, or performs unsatisfactorily. Unless altered by contract or law, this Chapter does not alter an employee's at-will status, which means that either the employee or the Town may terminate the employment relationship at any time, with or without cause.
- 11-2. PROCESS:** When an employee's work performance or personal conduct is unacceptable, certain guidelines will be followed to ensure fair and consistent treatment for all employees. Where a problem exists, the Department Head will discuss the problem with the employee, identify causes, outline corrective action steps, and establish a time in which to correct the problem. The employee will be made aware of the consequences of repeated infractions or continued deficient performance. All disciplinary action taken shall be documented in writing and the original paperwork along with any other documentation shall be placed in the employee's personnel file.
- A. DEPARTMENT HEAD RESPONSIBILITIES:** Department Heads are responsible for the proper and efficient operation of their departments and for enforcing Town policies and regulations. Department Heads are authorized to apply such disciplinary measures as may be necessary. In a case where a Department Head takes disciplinary action against any employee of his department, they shall, within forty-eight (48) hours of action taken, report to the Town Administrator in writing of the specific nature of the infraction and the disciplinary action taken by him.
- B. TYPES OF DISCIPLINARY ACTION:** The type of disciplinary action taken will vary with the severity of the situation and may include the following measures: counseling, verbal warning, participation in additional training or assistance to correct the cause of the problem, written reprimand, disciplinary probation, suspension, and discharge. The Select Board must first approve all discharges, with the exception of Police employees.
- C. REASONS FOR DISCIPLINARY ACTION:** From time to time, it may be necessary for the Town to invoke disciplinary action in instances of inappropriate conduct or conduct which interferes with or threatens to obstruct the effective and efficient performance of job duties and acceptable relations with the public. Although it would be impossible to forecast and list all those situations in which disciplinary action may be imposed, the following is an illustrative and not inclusive list of examples:
1. Neglect of or negligence in the performance of assigned duties.

2. Incompetence and/or repeated avoidable mistakes, poor work performance, unacceptable work product, or lack of efficiency or productivity.
3. Violations of Town or department policies and regulations, including safety regulations, State and Federal laws; and/or conviction of a felonious crime.
4. Misuse, misappropriation, negligence, or destruction of Town property or conversion of Town property to personal use or gain.
5. Frequent tardiness or absence from duty, or tardiness or absence from duty without prior approval.
6. Failure or refusal to carry out an official order or the directions of a Department Head or Select Board; acts of insubordination toward any Department Head or elected official.
7. Use of intoxicating beverages, narcotics, drugs or other controlled substances on the job, on Town property, or in such a manner as to interfere with job performance or bring the Town into disrepute.
8. Testing positive for illegal substances during working hours and/or while on duty, including mandated random or post-accident testing.
9. Criminal or dishonest conduct or conduct which interferes with effective job performance or has an adverse effect on the efficiency of the Town service.
10. Accepting cash gifts or other valuable items or performing special favors through any municipal service.
11. Uncivil or discourteous attitude and the use of indecent, abusive, lewd, and slanderous language toward the public or fellow employees including harassment and discrimination, and/or creating any type of disturbance, complaining in front of visitors, uncooperativeness, abuse or neglect of visitors or residents.

11-3. DISCIPLINARY ACTION: Generally, disciplinary action may consist of any one of the following, depending upon the nature of the offense:

1. Counseling
2. Verbal warning
3. Written warning
4. Suspension without pay
5. Dismissal

The above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge. The Town reserves the right to take disciplinary action in a matter consistent with the efficiency of operations and appropriate to the infraction involved.

- 11-4. REPRIMAND PROCEDURE:** The Department Head may determine that a verbal warning or written reprimand is the appropriate disciplinary measure. Written reprimands and verbal reprimands (which must be reduced to writing) will become part of the employee's personnel record and will specify the issue or reason for the warning, a corrective action plan for remedying the issue, and the consequences if the action or performance continues.
- 11-5. SUSPENSION PROCEDURES:** With notification to the Select Board, a Department Head may suspend an employee without pay for a period of time depending upon the severity of the action. The employee will receive a written notice stating the reasons for the suspension period and the effective date.
- 11-6. DISMISSAL PROCEDURES:** If, after remedial and/or disciplinary measures have been tried, an employee's performance, conduct or other unsatisfactory behavior does not improve, it may be necessary to discharge the employee. From time to time, certain offenses or circumstances may occur which are of such seriousness that immediate dismissal of an employee may be necessary.
- A. Upon recommendation from a Department Head, the Select Board may dismiss an employee by giving the employee written notice of the reasons for the discharge and the effective date.
 - B. When gross misconduct or other dangerous or unsafe conduct has occurred or in the case of an emergency, the Department Head may send the employee home immediately with the appropriate paperwork to follow.
- 11-7. GRIEVANCE POLICY:** An employee may request a review of any disciplinary action taken against him in accordance with Chapter 12 of this Personnel Policy.
- 11-8. REMOVAL OF DISCIPLINARY ACTION RECORD:** Records of disciplinary actions which have been in an employee's personnel file for five years may be reviewed by the Town Administrator and, upon recommendation of the Department Head such records may be removed from the file.
- 11-9. SAFETY EMPLOYEES:** Due to the nature of their professions, Police Department and Fire Department employees may be subjected to more stringent rules and regulations, and Standard Operating Policies and Procedures than these listed above. The Department Head in accordance with recognized professional standards of conduct will issue these rules, regulations, and Standard Operating Policies and Procedures.
- 11-10. DISCIPLINE OF DEPARTMENT HEADS:** Should it become necessary to discipline, suspend or terminate a Department Head, the above steps shall be undertaken by the Select Board, with the assistance of the Town Administrator, taking into consideration any process that may be required by separate Working agreement and/or State law.

CHAPTER 12

GRIEVANCE POLICY

12-1. INFORMAL GRIEVANCE: Employees who are upset with some aspect of their job or feel that they have not been treated fairly are encouraged to discuss their concerns with their Department Head. So as to provide for an orderly process of discussion, it is suggested that employees utilize the channels and sequence of steps set forth in this chapter. Every employee is urged to follow through with concerns rather than be dissatisfied. Any complaint will be investigated and the findings and determination reported back to the employee.

Employee's suggestions and comments on any subject are important so the Town encourages everyone to take every opportunity to discuss them with his Department Head. No one's job will not be adversely affected in any way if this procedure is chosen.

12-2. PROCEDURES: If an employee has a claim or dispute arising out of the application or interpretation of this Policy, the grievance shall be processed in the following manner. All time frames in this procedure exclude weekends and holidays.

Due to the nature of their professions, Police Department and Fire Department employees will adhere to grievance procedures outlined in their department rules and regulations, whenever applicable.

A. The grievance shall take the following form:

1. A statement of the grievance, date of grievance, and the facts upon which it is based;
2. The sections(s) claimed to have been violated;
3. The remedy or correction requested;
4. The signature of the grievant and the date signed.

Any grievance which does not contain these minimal elements shall not be considered valid under this grievance policy.

B. **Step One:** An employee having a grievance must notify his Department Head in writing within five (5) working days from the date of the event giving rise to the grievance. Such grievance shall be discussed between the employee and a Department Head at a mutually agreed upon time. The Department Head shall give his written decision within five (5) working days from the date of the discussion with the employee.

C. **Step Two:** If the grievance remains unresolved following the decision of the Department Head, then such grievance may be submitted to the Town Administrator. It must be submitted in writing within five (5) working days from the date of the decision of the Department Head. The Town Administrator shall render his written decision within ten (10) working days from the date that the grievance was received. In the event that the Town Administrator was the

official involved at Step One, the employee may proceed directly to Step Three.

- D. Step Three:* If the decision of the Town Administrator is found to be unsatisfactory, or if no decision has been rendered during the time period specified above, either party may within ten (10) days request that the matter be submitted to the Select Board. The Board shall conduct its first meeting dealing with the grievance within fifteen (15) calendar days from the date of its receipt and shall render its decision in writing within thirty (30) calendar days from the close of any final meeting on the matter. All opinions and findings of the Board shall be final.

- 12-3. RIGHTS OF APPLICANTS AND EMPLOYEES:** Applicants and employees who believe they have been discriminated against on account of their age, sex, genetic information, color, marital status, race, religion, national origin, or physical or mental disability, are strongly encouraged to notify the Town Administrator and to refer to those sections of this Personnel Policy addressed to Equal Opportunity and Harassment.

CHAPTER 13

CONDUCT OF EMPLOYEES

Any group of people who have come together for a common purpose must have rules that promote consistency, harmony, and support the objectives and missions of the Town.

There are certain standards of common honesty and decent behavior that all employees are expected to follow. The Town believes that the following rules are necessary to the proper conduct of our business.

13-1. GENERAL POLICY: A Town employee is prohibited from engaging in any conduct which could reflect unfavorably upon Town service. Town employees must avoid any action which might result in or create the impression of using public office for private gain or giving preferential treatment to any person.

13-2. APPEARANCE: Town employees are expected to dress appropriately and maintain their personal appearance in accordance with their work duties and work setting. Each Department Head is expected to establish appropriate dress for his department.

13-3. GIFTS AND GRATUITIES: A Town employee, either individually or as a member of a group, is prohibited from directly or individually soliciting, accepting, or receiving any gift, gratuity, favor, service, loan, entertainment or any other thing of monetary value for personal use from any person with whom the employee has had or may reasonably expect to have official relations or from any person within or outside Town employment whose interests may be reasonably expected to be affected by the employee's performance or non-performance of official duties. Any such gratuities or gifts which may be tendered shall be returned forthwith to the sender with an expression of thanks and explanation of the Town's policy.

A. EXCEPTIONS:

1. The acceptance of unsolicited advertising or promotional materials which have negligible commercial value and which are distributed to the general public or other town employees without charge.
2. The acceptance of unsolicited food or product(s) which are distributed without charge.
3. Any solicitation in reference to fund raising and/or sponsorship for individual groups and/ or events (ex., Fire Dept. fundraising, penny sales, etc.)

13-4. TELEPHONE USE: Employees' personal calls on Town telephones shall be held to a minimum and be of short duration. Cell phones are issued for Town of Lee business and may be used for minimal personal use only.

13-5. POLITICAL ACTIVITY:

- A. **GENERAL POLICY:** All employees of the Town shall be free and encouraged to exercise their rights as citizens, to cast their votes and to express their opinions on all political subjects.
- B. **LIMITATIONS:** Every citizen has the right as an individual to take part in public debate or engage in social and political activity. However, since personal views and activities may be interpreted as representative of the department in which a staff member is employed, proper precaution should be taken to distinguish between private actions and actions taken in an official capacity.

Employees may not:

- 1. Use their official authority or influence for the purpose of interfering with or affecting the results of an election or nomination for office;
- 2. Directly or indirectly attempt to coerce, advise or command other Town employees to pay, lend or contribute to a party, committee, organization or person for a political purpose.

13-6. NEPOTISM: It is the policy of the Town that nepotism is detrimental to the effective management of the Town. Therefore, the following nepotism policy shall be followed:

- A. A prospective employee should not be appointed when that person is to supervise or be supervised, either directly or indirectly, by a member of his immediate family.

For the purposes of this section, immediate family shall mean the employee's spouse, mother, father, step-mother, step-father, foster mother, foster father, father-in-law, mother-in-law, grandmother, grandfather, grandchild, sister, brother, child, stepchild, foster child or any other relative living in the same household.

- B. Two persons who are married shall not be employed within the same department.
- C. This policy shall not affect any persons employed by the Town at the time of adoption of this policy.
- D. This policy may be waived at the discretion of the Select Board in extraordinary situations or based upon the advice and recommendation of the appropriate Department Head.

13-7. CONFLICT OF INTEREST: No appointed employee of the Town can, at the same time, hold the office of Select Board or any other appointing authority or be a member of the Advisory Budget Committee.

13-8. SOLICITATIONS: No solicitation of any kind is permitted during working time, unless first approved by the Department Head. "Solicitation" is defined as requests for contributions, donations, raffles, lotteries, and membership in organizations, attendance at events, or other similar conduct. "Working time" is defined as time during which the employee is scheduled to be working, exclusive of established break periods, meal times,

or time before or after work hours. This rule applies to solicitation for both charitable and non-charitable causes.

No distribution of any non-work-related written materials is permitted in any work area at any time, unless first approved by your Department Head. "Work areas" are defined as any Town office or facility, other than designated break areas. Employees may solicit or distribute materials only during break time. Persons not employed by the Town are likewise prohibited from distributing materials or soliciting employees on Town premises at any time.

13-9. MOTOR VEHICLE VIOLATIONS: All employees who operate Town vehicles are required within 72 hours to notify their Department Head if they have been convicted of or plead nolo contendere to any and all motor vehicle violations. If the license of any employee who operates a Town vehicle[s] is suspended, revoked, or otherwise restricted, the employee shall notify his Department Head immediately upon learning of the suspension, revocation, or restriction. Employees who are required but unable to drive and/or who fail to comply with this policy may be subject to discipline, up to and including termination of employment.

13-10. TOWN PROPERTY: Town property of any type or value shall not be used or removed from Town premises without written authorization of the Department Head. All Town equipment, memoranda, records, communications, computer data, disks, or other documents made or compiled by an employee or made available in connection with the business of the Town shall be delivered to the Town promptly upon separation or at any other time upon request.

CHAPTER 14

RETIREMENT, INSURANCE, AND OTHER BENEFITS

Full-time employees will be eligible for coverage on the first of the month following their date of hire as a full-time employee. All eligibility rules shall be in accordance with the various insurance providers and any applicable state or federal law. The Town offers a comprehensive benefit program consisting of health, dental, life insurance, and Short and Long Term Disability. The Town reserves the right to change, add, and/or delete any such coverage at its full discretion. All policies and procedures governing these plans are determined by the various providers and not the Town.

14-1. RETIREMENT: Retirement benefits are provided for full-time employees through the New Hampshire Retirement System and are based on their full time date of hire. The employee's share of the cost will be automatically deducted from his pay check in accordance with State law. The eligibility requirements and benefits provided are established by the State legislature under NH RSA 100-A.

14-2. SOCIAL SECURITY: Old Age and Survivor Benefits under the Federal Social Security Act are provided by the Town to all employees, except for regular full time police officers and firefighters. Full time Fire and Police Officers contribute toward Medicare. The cost will be shared as specified by law. Employee deductions will be made in each payroll period in accordance with the law. Benefits shall be as established by Federal legislation.

14-3. WORKER'S COMPENSATION: Worker's Compensation Insurance provides for the payment of medical expenses and disability insurance to partially offset the loss of income that may result from a service-connected illness or injury which occurred while the employee was performing his duties and which has been accepted as such by the Town's Worker's Compensation Insurance carrier. All worker's compensation claims shall be handled in accordance with the State of NH Worker's Compensation Law (NH RSA 281-A.)

- A. Employees are responsible for reporting all accidents, illness, or injuries occurring during employment, regardless of how minor, to their Department Head immediately. The Department Head shall advise the Town Administrator of the incident, who will then be responsible for filing the required state and insurance reports. A Department Head should report his own injury to the Town Administrator.
- B. If the employee is also eligible for Family Medical Leave Act leave ("FMLA"), the terms and conditions under that policy will also apply if the employee is unable to report to work as a result of the work-related injury or illness. See Chapter XX for the full FMLA policy. Employees who are not eligible are required to either use sick and/or vacation leave, or, if none is available, request "Discretionary Leave Of Absence Without Pay" from the Select Board.
- C. In order to maintain coverage under the Town's medical and dental insurance, the employee must also be covered under the FMLA or be receiving compensation from the Town through the use of accrued sick and/or vacation leave. The

employee must continue to contribute his same portion of the premiums for all benefits. Payment must be received by the first of each month or coverage may be terminated.

- D. If an employee has exhausted all FMLA, sick and/or vacation leave, his medical and dental benefits will be terminated. If he is eligible to receive coverage through The Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), he will be notified of such by the Town's insurance provider and will be responsible for paying the full cost.
- E. **Temporary Alternative Duty:** Employees with work-related injuries may also be entitled to temporary alternative duty in accordance with New Hampshire's workers' compensation laws. Employees with non-work-related disabilities who require accommodations to perform their jobs should make accommodation requests to their Department Head. Please refer to The Americans with Disabilities Act policy in this Personnel Manual for more information.
- F. **Reinstatement:** A full-time employee who has sustained an on-the-job injury will be reinstated to his or her former position upon request within eighteen (18) months of the initial injury if the position exists and is available, and the employee is too disabled to perform the duties of the position. A fitness-for-duty certificate may be required before an employee is permitted to return to work.
Under New Hampshire law, an employee's reinstatement rights expire eighteen (18) months from the date of injury. Also, an employee will not be reinstated if he/she has accepted a job with another employer at any time after the date of the injury or if there is a medical determination that the employee cannot return to his/her former position. Other circumstances concerning reinstatement will be governed by the New Hampshire Department of Labor requirements.

14-4. DISABILITY INSURANCE: The Town provides Short-Term and Long-Term Disability Insurance for all full-time employees, which provides payments that partially offset the loss of income resulting from non-work related illness and injuries.

- A. Employees must notify the Town Administrator of the need for disability leave as soon as possible and provide a physician's certification of the need for disability leave and the expected duration.
- B. If an employee is eligible for short-term and/or long-term disability payments from the Town's insurance carrier, the Town Administrator will provide the forms necessary for the employee to apply and will coordinate disability leave requirements with the Finance Officer.
 - 1. If the employee is also eligible for Family Medical Leave Act leave ("FMLA"), the terms and conditions under that policy will also apply. See Chapter 7 for the full FMLA policy. Employees who are not eligible are required to either use sick and/or vacation leave, or, if none is available,

request "Discretionary Leave Of Absence Without Pay" from the Select Board.

2. In order to maintain coverage under the Town's medical and dental insurance, the employee must be covered under the FMLA or be receiving compensation from the Town through the use of accrued sick and/or vacation leave. The employee must continue to contribute his same portion of the premiums for all benefits. Payment must be received by the first of each month or coverage may be terminated.
3. If an employee has exhausted all FMLA, sick and/or vacation leave, and is still unable to return to work, his medical and dental benefits will be terminated, effective the first of the month following the issuance of his last paycheck. If he is eligible to receive coverage through The Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), he will be notified of such by the Town's insurance provider and will be responsible for paying the full cost of the premiums.
4. Employees should contact the Town Administrator for plan details.

14-5. UNEMPLOYMENT INSURANCE: Individuals laid off from employment by the Town may be eligible for unemployment compensation benefits in accordance with regulations of the New Hampshire Department of Employment Security.

14-6. EMPLOYEE INSURANCE PROGRAM: A. Health Insurance Plan: All eligible full-time employees and their dependents may be included on the Town's Health Insurance Plan. Each employee will be required to secure health insurance for himself, unless he can provide proof of coverage elsewhere. Employees may receive a buyout in lieu of coverage provided they show satisfactory proof of coverage in another health insurance Policy.

1. Employee contribution rates and the specific plan summary are included in Appendix XX

B. Dental Insurance Plan: All eligible full-time employees and their dependents may be included on the Town's Dental Insurance Plan. Each employee will be required to secure dental insurance for himself, unless he can provide proof of coverage elsewhere. Employees may receive a buyout in lieu of coverage provided they show satisfactory proof of coverage in another dental insurance Policy.

1. Employee contribution rates and the specific plan summary are included in Appendix XX

C. Life Insurance: All eligible full-time employees will be included in the Town's life Insurance Policy. The premium for such coverage will be paid by the Town and participation is mandatory.

- D. Short-Term and Long-Term Disability: All eligible full time employees will be enrolled in the Town's Disability Policies. The premiums for such coverage will be paid by the Town and participation is mandatory.
- E. Optional Insurance Policies: Employees may be offered other optional insurance by a carrier chosen by the Town. The premiums for these policies will be paid 100% by the employee and may not be tax deductible.

14-7. UNIFORMS AND SPECIAL CLOTHING: At the Town's discretion, employees may be required to wear uniforms, protective gear or other types of special clothing. The Town will provide the uniform, protective gear or special clothing for those employees whose work requires that specific clothing be worn. The Town reserves the right to determine what uniforms are to be worn, who will wear uniforms, what protective gear is required and how such gear will be worn or used.

Employees who are required to wear safety work boots may purchase the boots and submit the original receipt to the Town for partial reimbursement. Such reimbursement shall be a maximum of \$120.00 per year.

14-8. TRANSPORTATION AND TRAVEL:

- A. When an employee is required to travel on Town business, the employee must make arrangements with his Department Head to obtain a Town-owned vehicle. If a Town-owned vehicle is available and the employee chooses to use his or her personal vehicle, mileage will not be reimbursed. If a Town-owned vehicle is unavailable and the employee receives authorization to use his personal vehicle for town business, the employee of the Town shall be reimbursed at the current IRS rate.
- B. Town-owned vehicles shall be operated by properly trained employees who possess a valid and appropriate State Driver's license for the vehicle being operated. All traffic laws, rules, motor vehicle regulations, and safe vehicle operating procedures will be adhered to at all times. All drivers and passengers are required to use seatbelts at all times when in any Town-owned vehicle. Additionally, passengers should be limited to Town Employees or Elected Officials unless otherwise required for the performance of services for the Town.
- C. Town-owned vehicles are NOT for personal use and are provided solely for the purpose of performing services for the Town. Employees normally assigned a Town-owned vehicle shall have their vehicle temporarily re-assigned by the Select Board while the employee is unavailable for callback to work after hours, such as in the case of vacations or extended illnesses. If the vehicle is not re-assigned, the vehicle will be garaged on Town property and made available for other employees during that time period.
- D. Requests for reimbursement of business-related travel will be submitted to your Department Head for approval. Reimbursement requests must be completed on an Expense Report (Appendix) and shall be signed by the Department Head prior to being submitted to the Finance Officer.

CHAPTER 15

PERSONNEL RECORDS

- 15-1. PERSONNEL RECORDS:** The Town Administrator shall be responsible for the maintenance of personnel records for each employee, with the exception of Police Department employees, including the original application for employment, the results of all tests and examinations taken to demonstrate qualifications, history of employment actions, current position classification and salary, attendance and leave records, commendations, record of disciplinary actions, and any other records pertinent to the employee's service.
- A. **MAINTENANCE AND RETENTION OF RECORDS:** All personnel records shall be maintained on a current basis for each employee and shall not be disposed of within the lifetime of the employee, except as provided in Chapter 11-8 (Removal of Disciplinary Action Record).
 - B. **EMPLOYEE'S ACCESS TO RECORDS:** Any employee may request to see his personnel records. However, employees may not be permitted to review their personnel file if they are subject to an investigation at the time of their request and disclosure of such information would prejudice law enforcement or a government security investigation. An employee may read his personnel file, but may not remove any portion of the file. Upon request, an employee will be provided with a copy of all or part of the personnel file. The employee may be charged a fee for copies of any such records; however, such fee shall be reasonably related to the cost of supplying the requested documents.
 - C. **DISPUTE:** If upon inspection of your personnel file, you disagree with any of the information contained in such file, you may submit a written statement explaining your version of the information together with evidence supporting such version. The Town will maintain such statement as part of your personnel file and will include the statement in any transmittal of the file to a third party.
 - D. **ACCURACY OF INFORMATION:** It is important that your personnel file includes accurate information regarding who should be contacted in case of emergency, current address, personal information, etc. Employees shall notify the Town Administrator as soon as possible of any changes in name, address, telephone number, marital status, dependents and/or beneficiaries.
 - E. **OTHER ACCESS TO PERSONNEL RECORDS:** Only authorized Town employees may access employee personnel records.
- 15-2. PERSONNEL ACTION FORMS:** Personnel Action Forms are used to ensure accurate maintenance of personnel records relative to leave, employment and personal status changes. Submissions of these forms are to be made according to the following procedures:

A. STATUS CHANGES:

1. Personnel Action Forms indicating new hire, changes in position, salary, appointment, dismissal, suspension, transfer, or promotion should be initiated by the Department Head at least two weeks prior to the effective date of such action and forwarded to the Town Administrator's office.
2. Notification indicating changes in address, name, telephone number, marital status, dependents, etc., should be initiated by the employee and submitted to the Department Head two weeks prior to the effective date of such action or as soon as possible. The Department Head will then forward the forms to the Town Administrator.
3. Notification indicating retirement of regular employees should be initiated by the employee and submitted to the Department Head at least ninety (90) days in advance of the planned retirement date.
4. Notification indicating retirement of Department Heads should be initiated by the employee and submitted to the Town Administrator at least six (6) months in advance of the planned retirement date.
5. The Town Administrator is to receive a copy of the written notification of the retirement of employees.

CHAPTER 16

SMOKING POLICY

16-1 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.

16-2 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.~~

CHAPTER 17

SAFETY AND HEALTH

The Town is committed to providing a safe and healthy working environment for all employees. With their assistance, resources can be used to identify and control work-related hazards. All employees are required to bring known and potential hazards and safety issues to the attention of a Department Head. Failure to do so may result in an injury that could otherwise have been avoided.

A Joint-Loss Safety Committee ("JLMC") has been established in accordance with NH RSA 281-A:64 and is comprised of employee and employer representatives from various Town departments. The purpose of the committee shall be to research, study, and review matters and to develop recommendations pertaining to safety and health issues. A copy of all accident/incident investigation reports for worker's compensation and property and liability claims shall be given to the committee for their review. Recommendations are to be submitted to the Town Administrator for further consideration and possible action.

The Committee will hold regularly scheduled meetings and may hold special meetings whenever necessary. Written minutes of each meeting shall be made available to all committee members, Town Department Heads and the Town Administrator. Any implementation of the recommendations of the Joint Loss Safety Committee will be subject to the availability of appropriated funds.

The cooperative effort of each employee and Department Heads in the awareness, acceptance, participation, and preservation of a functional Health and Safety Program is essential and welcomed so suggestions to improve safety should be brought to the attention of a Department Head and/or the JLMC.

A. SAFETY PROGRAMS AND POLICIES:

1. **Seat Belts:** Employees are required to wear seat belts while in the employ of the Town on Town business, whether in a Town vehicle, personally owned vehicles, or the vehicles of others. In addition, passengers are required to wear seat belts in all Town-owned vehicles.
2. **Safety Gear:** Employees are required to wear safety gear, e.g., vests while directing traffic, bullet proof vests, safety helmets, protective eye wear, leather chaps while using chainsaws, etc., in the regular performance of their duties, as determined by their Department Head, and/or local, state or federal laws and guidelines, including any Town insurance providers.

B. SECURITY: It is each employee's responsibility to help ensure that proper security measures are exercised at all times. Employees should be familiar with emergency exits and with alarm systems and the proper steps to take upon hearing them. Any suspicious person or events should be called to the immediate attention of the Lee Police Department.

1. Unfortunately, violence in the workplace has become a reality for many employers. Violence and verbal and physical threats of violence of any kind in the

workplace or on Town property will not be tolerated, and employees engaging in such conduct will be subject to discipline, up to and including termination of employment. If an employee becomes aware of any violence or threat of violence, he must immediately report the matter to the Town Administrator and/or the Police Department.

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CHAPTER 18

ANTI-HARASSMENT AND NON-DISCRIMINATION POLICY

- 18-1. OBJECTIVE:** The Town will not discriminate against any employee or applicant for employment because of race, color, sex, marital status, sexual orientation, genetic information, national origin, religion, age, physical or mental disability, or veteran status, or any other characteristic protected by law.

The Town has established the following Complaint Procedures to address all types of discrimination complaints. Employees have the right to use these procedures without jeopardizing their current or prospective employment status.

The Town believes that each individual employed by us has the right to be free from illegal discrimination or harassment because of **race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, genetic information, physical or mental disability or veteran status**. All employees should be able to work in an environment free from all forms of discrimination, intimidation and harassment, including sexual harassment. All employees must treat each other with courtesy, consideration and professionalism.

To achieve the goal of providing a workplace free from sexual and other illegal harassment and discrimination, the conduct that is described in this policy will not be tolerated and a procedure has been provided by which inappropriate conduct will be dealt with. Where inappropriate conduct is found, the Town will act promptly to eliminate the conduct and impose such corrective actions as are necessary including disciplinary action or termination where appropriate.

Please note that while this policy sets forth the goals of promoting a workplace that is free of sexual or other illegal harassment, the policy is not designed or intended to limit the Town's authority to discipline or take remedial action for workplace conduct which is deemed unacceptable, regardless of whether that conduct satisfies the definition of illegal or sexual harassment or discrimination.

18-2. Definition of Sexual and Other Illegal Harassment

- A. **Harassment** refers to unreasonable conduct or behavior which is personally offensive or threatening, impairs morale, or interferes with the work effectiveness of employees. Examples of harassment include conduct or comments that threaten physical violence; offensive, unsolicited remarks; unwelcome gestures or physical contact, display or circulation of written materials, items or pictures degrading to any gender, racial, ethnic, religious, age, disability or other group listed above; and verbal abuse or insults about or directed at any employee, or group of employees because of their relationship in any of the groups listed above.
- B. **Sexual harassment** includes unwelcome sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

1. submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,
2. such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

- C. **Examples of Conduct:** While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:
1. Verbal: sexual innuendoes, racial or sexual epithets, derogatory slurs, off-color jokes, propositions, threats or suggestive or insulting sounds;
 2. Visual/Non-verbal: derogatory posters, cartoons, or drawings; suggestive objects or pictures; graphic commentaries; leering; or obscene gestures;
 3. Physical: unwanted physical contact including touching, interference with an individual's normal work movement or assault, and;
 4. Retaliation: making or threatening reprisals as a result of a negative response to harassment.
- D. Each employee must exercise his or her good judgment to avoid engaging in conduct that may be perceived by others as harassment.
- E. Harassment can come from superiors, fellow employees, clients, visitors, or vendors. Men as well as women can be victims of sexual or other harassment. **It cannot be stressed enough that the Town will not tolerate any form of illegal discrimination or harassment. Violations of this policy, whether intended or not, will not be permitted.**
- F. All employees should take special note that retaliation against an individual who has complained about sexual or other harassment or discrimination, and retaliation against individuals for cooperating with an investigation of a sexual or other harassment or discrimination complaint is unlawful and will not be tolerated by the Town.

- 18-3. Harassment/Discrimination Grievance Procedure:** Should you feel that you are being harassed or discriminated against or that you have observed harassment or discrimination, please follow these guidelines to help us remedy the problem.
- A. Harassment or discrimination by other employees or by clients or vendors should immediately be brought to the attention of the Town Administrator or the Select Board. These individuals are also available to discuss any questions or concerns you may have and to provide information to you about our policy on sexual or other illegal harassment and discrimination and our complaint process.
 - B. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the problem. No employee of this Town is exempt from this policy.
 - C. If, at any point in the process, a complaining employee is dissatisfied with the investigation being conducted, the employee should bring it to the attention of the individuals listed above.
- 18-4. Harassment/Discrimination Investigation:** When a complaint of harassment or discrimination is filed, the Select Board will promptly coordinate an investigation into the allegation. Complaints will be kept confidential to the extent consistent with the obligation to look into and remedy any harassment or discrimination. For most matters, the investigation will include an interview with the person filing the complaint, an interview with the person alleged to have committed the harassment, and to the extent necessary, interviews with co-employees or other witnesses. All employees are expected to be truthful, forthcoming and cooperative in connection with a complaint investigation. Once the investigation is complete, the Select Board will, as much as possible, inform the person filing the complaint and the person alleged to have committed the conduct of the results of the investigation.
- A. If it is determined that inappropriate conduct occurred, the Select Board will act promptly to eliminate the offending conduct, and where it is appropriate, will impose disciplinary action.
 - B. There may be instances when, depending upon the nature of the allegations of harassment or discrimination, an alleged wrongdoer will be suspended, with pay, pending investigation. Suspension pending investigation should not be considered as a conclusion of wrongdoing.
- 18-5. Disciplinary Action:** The Town will not condone, permit or tolerate unlawful harassment or discrimination in any manner whatsoever. Any employee who is found to have engaged in harassment or discrimination contrary to this policy will be subject to disciplinary action, up to and including suspension or termination, depending, among other things, on the nature of the conduct. As stated previously, this sexual and anti-harassment and discrimination policy is not designed or intended to limit the authority to discipline or take remedial action for workplace conduct which is deemed unacceptable, regardless of whether that conduct satisfies the definition of illegal or sexual harassment or discrimination.

18-6. Retaliation: The Town also prohibits any form of retaliation against any employee for filing a good faith complaint under this policy or for assisting in a complaint investigation. Anyone found to have engaged in such retaliation against a person who has registered a complaint under this policy or to have retaliated against anyone for assisting in the investigation of a complaint, will be subject to disciplinary action up to and including suspension or termination. Any employee who believes that he or she is being retaliated against should bring it to the attention of the Town Administrator or the Select Board, so that appropriate action may be taken.

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CHAPTER 19

DRUG & ALCOHOL FREE WORKPLACE POLICY

- 19-1. GENERAL POLICY.** The purpose of this policy is to implement the Federal Drug Free Workplace Act of 1988 by providing for a safe and productive work environment that is free from impaired performance caused by employee use or abuse of alcohol, controlled substances, and/or medication. Compliance with this policy is a condition of employment with the Town of Lee.
- 19-2. EMPLOYEE RESPONSIBILITIES.**
- A. No employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.
 - B. Any employee convicted under a federal or state statute regulating controlled substances shall notify the Town Administrator within five (5) days after the conviction.
 - C. Employees are prohibited from consuming alcoholic beverages within 4 hours before reporting to work, during work hours, or while at work during breaks or lunches.
 - D. No employee shall be impaired by alcohol, illegal drugs, or medication during work hours, and shall not operate any town vehicle after consuming alcoholic
 - E. No employee shall represent the Town in an official capacity while impaired by alcohol, illegal drugs, or medication.
 - F. No employee using medication that may impair performance shall operate a motor vehicle or engage in safety sensitive functions while on duty for the Town.
 - G. If an employee is using prescription or non-prescription medication that may impair the ability to safely perform duties, the employee shall report that fact to his/her Department Head.
- 19-3. DISCIPLINARY ACTION:** Because of the serious nature of illegal use or abuse of alcohol, controlled substances, and/or medication, violations of this policy will lead to appropriate disciplinary action, up to and including termination.
- 19-4. DRUG & ALCOHOL TESTING:** All offers of employment are contingent upon the successful passage of such tests. The Town requires that some employees submit to drug and alcohol testing as a condition of employment, in accordance with 49 CFR Federal Motor Vehicle Safety. Employees who are required to carry a CDL license will be provided with a copy of the "Drug & Alcohol Testing for D.O.T. Compliance" Policy.

CHAPTER 20

AMERICANS WITH DISABILITIES ACT POLICY

The Town is committed to providing equal employment opportunities to qualified individuals with disabilities, which includes providing reasonable accommodation to qualified applicants to allow them to perform essential job duties. In general, it is your responsibility to notify your Department Head of the need for an accommodation of any physical or mental disability, which substantially limits a major life activity. When appropriate, we may need your permission to obtain additional information from your physical or other medical or rehabilitation professionals to document that you have a disability and to assist us in assessing any functional limitations for which a reasonable accommodation may be needed. All medical information will be treated as confidential in accordance with the American with Disabilities Act (ADA).

The Town will take all requests for accommodations seriously and will promptly determine whether the employee is a qualified individual with a disability and whether a reasonable accommodation exists, which would allow the employee to perform the essential functions of the job without imposing an undue hardship on the Town or other employees.

CHAPTER 21

EMPLOYEE EMAIL, INTERNET, AND COMPUTER USE POLICY

- 21-1. INTRODUCTION:** This chapter provides guidelines for employees' use of technology and electronic communication. It is intended to promote the safe and suitable use of Town of Lee electronic resources and communications. Computers, telephones, email, voicemail, facsimile, and all accompanying systems are valuable resources for the success of the Town and for our employees. These resources (hereinafter "Communication Systems") are the Town's property and it is the employee's responsibility to ensure that these resources are used for proper business purposes and in a manner that does not compromise the confidentiality of the Town's proprietary, confidential or other sensitive information. Employees shall have no expectation of privacy in the use of such Town property. This policy applies to each and every employee of the Town, and to any other person who uses the Town's computers, email, telephones, voicemail or other systems. It is the responsibility of the individual employees and department heads to adhere to the following sections.
- A. **DEFINITIONS:** for the purposes of this Policy:
1. "IT" refers to either the Town employee in charge of these "Communication Systems" or the outside consultant that provides these services to the Town.
 2. "Employee" refers to a person who is either employed by the Town or is an authorized volunteer, such as Committee or Commission members and elected officials.
- 21-2. EQUIPMENT:** The Town Communication Systems, including but not limited to telephones, cell phones, computers, projectors, Global Positioning System (GPS) receivers, video, or audio equipment shall not be operated by non-Town employees. Department Heads are responsible for proper use of all equipment used and/or maintained by their departments.
- 21-3. COMMUNICATIONS SYSTEMS:** Access to the Town of Lee Communication Systems is provided to Town employees to promote communication with people and access to resources both within and outside the Town's network. Network access is provided for official Town business purposes and will be authorized individually for each employee by their Department Head in conjunction with IT. Work done on the Town's Communication Systems can be monitored. Employees should be aware that all work performed on the network remains the property of the Town.
- 21-4. COMPUTER EQUIPMENT AND SOFTWARE INSTALLATION:** Town software shall not be downloaded onto an employee's personal computer. Town software use must be consistent with licenses and agreements. IT must be notified and approve any downloading and installation of software. Departments engaging in software licensing, maintenance agreements, and/or computing equipment shall consult with IT before implementation.

21-5. GENERAL COMPUTER USE: Certain uses are prohibited for Town computers. In order to maintain the confidentiality of individual workers, accessing the files of others without permission is prohibited, except by IT as provided for under section 23-8. One also shall not log onto the network with a login name belonging to someone else. Employees must not reveal their passwords except to their own Department Head and IT. If an employee is uncomfortable revealing a password it will be reset to allow work on those systems. Employees shall complete a training session before they are authorized to use the network. Computer use is a privilege and employees are expected to use good judgment while using the computer system.

A. ACCESS: Employees shall not share passwords, or provide email/voice mail access to an unauthorized user, or access another user's email/voice mail without authorization. Employees shall not post, display or make easily available any systems access information, including, but not limited to, passwords, host names, addresses, etc. Employees shall not leave files, sessions, or connections open, unattended or otherwise available.

1. In order to preserve limited resources, emails, voice mails, files, directories, folders, etc., should be deleted through the normal course of business, unless otherwise required by law to preserve certain information.
2. Certain departments, such as the Police and or Finance, may need to maintain control of passwords due to outside regulatory or State or Federal agency requirements.

21-6. ELECTRONIC COMMUNICATION PRIVACY ACT (ECPA of 1986): The Town's email and internet communications are not private and may be monitored.

21-7. EMAIL AS MUNICIPAL RECORD: A professional demeanor must be adhered to at all times, similar to telephone use. How email differs from telephone use is that words said on the telephone are lost to the moment, whereas email software retains a permanent record of all messages sent. Emails should be considered as if each will be publicized and so a civic writing style should be developed. Temptations to concede to a casual style of communication should be avoided. Another way in which computer communication is unlike other styles of communication is that data is never truly deleted. Email can be subpoenaed and used in lawsuits. E-mails drafted at work or even at home may be regarded as a public record under certain circumstances per RSA 91-A.

21-8. NO PRESUMPTION OF PRIVACY: Employee email communications are not private despite any such designation either by the sender or the recipient. Users shall have no expectation of privacy with respect to anything they create, store, send or receive in connection with their use of the Town's Communication Systems. Passwords and user IDs are designed to protect the Town's confidential, private and/or proprietary information from outside parties, not to provide users with personal privacy in the messages. All data in the Town's Systems may be accessed, monitored or reviewed by the Town even if the information has been deleted, or has been entered into the system on a "confidential" or "personal" basis. The Town reserves the right to disclose the contents of any such material for any purpose and to any person the Town's management deems appropriate. Employees who use their own equipment to connect to the Town from outside the Town premises or from home should know that any communications that are delivered to or sent

through the Town's Communication Systems may leave copies behind on the Town system, and are subject to all of the terms and provisions of this policy. Employees should also be aware that system-wide back-ups are routinely made, meaning that deleted messages may be recovered and reviewed. If employees wish to communicate privately, do not use the Town's Communication Systems.

- 21-9. N.H. RIGHT TO KNOW LAW:** New Hampshire's Right to Know Law (RSA 91-A) is founded on the principle that "openness in the conduct of public business is essential to a democratic society." This ensures the greatest possible public access to the actions, discussions, and records of all public bodies, and their ensuing accountability to the people. These laws include email and other computer communications.

The Town expects that emails shall be composed in a manner consistent with other public communications representing the Town. Employees must also avoid discussing public business in chat rooms, personal email, social or professional networking websites, or any private forum.

- 21-10. FORWARDING:** It is important not to forward confidential communication, such as discussions with the Town's Attorney(s) over email. The accidental or purposeful forwarding of this message could destroy attorney/client privilege. Any email can be forwarded, so it is important not to communicate in a way which could be disconcerting at a later point in time for the writer.

- 21-11. INAPPROPRIATE COMMUNICATIONS:** Materials which are fraudulent, harassing, embarrassing, sexually explicit or offensive (including subjectively offensive), profane, obscene, intimidating, defamatory, or otherwise unlawful or inappropriate shall not be sent via email from Town Offices or viewed or displayed via the internet on the Town network. Any such violation shall result in disciplinary action, up to and including termination.

- 21-12. PERSONAL USE OF TOWN COMPUTERS:** Short personal emails during the workday that are not otherwise in violation of Town policy or applicable law are acceptable. This is similar to personal telephone use. It is expected that employees will limit their personal email use to those situations which cannot otherwise be handled during nonworking hours, such as during lunch. The Town reserves the right to limit or withdraw the right to use Town computers by Town employees at any time, for any reason. As with personal email and phone calls, short duration personal use of Internet is permitted to the extent it does not otherwise violate this policy or interfere with work performance or productivity. This personal use is limited to said employee's work station.

- 21-13. PROHIBITED USES AND SOCIAL MEDIA/INTERNET USE:** Employees shall not use Town computers, e-mail systems, and Internet access accounts for personal reasons except as noted herein. Employees that browse Internet web sites should please be aware that their activities may be monitored, without prior notice and without any advance warning apart from this policy. Internet access will be authorized to employees who have a need for this business tool at the discretion of their respective Department Head. The employee who has access to the Internet should be aware that a transaction log is kept of all internet sites visited by each employee. These logs may be reviewed to identify inappropriate use of the internet. In order to protect the Town of Lee's computer resources,

downloading non-work related software is prohibited. Further, the Town prohibits certain activities, which are not appropriate in a professional business environment.

A. While it is impossible to list every type of activity that would be considered an improper use of the Town's Communication Systems and is therefore prohibited, the following is a non-exhaustive list of specific examples of activities that are not permitted.

1. Use in violation of any other Town policy;
2. Downloading software, songs, movies;
3. Utilizing bandwidth-intensive Internet-based services such as music/MP3 sites and video;
4. Using the Town's computer resources for any unlawful purpose or to store or transmit unlawful material. Examples of unlawful materials include child pornography, libelous and defamatory material, including material that disparages members of the public, Town Board members, officials, employees or Town vendors, and copyrighted, trademarked, and other proprietary or confidential material used without proper authorization from the owner of the rights thereto;
5. Transmitting, retrieving, downloading, printing or storing messages or images that are offensive, derogatory, off-color, sexual in content, or otherwise inappropriate in a business environment;
6. Using the Town's computer resources to harass other employees or members of the public, including making remarks regarding age, marital status, race, creed, sex, genetic information, color, national origin, physical or mental disability status or sexual orientation, or other protected classification in violation of the Town's Anti-Harassment Policy, including making remarks which are derogatory or defamatory toward any person; making remarks that could be construed as harassment, including sexual harassment;
7. Using threatening, obscene or abusive language in connection with the use of the Town's computer system;
8. Disclosure of an individual's personal information without appropriate authorization;
9. Transmission of confidential or sensitive employee health-related or genetic information, to anyone unauthorized to access that information;
10. Forwarding of email from legal counsel or the contents of that mail, to individuals outside of the Town without the express authorization of counsel;
11. Using the Town's computer resources to pursue a business not part of the general business of the Town;
12. Gambling or wagering;
13. Storing or transmitting programs containing viruses, worms, Trojan horses, or tools to compromise the security of the Town or other sites with the exception of materials used in the course of the Town's business;
14. Discussing the Town's confidential or proprietary information on any part of the computer system that is publicly accessible. Transmitting to any third person the Town's confidential or proprietary information without written permission from the Town. Employees may not communicate

information about the Town's business anonymously online. This includes participation in chat rooms, bulletin boards, email discussions, personal websites, social media websites, and web logs (BLOGS).

- B. The Town recognizes the growing use of blogs, social networking and media sites for communication and dissemination of information, i.e. Facebook, Twitter, LinkedIn, etc. It also recognizes the growing use by Town Departments of these as an opportunity to communicate and take public input. Improper use may lead to disciplinary action as outlined in section 23-15. When posting on behalf of the Town to any website or social media website, employees are asked to follow the following guidelines:
 - 1. Be relevant to your area of expertise
 - 2. Do not be anonymous
 - 3. Maintain professionalism, honesty and respect
 - 4. Apply a "good judgment" test for every activity related to the Town: Could this be a breach of confidentiality or a violation of the Town's code of conduct? Is it negative commentary regarding the Town of Lee?
- C. Exceptions to the above mentioned prohibited acts that are not otherwise in violation of Town policy or applicable law can only be granted by the Select Board.

21-14. COPYRIGHTED MATERIALS: The Town's Communication Systems cannot be used to illegally send or receive copyrighted materials, trade secrets, proprietary financial information, or other confidential information, without authorization from the proper authority. If an employee is uncertain about the nature of the information being sent, then that employee must obtain clarification.

21-15. VIOLATIONS: If an employee violates these policies, the following actions may be taken.

- A. The Town will limit the employee's administrative access to his system, such as the ability to install updates, or download programs and files.
- B. Any employee who violates this policy may be subject to discipline, from warning up to and including termination. Unlawful use may also result in referral for criminal prosecution.

CHAPTER 22

FRAUD PREVENTION POLICY

22-1. INTRODUCTION: The Town of Lee recognizes the importance of protecting the municipality, its taxpayers, its employees and its assets against financial risks, operational breaches, and unethical activities. Therefore, the Select Board and management must clearly communicate the Fraud Prevention Policy to both internal and external customers, vendors and employees.

The Town recognizes a zero tolerance policy regarding fraud and corruption. All complaints raised by any source will be taken seriously and properly investigated. This policy covers all Town employees and officials. Additionally, this policy covers all vendors, agents and contractors and employees to the extent that any Town resources are involved or impacted.

- A. Fraud is defined as an intentional deception, misappropriation of resources or the manipulation of data to the advantage or disadvantage of a person or entity. Some examples of fraud include:
1. Falsification of expenses and invoices
 2. Theft of cash or fixed assets
 3. Alteration or falsification of records
 4. Failure to account for monies collected
 5. Knowingly providing false information on job applications
 6. Knowingly providing false information in requests for funding
 7. Using Town equipment, facilities, supplies or funds for purposes unrelated to Town business.
 8. Obtaining Town funds or compensation through dishonesty.
- B. The impact of fraud may include:
1. The actual financial loss incurred
 2. Damage to the reputation of the Town and its employees
 3. Negative publicity
 4. The cost of investigation
 5. Loss of employees
 6. Loss of public confidence
 7. Damaged relationships with our contractors and suppliers
 8. Litigation
 9. Damage to employee morale
- C. Corruption is defined as the offering, giving, soliciting or accepting of an inducement or reward that may improperly influence the action of a person or entity. Some examples of corruption include bribery, conspiracy and extortion.

22-2. PURPOSE: The purpose of this policy is to communicate the Town's policy regarding the deterrence and investigation of suspected fraud and corruption by employees and others, and to provide specific instructions regarding appropriate action in case of suspected violations.

22-3. RELATED POLICIES: This is a Town Policy which is designed to augment other Town policies and is not intended to replace or preclude them. Should an overlap arise between the application of this policy and any other policy, the policy most specific to the situation will apply.

22-4. REPORTING OF FRAUD OR CORRUPTION: Allegations and concerns about fraudulent or corrupt activity may come from various sources including employees, vendors, members of the public, results of internal or external audit reviews, or from any other interested parties.

A. All employees and officials have a duty to report concerns they have or information provided to them about the possible fraudulent or corrupt activity of any officer, employee, vendor or any other party with any association with the Town. Any person who has a reasonable basis for believing fraudulent or corrupt acts have occurred has a responsibility to report the suspected act immediately.

B. Concerns should be reported to one of the following, depending on the circumstances: the employee's Department Head, the Town Administrator or the Select Board. All reports will be taken seriously and will be investigated appropriately.

C. Retaliation and retribution will not be tolerated against any employee or officer who reports suspected fraudulent or corrupt activities. The Town also recognizes that false statements of fraud may have serious effects on innocent people. Employees found to have made false statements of fraud will be subject to disciplinary action including possible termination of employment.

22-5. RESPONSIBILITIES: Due to the important yet sensitive nature of the suspected violations, effective professional follow up is critical. Department Heads, while appropriately concerned about "getting to the bottom" of such issues, should not under any circumstance perform investigative or other follow up steps on their own. Concerned but uninformed employees represent one of the greatest threats to proper incident handling. All relevant matters, including suspected but unproved matters, should be referred immediately to those with follow up responsibility.

A. Additional Responsibilities of Department Heads: All employees have a responsibility to report suspected violations. However, employees with supervisory and review responsibilities at any level have additional detection duties. Specifically, personnel with review authority have additional responsibilities.

deterrence and
three

1. First, you must become aware of what can go wrong in your area of authority.

2. Second, you must put into place and maintain effective monitoring, review and control procedures which will prevent acts of wrongdoing.
 3. Third, you must put into place and maintain effective monitoring, review and control procedures which will detect acts of wrongdoing promptly should prevention efforts fail.
- B. Authority to carry out these additional responsibilities is often delegated to subordinates. However, accountability for their effectiveness cannot be delegated and will remain with Department Heads.

22-6. AUTHORITY FOR INVESTIGATION AND FOLLOW UP: The Town Administrator, under the direction of the Select Board, shall have the primary responsibility for all investigations involving the Town and all departments. Should the Town Administrator have a conflict of interest, the Police Chief shall have primary responsibility. Should the Police Chief have a conflict of interest, an appropriate replacement shall be appointed who may be a member of an outside investigatory agency such as the State Police or the Office of the State Attorney General. Such appointment shall be made by the Select Board.

- A. **INVESTIGATIVE TEAM:** In cases where the Town Administrator does not have a conflict of interest, the Town Administrator, under the direction of the Select Board, shall be responsible for appointing an investigatory team, which shall in all cases include the Police Chief, or his designee if the Police Chief is the subject of the investigation. The Town Administrator may request the assistance of the Finance Officer in any investigation, including access to periodic examinations and evaluations of internal controls.
- B. Subject to applicable laws, properly designated members of the investigative team will have:
1. free and unrestricted access to all municipal records
 2. the authority to examine, copy and/or remove all or any portion of contents of files, desks, cabinets, and other storage facilities (whether in electronic or other form) without the prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of investigative or related follow up procedures
- C. All investigations of alleged wrongdoing will be conducted in accordance with applicable laws and town procedures.

22-7. REPORTED INCIDENT FOLLOW UP PROCEDURES: Care must be taken in the follow up of suspected fraud and corruption to avoid acting on incorrect or unsupported accusations, to avoid alerting suspected individuals that follow up and investigation is underway, and to avoid making statements which could adversely affect the town, an employee, or other parties. Investigative or other follow-up activity will be carried out without regards to the suspected individual's, position or level, or relationship with the municipality.

- A. Accordingly, the general procedures for follow-up and investigation of reported incidents are as follows:
1. Employees and others who discover, suspect, or are informed of fraudulent or corrupt activity must immediately report all factual details to their Department Head and/or Town Administrator.
 2. Any Department Head made aware of an incident or activity by any individual shall immediately communicate the reported activity or incident to the Town Administrator.
 3. The Town Administrator has the responsibility for follow up on all reports and, if appropriate, ordering investigation of all reported incidents.
 4. All records related to the reported incident will be retained wherever they reside.
 5. Except when warranted as part of the investigation, no individuals involved in the investigation shall communicate with the suspected individuals or organizations about the matter under investigation.
 6. The Town Administrator will also notify the Auditors, if necessary.
 7. The Town Administrator may also obtain legal advice at any time throughout the course of an investigation or other follow up activity on any matter related to the report, investigation steps, proposed disciplinary action or any anticipated litigation.
 8. Except as determined by the Town Administrator when in the best interest of the Town, neither the existence nor the results of investigations or other follow up activity will be disclosed or discussed with anyone other than those persons who have a legitimate need to know in order to perform their duties and responsibilities effectively.
 9. All inquiries from an attorney or any other contacts from outside of the municipal government, including those from other law enforcement agencies or from the employee under investigation, should be referred to the Town Administrator.

22-8. CORRECTIVE ACTION: Final determination regarding action against an employee, vendor, recipient or other person found to have committed fraud or corruption will be made by the Select Board.

- A. Offenders at all levels of the Town will be treated equally as the facts warrant regardless of their position or years of service with the Town. Determinations will be made based on a finding of facts in each case, actual or potential damage to the Town, cooperation by the offender and legal requirements.
- B. Depending on the seriousness of the offense and the facts of each individual case, action against an employee can range from written reprimand and a probationary period up to termination and pursuit of legal action – either civil or criminal.
- C. Depending on the seriousness of the offense and the facts of each individual case, action against non-employees, will be termination of contracts up to pursuit of legal action—either civil or criminal.

- D. Upon conclusion of an investigation, recommendations may be made to the Town Administrator and appropriate Department Head where required in order to minimize future risk. Management is responsible for implementing the appropriate controls to prevent reoccurrence.
- E. The Town will pursue recovery of monetary losses when appropriate.

22-9. QUESTIONS OR CLARIFICATIONS RELATED TO THIS POLICY: All questions or other clarifications of this policy should be addressed to the Town Administrator, who shall be responsible for the administration, revision, interpretation, and application of this policy.

DRAFT 100814

**RECEIPT AND ACKNOWLEDGMENT
OF PERSONNEL POLICIES AND PROCEDURES MANUAL**

This Personnel Policies and Procedures Manual is an important document intended to help you become acquainted with the Town. This Manual will serve as a guide; it is not the final word in all cases. Individual circumstances may call for individual attention.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Manual.

1. I understand that it is my obligation to read the Personnel Policies and Procedures Manual. I understand that the policies described in this Manual are subject to change at the Town's sole discretion at any time.
2. I acknowledge that I have the right to terminate my employment with the Town at any time without notice. In turn, I acknowledge that the Town has the right to terminate my employment in its sole discretion, subject to any statutory or federal or state constitutional requirements.
3. I am aware that the descriptions of benefits in this Manual are not contractual in nature and do not guarantee any continuance of said benefits.
4. I am aware that during the course of my employment, confidential information may be made available to me. I understand that this confidential information must not be given out or used outside of Town premises or with non-Town employees, except as required by law.
5. I understand that my signature below indicates that I have read and understand the above statements.

I have received a copy of the Personnel Policies and Procedures Manual, adopted by the Select Board on _____

Employee Name (please print)

Employee Signature

Date



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

Office Use Only	
Meeting Date:	<u>10/27/14</u>
Agenda Item No.	<u>7</u>

BOARD OF SELECTMEN
MEETING AGENDA REQUEST

10-27-14
(Meeting Date Requested)

Agenda Item Title: REQUEST TO PURCHASE OPEN TOP ROLL-OFF CONTAINER

Requested By: ROGER RICE Date: 10-21-14

Contact Information: 0-659-7239

Presented By: ROGER RICE

Description: 33x10 OPEN TOP CONTAINER

Financial Details: \$5,195.- FOR LEE IN CIP BUDGET

Legal Authority C.I.P. BUDGET 2014/2015
(usually NH RSA and/or Town Ordinance/Policy):

Legal Opinion:

REQUESTED ACTION OR RECOMMENDATIONS:

Atlantic Recycling Equipment, LLC Quotation

Refuse Equipment Sales and Service

**P.O. Box 609
 Rollinsford, NH 03869
 Phone 603.749 2414 Fax 603.749 2421**

DATE 10/20/2014
Quotation #
Customer ID

Submitted To:

Name Roger Rice
 Company Town of Lee
 Address 7 Mast Road
 City, State ZIP Lee, NH 03824
 Phone

Quotation valid until: 45 days

Prepared by: JIM O'REGAN

Print #:

Comments or Special Instructions:

Description	AMOUNT
Please find a quote to the following: 1-33 yard Open Top Container Roll-Off 24' feet long Stock Standard 12 gauge sides and tubes 7 gauge floor / soild bullnose	\$4,895.00
F.O.B. Lee NH Transfer Station Color to be green	\$300.00
THESE PRICES DO NOT INCLUDE ANY APPLICABLE TAXES.	TOTAL \$5,195.00

Payment Terms: 30 DAYS

Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge to this estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry all necessary insurance coverage. Our employees are fully covered by workers compensation insurance.

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Acceptance:

The above quoted pricing, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the job.

Authorized

Signature: _____

Date: _____

If you have any questions contact Jim O'Regan, 603.749 2414 joreganatlanticrecyclingequipment.com

THANK YOU FOR YOUR BUSINESS!

U.S. MANUFACTURING COMPANY LLC

26 Years of Experience
 "Contributing in Cleaner Environment"

Physical Add: 35 East Main St., Middleboro, MA 02346
 Off: 508-947-1622 Fax: 508-947-1644 Cell: 774-218-1192/774-218-3107
 E: usm.dumpsters@gmail.com W: www.usmdumpsters.com

Town of Lee

October 23, 2014

Roger Rice
 Tel: 603-659-2239
 Fax: 603-659-7202
 Cell: 603-969-9626
 Email: rrice@leenh.org
 Add: 31 Mast Rd., Lee, NH 03861

TO WHOM IT MAY CONCERN

As per our telcon, here is the quotation for the customized container:

Qty	Specification of container	Unit Price	Acc. Price
01	CUSTOMIZED CABLE OPEN TOP CONTAINER	4,750.00	4,750.00
		Total Net	4,750.00
	SPECIFICATIONS OF CONTAINERS LENGTH 24'; WALLS 5'2"; WIDTH 8' PAINT GREEN	Tax @ 6.25%	0.00
		Delivery Charges	200.00
		Total	\$4,950.00

This price includes:

- 11 GA WALLS
- 3/16 GA FLOOR WITH 3" STRUCTURAL CHANNEL SUPPORTS 16" ON CENTER
- 3X5-1/2 FORMED TUBING ON SIDE WALLS SUPPORTS 24" ON CENTER
- 4X4 TUBING ON TOP OF WALLS
- HEAVY DUTY NOSE ROLLERS AND BOGGIE WHEELS WITH GREASE FITTINGS
- PRIME PAINTED AND FINISH PAINT-CHOICE OF COLOR

If you should have any queries, please feel free to call us

Regards,

Sabeen T Amin

617-364-4930
 800-441-5101
 617-364-7014 FAX



Maguire Equipment Inc.

P.O. Box 13 • Readville, MA 02137-0013 • Sales, Installation & Service of Industrial Waste Equipment

October 23, 2014

Town of Lee
 7 Mast Road
 Lee, NH 03861
 Attn: Roger Rice (603)-659-7292 FAX

RE: 33 Yard Open-top Container

Dear Mr. Rice:

Thank you for allowing Maguire Equipment Inc. to quote you on the following Solid Waste Handling Equipment.

1 Wastequip 33 Yard Open-top Container with 12 gauge side & tubes, 24' long, (4) ground rollers, camlock door, tarp rails and solid bullnose.	\$5,150.00
Freight to Lee, NH.	500.00
	\$5,650.00

Delivery is 4 weeks from receipt of order.

Should you need any additional information please do not hesitate to contact my office.

Yours truly,

Thomas Maguire
 Maguire Equipment Inc.

TM/sm

OYSTER RIVER COOPERATIVE SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
36 Coe Drive
Durham, New Hampshire 03824

Telephone: 603-868-5100

Facsimile # 603-868-6668

October 10, 2014



David Cedarholm, Chairman
Lee Select Board
Town Hall
7 Mast Road
Lee, NH 03861

Dear Chairman Cedarholm,

The Oyster River Cooperative School District is forming a committee to begin the process of reviewing options for the current middle school. The committee will focus on whether the current middle school meets the needs of our students. This committee will meet approximately six times a year for 1 to 1½ hours each time during the school year.

It would be helpful to this process if a selectman could be appointed to this committee to ensure that Lee has a voice on this committee as decisions could have an impact on the entire ORCSD community. We estimate that the entire process will take 3 school years to complete.

Please contact me with any additional questions that you may have.

Sincerely,

A handwritten signature in blue ink that reads "Dr. James C. Morse, Sr." in a cursive style.

Dr. James C. Morse, Sr.
Superintendent

✓ Cc: Town Administrator

EMPLOYMENT AGREEMENT

AGREEMENT made this 13th day of October, 2014, (the "Effective Date") by and between The Town of Lee, a municipal corporation in the State of New Hampshire (hereinafter "Town") and Julie E. Glover (hereinafter "Administrator") and collectively referred to as the "Parties."

In consideration of the mutual covenants and agreements set forth below, the Parties agree as follows:

1. Duties/Responsibilities

A. The Town hereby employs the Administrator as its Town Administrator, subject to the direction of the Town Board of Selectmen, to perform those duties normally attendant to the position of Town Administrator and as more specifically set out in the Town Administrator job description (dated 8/12/08, modified 10/29/12) incorporated herein by reference and attached hereto as Exhibit 1 of this Employment Agreement.

B. The Administrator shall be responsible for and supervise the overall scope of the Town's day-to-day business and management of Town properties. As a part of the management of the Town's business, the Administrator shall perform the following duties which shall include, but not be limited to:

i. Preparation of an annual budget which shall address the ongoing needs and working of the Town;

ii. Presentation of an annual budget to the Town's Budget Committee, so as to include a line item income and expense report;

iii. Oversee the expenditures of all municipal departments of the Town to insure overall budgetary compliance and accountability;

iv. Act as the Town's Human Resources Director with responsibility for supervision of Town office staff, maintaining the authority to hire and fire all employee subordinates of the Town Administrator;

v. Oversee and administer the assessment and appraisal of all taxable property within the Town on a regular and predetermined schedule;

vi. Insure compliance with all municipal, State of New Hampshire and Federal document preparation, completion and filing as may be, from time to time, required by statute, ordinance or otherwise and present such documentation, as required, for execution by the Board of Selectmen;

vii. Attend all regularly scheduled and all special meetings of the Town's Board of Selectmen;

viii. Serve as liaison of the Town and Board of Selectmen with various municipal, state and federal agencies, as well as serving as liaison between the Board of Selectmen and the Town's Department heads, Town Committees and Commissions.

2. Term

A. The term of this Employment Agreement shall be for a period of one (1) year, commencing on January 1, 2015, the Effective Date and ending on December 31, 2016.

B. This Employment Agreement shall automatically renew for an additional one (1) year term, at the end of each effective term of employment, and shall continue to renew annually unless the Town or Administrator provides written notice sixty (60) days prior to the completion of any terms, of an intent to not renew this Employment Agreement at the end of a term. If either party wishes to terminate the agreement within 60 days of its end, 60 days notice must be provided.

3. Termination

A. The Administrator may terminate this Employment Agreement, at any time, by providing thirty (30) days written notice of an intent to terminate this Employment Agreement. Termination shall be effective on the thirtieth (30th) day following the provision of the notice described herein.

Upon termination under this provision, the Administrator shall be entitled to compensation for any accrued and unused vacation time and sick leave

B. The Town may terminate this Agreement, at any time, by providing the Administrator written notice of its intent to terminate under the following provisions:

i. For cause: If the Town Administrator is terminated as a consequence of and following conviction of any criminal offense or because of a finding of intentional gross misconduct, termination shall be effective upon written notice of such termination by the Town and the Administrator shall not be entitled to any form of severance benefit or compensation or accumulated sick leave, of any kind, other than accrued and unused vacation leave.

ii. Without cause: If the Town Administrator is terminated by the Town, by thirty-day written notice of intent to terminate her employment, and the Administrator is willing and able to perform the duties described in this Employment Agreement, in such event the Town shall pay to the Administrator a lump sum severance payment equal to six (6) months salary, accumulated and unused vacation time and six (6) months paid health and dental insurance benefits.

C. It is agreed that the Administrator serves in this position at the will of the Board of Selectmen. Additionally, nothing in this Agreement shall prevent or otherwise interfere with the right of the Administrator to resign at any time consistent with the requirements of this Agreement. In the event the Town chooses not to renew this Employment Agreement at the completion of the term, the administrator shall be entitled to the severance provisions provided in paragraph 3 B ii.

4. Compensation

Effective January 1, 2015, the Town Administrator's annual salary shall be \$69,360.

The Administrator shall also be entitled to the same COLA's that are granted to other Town employees and shall be provided such additional or further compensation above her base salary as may be voted by the Board of Selectmen based on her annual performance review.

The Town will update and modify its Labor Grade and Wage Schedule, from time to time, as required by the needs of the Town and at the discretion of the Board of Selectmen, but under no circumstances shall the Administrator's pay be reduced below the then-current amount. The Board of Selectmen retains the right to reduce pay for the Town Administrator as part of the Board's fiscal duties for the Town and consistent with an across-the-board pay reduction for all Town employees.

5. Annual Review

The Town will conduct a review of the performance of the Administrator three (3) months prior to the completion of any term of employment under this Agreement. This performance review will provide a basis for ongoing employment of the Administrator. The results of this performance review shall be provided to the Administrator in writing within 30 days of the annual performance review.

6. Hours of Work

The Administrator shall be at work during normal business hours when the Town Offices and Board of Selectmen's Office are open to the public. The Administrator is expected to attend all meetings and hearings of the Town's Board of Selectmen.

7. Vacation/Sick Leave and Holidays

As of the effective date of this Employment Agreement, the Administrator shall be entitled to twenty five (25) days of paid vacation on an annual basis, to be calculated on an accrual basis each month. The Board of Selectmen shall approve all vacation time and similar absences in excess of three days duration. The Board may, at its discretion,

grant advancement in vacation. The Administrator shall not accrue more than fifty (50) days vacation. The Administrator may elect payment on June 30 of any year for unused vacation days, not to exceed more than ten (10) days per year.

Sick leave shall be provided to the Administrator in accordance with the Town's then current and existing Personnel Policy, the provisions of which are incorporated herein by reference.

The Administrator shall be entitled to the same paid holidays as all other employees.

8. Insurance

The Administrator shall be entitled to health insurance, dental insurance benefits, life insurance, short-term and long-term disability insurance as provided for and as may be described in the Town's then current Personnel Policy the terms and provisions of which are incorporated herein by reference.

9. Dues and Subscriptions/Professional Development

The Town agrees to pay for certain professional dues and subscriptions necessary for the Administrator to maintain participation in local, regional, state and national municipal associations necessary for the Administrator's professional development and for the benefit of the Town. Such subscriptions and memberships may include, but not be limited to, International City Management Association, New Hampshire Municipal Association, the Local Government Center and other associated groups and committees thereof within which the Administrator may serve as a member.

The Town agrees to fund the Administrator's attendance, including travel and lodging, at certain meetings of these municipal organizations so as to allow the Administrator to continue necessary Professional development.

Membership costs and travel expenses described herein shall be presented to the Board of Selectmen through the annual budget process.

If the Administrator in the performance of her duties must travel in her own private vehicle, the Administrator will be reimbursed at the current IRS rate per mile. It is the Town's policy to utilize Town vehicles whenever possible.

10. Modification

This Employment Agreement may not be orally canceled, changed, modified or amended, and no cancellation, change, modification or amendment shall be effective or binding, unless in writing and signed by the parties to this Employment Agreement.

11. New Hampshire Retirement System

The Town Administrator shall participate in the New Hampshire Retirement System. The eligibility requirements and benefits provided are as established by the State of New Hampshire

12. Strict Performance/Waiver

No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a right or remedy hereunder shall constitute a waiver of such condition or provisions. No waiver or any breach shall affect or alter this Agreement, but each and every covenant, condition and term of the Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

13. Entire Agreement

This Agreement contains the final, complete and exclusive understanding of the Parties with respect to the subject matter hereof. Each party acknowledges having had the opportunity to conduct whatever investigation desired to determine whatever facts deemed relevant and to consult with whatever advisors, including legal counsel, deemed necessary and appropriate prior to entering into this Agreement.

The parties acknowledge that there have been negotiations which have preceded the execution of this Agreement and that neither party is relying upon any promise or representation or statement of fact or law, express or implied, oral or written, concerning the subject matter of this Agreement, which is not itself contained herein.

14. Construction

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

The Parties agree that this Agreement shall not be construed more severely against one of the Parties than the other, regardless of the respective bargaining power of the Parties, the identity of the drafter of this Agreement or otherwise. No term of this Agreement may be contradicted by evidence of any prior or contemporaneous oral agreement, promise, representation or understanding.

15. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of New Hampshire.

16. Headings

The paragraph captions or headings are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.

17. Arbitration

Any controversy, dispute or disagreement arising out of or relating to this Agreement, or any claim or breach thereof shall be finally determined by arbitration, which shall be conducted in New Hampshire in accordance with the Rules of the American Arbitration Association and judgment on the award rendered by a single arbitrator may be entered in any court having jurisdiction thereof. In this regard, the Agreement, and this arbitration provision, shall be subject to NH RSA 542.

18. Binding on Successors and Assigns

The rights, benefits, duties and obligations under this Agreement are personal to the Parties and shall not inure to or be binding on the Town's successors and assigns.

Intending to be legally bound, the Parties have executed this Employment Agreement on this ____ day of _____, 20 ____.

Town of Lee, New Hampshire
by its Board of Selectmen
Duly Authorized

Julie E. Glover
Town Administrator
Town of Lee, New Hampshire

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

October 21, 2014

David Cedarholm, Chairman
Board of Selectmen
7 Mast Road
Lee, NH 03861

Re: Issuance of building permits

Dear Chairman Cedarholm:

It has been past practice for residents who wish to build a structure on easement land to seek approval from the Conservation Commission and the Board of Selectmen prior to the issuance of a building permit. John and Carol Hutton have recently applied for a building permit to build a 3-sided hog shelter and a drive-thru sled shelter both attached to the existing hay barn. The entire structure will be located on the easement land.

Attached you will find a letter from the Conservation Commission stating that they have no issues with the construction of these structures.

Upon approval from the Board, building permits will be issued.

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

Sincerely,



Caren Rossi
Planning/Zoning and Health Administrator

OCT 15 2014

APPLICATION FOR BUILDING PERMIT
TOWN OF LEE, NEW HAMPSHIRE

Date Filed: 10/15/14 Tax Map #: 20-07-00 Permit #: _____

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

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

Size of new construction in sq. ft.: 2424 Hog Barn
1620 sled Barn
886 Number of Bedrooms in New Homes: _____

Existing Building on lot used for: Residential Commercial

Name of Owner: John Hutton

Corporation or Trust: _____

Address: 118 N. River Rd City: Lee State: NH Zip: 03861

Telephone # (H): (603) 654-3572 (W) (603) 817-6646

Project Street Address (if different): _____

Contractor: John Hutton Address: _____

Telephone #: _____ Pager/ Mobile Phone #: _____

Foundation Contractor: _____ Address: _____ Phone: _____

Masonry Contractor: _____ Address: _____ Phone: _____

Plumbing Contractor: _____

Address: _____ Phone: _____ Lic. #: _____

Electrical Contractor: _____

Address: _____ Phone: _____ Lic. #: _____

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

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

OCT 15 2014

Permit Issue Date: _____

Estimated Cost of Construction: \$45,000 Fee: \$29.00

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

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

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

Signature of Owner: [Signature]

Signature of Applicant: [Signature]

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

Signature of Owner: [Signature]

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

Comments/Other Information: 24x24 Three sided Hog shelter
16x20 Drive thru steel shelter
Attached to existing hay barn
All on easement land

Date of Approval: _____

Approved by: _____
Code Enforcement Officer

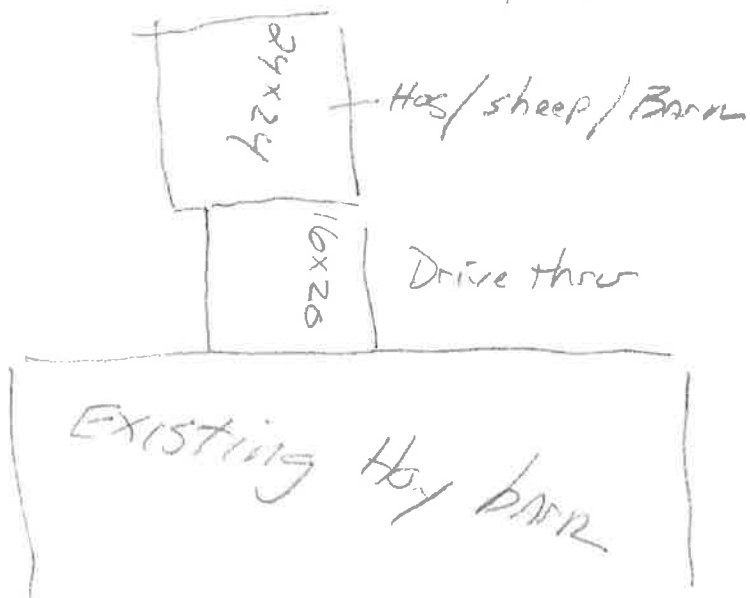
Lee Building Regulations are available at the Lee Town Offices along with Zoning, Site Plan and Subdivision Regulations.

OCT 15 2014

John A. [Signature]

10/15/14

Not to scale



LEE CONSERVATION COMMISSION
Town Hall, 7 Mast Road
Lee, NH 03861

October 8, 2014

David Cedarholm, Chair
Lee Select Board
7 Mast Road
Lee, NH 03861

Dear Dave,

At the Conservation Commission's meeting on October 6, we reviewed John Hutton's plans for an addition to his hay barn. During our annual monitoring of the Kenniston/Hutton easement earlier this fall, he had shown several of us where he intends to build it. He sought our formal review at the CC meeting since the location is on the easement land, and thus issuance of a building permit requires authorization by the Select Board.

Both the on-site viewing and his presentation to the full Commission earlier this week satisfied us that we have no concerns regarding his proposal. It is wholly consistent with the terms of the easement.

If you have any questions, don't hesitate to contact me.

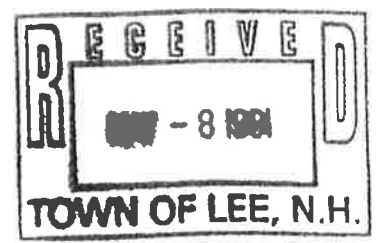
Sincerely,

A handwritten signature in cursive script that reads "William R. Humm". The signature is written in black ink and has a long, sweeping horizontal line extending to the right.

William Humm, Chair

Cc: Julie Glover, Town Administrator
Caren Rossi, Planning and Zoning Administrator
Allan Dennis, Building Inspector

20-7-00



CONSERVATION EASEMENT DEED

We, Robert L. Keniston and Euna W. Keniston, husband and wife, of Route 155, Town of Lee, County of Strafford, State of New Hampshire, (hereinafter sometimes referred to as the "Grantor" which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs and/or assigns), for consideration paid, grant to the Town of Lee, situated in the County of Strafford, State of New Hampshire, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter sometimes referred to as the "Grantee" which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns), with WARRANTY covenants, in perpetuity the following described Conservation Easement on land in the Town of Lee, County of Strafford, State of New Hampshire, pursuant to New Hampshire RSA 477:45-47 and RSA 221-A, exclusively for conservation purposes, namely:

1. To assure that the Property will be retained forever in its undeveloped, scenic, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property; and
2. To preserve the land subject to this easement for outdoor recreation by and/or the education of the general public, through the auspices of the Grantee, its permitted successors or assigns; and
3. To preserve open spaces, particularly the productive farm and/or forest land, of which the land area subject to this easement granted hereby consists, for the scenic enjoyment of the general public and consistent with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space in the state by providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, and wildlife resources", to yield a significant public benefit in connection therewith; and with NH RSA Chapter 221-A, which states: "The intent of the program is to preserve the natural beauty, landscape, rural character, natural resources, and high quality of life in New Hampshire by acquiring lands and interests in lands of statewide, regional, and local conservation and recreation importance.";

all consistent and in accordance with the U.S. Internal Revenue Code, with respect to that certain parcel of land (herein referred to as the "Property") being unimproved land situated in the Town of Lee, County of Strafford, the State of New Hampshire, more particularly bounded and described as set forth in Appendix "A" attached hereto and made a part hereof.

91 APR 12 AM 11:43

003875

BK 1548 FG 0637

This Conservation Easement Deed does not constitute homestead property.

The Keniston property is a highly visible tract of farmland near the center of the town of Lee that will be protected through the contemporaneous conveyance of this conservation easement to the town of Lee and the conveyance of an Agricultural Preservation Restriction to the State of New Hampshire. The open fields of the farm have over 2000 feet of frontage on a state highway. In addition, the land protected by these grants has a 4000-foot common boundary with an already protected tract of farmland known as the Earle farm. The combination of open field and forest in this area, which provides habitat for songbirds as well as for game species such as wild turkey, is rapidly disappearing in this part of the state. The Kenistons raise beef cattle on the farm, which has been in the family for 7 generations. These significant conservation values are set forth in detail in baseline documentation entitled "Keniston Conservation Easement Baseline Documentation" on file with the Grantee.

The Conservation Easement hereby granted with respect to the Property is as follows:

1. USE LIMITATIONS

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture and forestry as described below, and provided that the capacity of the Property to produce forest and/or agricultural crops shall not be degraded by on-site activities and that such activities will not cause significant pollution of surface or subsurface waters or soil erosion.

i. For the purposes hereof "agriculture" and "forestry" shall include agriculture, animal husbandry, floricultural and horticultural activities; the production of plant and animal products for domestic or commercial purposes, for example the growing and stocking of Christmas trees or forest trees of any size capable of producing timber, and the processing and sale of products produced on the Property, for example, pick-your-own fruits and vegetables, maple syrup and other forest products; and the cutting and sale of timber and other forest products not detrimental to the purposes of this easement.

ii. Agriculture and forestry on the Property shall be performed to the extent reasonably practicable in accordance with a coordinated management plan for the sites and soils of the Property. Forestry and agricultural management activities shall be in accordance with the current scientifically based practices recommended by the U.S. Cooperative Extension Service, U.S. Soil Conservation Service, or other government or private natural resource conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Property as viewed from public waterways, great ponds, public roads, or public trails.

BK 1548 PG 0638

AK 1548 PG 0639

B. The Property shall not be subdivided or otherwise divided into parcels of separate distinct ownership, and may sold, transferred, divided or conveyed only in its entirety.

C. No dwelling, tennis court, swimming pool, dock, aircraft landing strip, tower, mobile home, or other structures or improvements shall be constructed, placed or introduced onto the Property EXCEPT FOR ancillary structures or improvements such as a road, utility, dam, fence, bridge, culvert, barn, maple sugar house or shed which may only be constructed, placed or introduced onto the Property as necessary in the accomplishment of on-site, land-based agricultural, forestry, conservation or non-commercial outdoor recreational uses of the Property and so long as they are not detrimental to the purposes of this easement.

i. Such structures or improvements shall be sited to have minimal impact upon: the conservation values of the Property; the scenic views of and from the Property as viewed from public roads, trails and waters; the historic and archeological values; and forestry and agricultural production on the Property.

D. No removal, filling, or other disturbances of the soil surface, nor any changes in topography, surface or sub-surface water systems, wetlands, or natural habitat shall be allowed until all necessary federal, state and local permits and approvals are secured and unless such activities:

i. Are commonly necessary in the accomplishment of the forestry, agricultural, conservation, habitat management, or non-commercial outdoor recreational uses of the Property; and

ii. Do not harm state or federally recognized rare or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

iii. Are not detrimental to the purposes of this easement.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as necessary in the accomplishment of the agricultural, forestry, conservation or non-commercial outdoor recreational uses of the property and not detrimental to the purposes of this easement.

F. There shall be no mining, quarrying, excavation or extraction of rocks, minerals, gravel, sand, top soil or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of paragraphs A, C, D, or E above.

No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, injection, or burial of materials then known to be environmentally hazardous, including vehicle bodies or parts.

H. The property shall not be used to meet any designated open space requirements as a result of the provisions of any subdivision, land use regulation or approval process or in calculating allowable unit density.

2. RESERVED RIGHTS

A. Grantor reserves the right to use, maintain, repair or replace utilities on the Property that serve the Property or unrestricted land of the Grantor, including the spring house, and the waste water and septic systems, as shown on the Plan entitled "Standard Property Survey (Category 1/Condition 1) of Land of Robert and Euna Keniston, Route 155, Lee, New Hampshire", dated March 23, 1990 and revised July 30, 1990 and November 20, 1990, and recorded herewith.

B. Grantor reserves the right to create ponds for the purpose of agriculture, fire protection, or wildlife habitat enhancement, in accordance with a plan developed by the U.S. Soil Conservation Service or other similar agency then active.

C. Grantor reserves the right to use, maintain, repair, relocate, and replace the existing driveway that serves the "Lot Reserved From Easement" shown on aforementioned plan.

D. The Grantor must notify the Grantee in writing before exercising the aforesaid reserved rights provided for in this easement.

E. Grantor reserves the right to post against vehicles, motorized or otherwise.

F. Grantor reserves the right to post against hunting around livestock fields when livestock are present and against access on agricultural cropland during the planting and growing season but only with respect to annually harvested crops and on forest land during the harvesting of forest products or during the establishment of orchards, tree plantations, or Christmas trees.

3. AFFIRMATIVE RIGHTS OF GRANTEE

A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to maintain boundaries, to determine compliance and to enforce the terms of this Conservation Easement Deed and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Conservation Easement Deed.

B. There is hereby conveyed pedestrian access to, on and across the Property for hunting, fishing and transitory passive recreational purposes, but not camping, by members of the public; but the Property may be posted against such access or otherwise restricted by the Grantee in the public interest.

C. The Grantee shall have the right to post signs on the Property identifying it as land protected under the New Hampshire Land Conservation Investment Program for the uses allowed under this Conservation Easement.

BK 1548 PG 0640

4. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. Grantor agrees to notify the Grantee in writing within 10 days after the transfer of title of the Property.

B. Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. BENEFITS AND BURDENS

A. The burden of the easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of said easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferrable only to the State of New Hampshire or the U.S. Government or any subdivision of either of them consistently with Section 170 (c) (1) of the U.S. Internal Revenue Code, as amended, which government unit has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this easement. Any such assignee or transferee shall have like power of assignment or transfer. In accordance with RSA 221-A, under which this Conservation Easement Deed is acquired, "The sale, transfer, conveyance, or release of any such land or interest in land from public trust is prohibited." (RSA 221-A:11)

6. BREACH OF EASEMENT

A. When a breach of this Easement comes to the attention of the Grantee, it shall notify the then owner (Grantor) of the Property in writing of such breach, delivered in hand or by certified mail, return receipt requested.

B. Said Grantor shall have 30 days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to swiftly cure the conditions constituting said breach and to notify the Grantee thereof.

C. If said Grantor fails to take such curative action, the Grantee, its successors or assigns, may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including the Grantee's expenses, court costs and legal fees shall be paid by the said Grantor, provided the said Grantor is determined to be directly or indirectly responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the property resulting from natural events beyond Grantor control, including, and limited to fire, flood, storm, and earth movement or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

0X1548PG0641

BK 1548PG0642

7. CONDEMNATION

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor shall, and the Grantee at its sole option may, act to recover the full damages resulting from such taking with all incidental or direct damages awarded in the condemnation proceedings and all expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the damages (or proceeds) recovered shall be divided between the Grantor and Grantee in proportion to the full and fair market values of the respective interests of the Grantor and the Grantee in that part of the Property condemned, as determined immediately after the execution and delivery of this conservation easement, taken as a proportion of the sum of said values. Any increase in value attributable to improvements made after the date of this grant shall accrue to the party (Grantee or Grantor) who made the improvements. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

8. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of August, 1991.

[Signature]
Witness

[Signature]
Robert L. Keniston

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of August, 1991.


[Signature]
Witness

[Signature]
Euna W. Keniston

The State of New Hampshire
Strafford, ss.

Personally appeared Robert L. Keniston this 12th day of April,
1991, who acknowledged the foregoing to his voluntary act and deed.

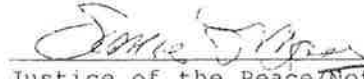
Before me,


Justice of the Peace/Notary Public
My Commission expires 2-28-92

The State of New Hampshire
Strafford, ss.

Personally appeared Euna W. Keniston this 12th day of April,
1991, who acknowledged the foregoing to her voluntary act and deed.

Before me,


Justice of the Peace/Notary Public
My Commission expires 2-28-92

ACCEPTED: Town of Lee

By:



Title:

Chairman BO. OF SELECTMEN
Duly Authorized

BK 1548PG0643

APPENDIX A TO CONSERVATION EASEMENT DEED

A certain tract or parcel of land designated as Town of Lee, New Hampshire Easement on a plan entitled, "Standard Property Survey, Category 1/Condition 1 of land of Robert & Euna Keniston, Route 155, Lee, New Hampshire" by Civil Consultants dated March 23, 1990, revised July 30, 1990 and November 20, 1990 and to be recorded herewith in the Strafford County Registry of Deeds as Plan # 326-13, being more particularly bounded and described as follows:

Beginning at a point on the westerly side of Route 155 in Lee, Strafford County, State of New Hampshire, at other land now or formerly of Robert L. and Euna Keniston identified as New Hampshire Department of Agriculture Easement and running along Route #155 the following courses and distances: S 19° 54' 39" W a distance of 224.50 feet; S 14° 19' 44" W a distance of 175.70 feet; S 9° 47' 49" W a distance of 227.58 feet; S 8° 30' 54" W a distance of 237.54 feet; S 10° 8' 49" W a distance of 222.92 feet; S 11° 15' 19" W a distance of 201.32 feet to a 3 inch granite bound found at land now or formerly of Frank Singer; thence running along said Singer land S 89° 16' 36" W a distance of 175 feet to a 5/8ths inch iron rebar with plastic ID cap set; S 7° 41' 11" W a distance of 185 feet to other land now or formerly of Frank Singer; thence running along said Singer property the following courses and distances: S 85° 5' 28" W a distance of 43.71 feet to a 12 inch spike set; S 46° 3' 48" W a distance of 165.75 feet to a brass disk and nail set in lead plug in 1/2 inch drill hole at land now or formerly of Francis W. Wentworth, Trustee; thence running along said Wentworth land and a stone wall S 45° 22' 13" W a distance of 377.51 feet to a 1/2 inch drill hole set at land now or formerly of Chesley Durgin; thence running along said Durgin land and a stone wall S 4° 21' 10" E a distance of 450.41 feet to a drill hole found at land now or formerly of James and Beryle Banks; thence running along said Banks land and a stone wall the following courses and distances: S 73° 8' 15" W a distance of 175.65 feet to a brass disk and nail set in lead plug in 1/2 inch drill hole; S 72° 56' 38" W a distance of 202.74 feet to a brass disk and nail set in lead plug in 1/2 inch drill hole; S 72° 47' 16" W a distance of 209 feet to a 1/2 inch rebar with plastic cap found at land now or formerly of Eleanor Earle; thence running along said Eleanor Earle land and in part along a barbed wire fence and stone wall the following courses and distances: N 3° 56' 39" W a distance of 272.46 feet to a brass disk and nail set in lead plug in 1/2 inch drill hole; N 4° 59' 29" W a distance of 338.78 feet to a brass disk and nail set in lead plug in 1/2 inch drill hole; N 7° 34' 17" W a distance of 372.54 feet to a brass disk and nail set in lead plug in 1/2 inch drill hole; N 7° 3' 25" W a distance of 511.26 feet to a 1/2 inch drill hole set; N 7° 55' 35" W a distance of 292.70 feet to a brass disk and nail set in lead plug in 1/2 inch drill hole; N 7° 30' 25" W a distance of 96.38 feet to a point at other land of Keniston identified as New Hampshire Department of Agriculture Easement and running along said Keniston land N 70° 40' 04" E a distance of 1,742.38 feet to the point of beginning. Containing 48.74 acres exclusive of a certain tract or parcel of land together with the buildings thereon designated as Lot Reserved From Easement of 1.39 acres, more particularly bounded and described as follows:

Beginning at a point approximately 300.00 feet off the westerly sideline of New Hampshire Route 155 in Lee, Strafford County, State of New Hampshire, which point is the southerly corner of the within described reserved lot at other land now or formerly of Robert L. and Euna Keniston; thence running within the boundaries of the Keniston land the following courses and

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distances: N 59° 57' 29" W a distance of 71.88 feet; N 16° 13' 00" W a distance of 190.53 feet; N 64° 01' 58" W a distance of 120.78 feet; N 23° 31' 49" E a distance of 39.81 feet; N 70° 57' 44" E a distance of 146.88 feet; S 72° 34' 16" E a distance of 201.44 feet to a 5/8 inch iron rebar with plastic ID cap; S 22° 33' 32" W a distance of 320.40 feet to the point of beginning. This easement is also conveyed subject to rights reserved to the Mathes heirs, with right of access to the burial ground as shown on the above referenced plan. This easement is further subject to the rights of the grantors, their successors, heirs and assigns to construct, maintain, repair and replace an on site septic sewerage disposal system, including septic tank and leach field as may be necessary for the use of the reserved lot.

Meaning to convey an easement as further described herein over the above described parcel, said parcel being a portion of the premises conveyed to Robert L. Keniston and Euna W. Keniston by deed of Kathleen E. Maiek dated May 5, 1972 and recorded at Book 903, Page 56.

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