

SELECT BOARD MEETING AGENDA

DATE: 6:00pm Tuesday, March 2, 2015

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

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

1. Call to Order - 6:00 pm
2. Public Comment
3. **Selectman Bugbee – Committees and Commissions Appointment Policy**
Discuss the possibility of removing members from committees and/or commissions who do not attend meetings.
4. **Roger Rice, Transfer Station Manager – Application for Appointment to the Lamprey Regional Cooperative**
Submit his application to the Lamprey Regional Cooperative for the Board's approval.
5. **Lee Democratic Party – Waive the Additional Insured Requirement**
The Lee Democratic Committee, which is a branch of the NHDP, (an arm of the National Democratic Party) has requested the use of the Public Safety Complex to host a meeting and is requesting that the Town of Lee waive the Additional Insured Requirement that is currently a requirement under the Town's Meeting Room Policy.
6. **Julie Glover, Town Administrator Report**
 - *Audit Report*
 - *Lamprey Regional Cooperative*
 - *Miscellaneous*
7. **Consent Agenda Items** - (Individual items may be removed by any Selectman for separate discussion and vote)

SIGNATURES REQUIRED

Elderly Exemption

INFORMATION ONLY

8. **Acceptance of the BOS Public Meeting Minutes from February 3, 2015 and February 17, 2015.**
9. **Acceptance of Manifest #17 and Weeks Payroll Ending March 1, 2015**
10. **Miscellaneous/Unfinished Business**
11. **Adjournment**

Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on February 27, 2015

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, NEW HAMPSHIRE

POLICY ON BOARDS, COMMITTEES AND COMMISSIONS

I. INTRODUCTION:

This Policy serves to outline procedures regarding appointment to Town committees, commissions, and boards (hereinafter referred to collectively as “committee(s),” unless specific reference is being made to a particular body whose title is different) and the conduct and responsibilities of Committees and their members. This policy applies to all committees whose members are appointed and which are created by, or under the purview of, the Board of Selectmen. This Policy also applies to all committees created by the Legislative Body (“Town Meeting”) and all committees governed by State Statute to the extent allowed by law.

This Policy is in place to assist the Board of Selectmen in making informed choices for committees and their members and to provide consistency in the committee creation and member selection and appointment process. This policy also addresses the safety of our juvenile and elderly citizens when interacting with committee members.

This Policy does not abrogate the prerogative of the Board of Selectmen to choose the citizens it feels are most qualified for appointment or to waive any procedures herein when it is judged by the Board of Selectmen to be in the best interest of the Town.

All terms shall expire effective March 30th therefore applications for appointment should be made to the Board of Selectmen by the first Board meeting in March.

II. RECRUITMENT, SELECTION, AND APPOINTMENT PROCESS OF COMMITTEE MEMBERS:

A. RECRUITMENT:

PUBLIC NOTICE OF OPENINGS: public notice of all committee seats which are available shall be posted in at least two (2) public places, including the Town website and ecrier. This notice will include both vacant and expiring positions.

B. SELECTION: (Criteria to consider when selecting members)

1. Service on other Committee(s).
2. Life experience which interests him/her in serving on the Committee.
3. Is the Candidate able and willing to fulfill the time requirements of the committee and to regularly attend meetings?
4. Potential Conflict of Interest: Are there any possible business or personal conflicts of interest that may affect the Candidate’s ability to make decisions that are in the best interest of the Town as a whole.

C. APPOINTMENT PROCESS FOR FIRST-TIME CANDIDATES:

The candidate for a committee must:

1. Attend at least one (1) meeting of the committee to which he/she is applying for appointment.

2. Complete and return a Volunteer/Appointment form, available from the Office of Selectmen-Town Administrator; or on the website at www.leenh.org. Forms will be forwarded to the Board of Selectmen for consideration during the first meeting in March.
3. Volunteers who work with or around children or elderly persons, enter the homes of citizens, or collect or manage money will be subject to a criminal background check per RSA 41:9-b. All volunteers of the Recreation Commission will be subject to a criminal background check prior to being appointed as a volunteer.
4. Candidates will be interviewed by the Board of Selectmen the first time he/she applies for that Committee. These interviews may be conducted in a public meeting or non-public meeting session, as allowed by law. Current members seeking reappointment or Alternates seeking appointment as regular members may be asked to an interview.
5. Once appointed, all new committee members must be sworn in by the Town Clerk within five (5) business days.

D. MEMBERS SEEKING REAPPOINTMENT AND MEMBERS SEEKING APPOINTMENT TO MULTIPLE COMMITTEES:

1. Current members of committees whose terms are about to expire may seek reappointment to the same committee, unless specified otherwise by a committee's-bylaws or state or other law. Current members seeking reappointment should follow steps 2-5 above.
2. Members of one committee who want to join another committee must complete all steps for First Time Candidates, above. Committee members will not be allowed to serve on more than three (3) boards whose members are appointed by the Board of Selectmen. However, anyone serving on more than three committees upon the date of adoption of this policy shall be allowed to complete his/her terms on those committees.

E. EMPTY OR VACANT POSITIONS WITHIN TERM:

If a seat on a committee becomes vacant between term expirations, the Board of Selectmen may fill these positions at any time during the year, following the guidelines outlined in this Policy, unless state law dictates a different manner of filling the vacancy.

F. ALTERNATES:

Alternate members are appointed to Committees to serve if a regular member is unable to take his/her seat at any given meeting. Alternate positions are an excellent method of allowing a citizen to become familiar with the requirements of the Committee, and to gauge his/her ability to assume regular membership. It also gives the Board of Selectmen an opportunity to assess the citizen's qualifications to serve as a regular member. Whenever feasible, first consideration for regular membership should be given to alternate members in good standing.

G. TERMS:

All committee members will be appointed to three (3)-year terms, unless otherwise decided by the Board of Selectmen or as otherwise provided by state law. Committee membership as a whole shall be appointed for staggered three (3)-year terms. Terms will expire by April 1st, however a member can still serve after that date, until he/she is reappointed or someone else is appointed to that seat.

H. DISBANDING AND REMOVAL:

The Board of Selectmen may, by majority vote, remove any member of a committee whom it has appointed and/or disband any committee at its discretion, except where not permitted by law, if it is deemed to be in the best interest of the Town to do so.

III. ADMINISTRATION OF COMMITTEE

A. Once a committee is formed, it is the responsibility of the Members to assemble as soon as practicable to begin carrying out their mission, and to establish a regular schedule of meetings, or as prescribed by the Board of Selectmen or governing law.

B. At the first meeting of a newly-formed committee, or at the first meeting after the yearly appointment time, a chairperson, vice-chairperson, secretary, and minute taker must be chosen (the secretary and minute-taker can be one in the same).

C. Per NH RSA 91-A, meetings shall be open to the public and all committees shall post notice of every meeting in two appropriate places one of which may be the Town's website.

D. Per N.H. RSA 91-A:2 II, at each and every meeting of the committee, minutes must be taken, put in written form, and a copy submitted to the Office of the Selectmen by the deadlines required. A written draft is required to be made available to the public within five (5) business days after the meeting.

IV. RESPONSIBILITIES OF COMMITTEE/MEMBERS

A. Attend meetings: Any more than three unexcused absences within a period of six months, or six meetings, may be grounds for dismissal/removal as a committee member.

B. Attitude and conduct: While differences of opinion are anticipated and encouraged, and members must be allowed full voice, members are expected to be civil and observe recognized rules of order and procedures. Members who are quarrelsome, disruptive, use their authority inappropriately, either on the Committee, or with other Town officials should not be considered for reappointment and may be removed as a member before their term expires.

C. Effort: It is expected that members, particularly of the Town's land use boards, will become as familiar as possible in their committee's subject areas, are encouraged to participate in any training opportunities available to them (i.e., NHMA, Law Lecture series, OEP Conference, etc.).

D. All committee members will adhere to and be conscious of at all times while in service to standard ethical guidelines.

E. All Committee members are expected to educate themselves regarding relevant Town/State/Federal ordinances and laws, especially NH RSA 91-A aka The Right-to-Know Law.

V. AMENDMENT PROCEDURE

This Policy may, from time to time, be amended by a majority vote of the Board of Selectmen. In addition, the Board of Selectmen reserves the right to change or waive any of the provisions of this policy, except where contrary to State Statute provisions.

VI. EFFECTIVE DATE

This Policy shall take effect immediately following a majority vote of the Board of Selectmen at a regularly scheduled Selectmen's meeting.



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

Office Use Only

Meeting Date: March 2, 2015

Agenda Item No. 4

**BOARD OF SELECTMEN
MEETING AGENDA REQUEST
3/2/2015**

Agenda Item Title: Appointment to Lamprey Regional Cooperative

Requested By: Roger Rice 1/17/2014

Contact Information: 603-659-2239

Presented By: Roger Rice, Transfer Station Manager

Description: Present the Board with a request to be appointed for another three-year appointment to the LRC

Financial Details: N/A

Legal Authority Lamprey Regional Cooperative Amendment and Restatement of 8/14/95

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: To approve the appointment of Roger Rice to the Lamprey Regional Cooperative for a three year term until March 30, 2018.



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

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

Applicant's Name: Roger P. Rice

Address: 22 GARRY RD Phone/Cell: 603-969-9626

of Years as a Resident: 18

Email address: rrice@leenh.org

Full Membership (3 year term) position applying for: DELEGATE TO LAMPREY

Term Expires on the following date: DEC. 31, 2018 REGIONAL COOPERATIVE

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

Term Expires on the following date: _____

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

2 previous 3 yr terms

T.S. MANAGER

Roger P. Rice
Signature

2-19-15
Date

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

Town of Lee, New Hampshire
Robert Keniston Transfer Station
11 Recycling Center Rd.
Lee, New Hampshire 03861-0655

Telephone 603 659-2239
Fax 603 659-7202

February 25, 2015

To the Board of Selectmen
Town of Lee

Please see attached my Annual Report to the Dept. of Environmental Services for 2014. If you have any questions please let me know.

Our MSW (Municipal Solid Waste) tonnage was 1009.2 last year, and in 2013 it was 1,033.1 Tons, and in 2012 it was 1022.1 Tons.

Our current "tipping fee" is \$81.85/Ton. I volunteered at the last meeting of the LRC to serve on a committee with the representatives from Greenland and Northwood to negotiate a lower tipping fee. Our contract ends in Dec. 2016. I believe we should be able to get down into the \$60's /Ton. and have the lower rate start this Spring.

Sincerely,



Roger P. Rice, Mgr.



RSA 149-M

2014 ANNUAL FACILITY REPORT

TRANSFER STATIONS and RECYCLING FACILITIES



Please complete all 5 pages identifying recycling and waste activities for calendar year 2014 (January 1 - December 31). Remember to make a copy for your records.

1. Facility Location (Env-Sw 1105.13(a))

Facility Name <i>TOWN OF LEE TRANSFER STATION</i>	
Physical Address (Facility location, <u>not</u> mailing address) <i>31 MAST RD (AKA 11 RECYCLING CENTER RD)</i>	
Town/City <i>LEE, NH 03861</i>	DES Solid Waste Permit No. (DES-SW-XX-##-###) <i>DES-SW-PN-00-006</i>

2. Permittee Information as Indicated on Permit (Env-Sw 1105.13(b))

Permittee Name <i>TOWN OF LEE TRANSFER STATION AND RECYCLING CENTER</i>			
Mailing Address 1 <i>7 MAST RD</i>		Mailing Address 2	
Town/City <i>LEE</i>	State <i>NH</i>	Zip Code <i>03861</i>	Permittee Phone Number <i>(603) 659-2239</i>
Permittee Email Address <i>rprice@leenh.org</i>			

3. Facility Status (Env-Sw 1105.13(d))

Operated the entire calendar year.

Did not operate in the calendar year.

Operated part of the calendar year only.
 Started operating on / / 2014. Stopped operating on / / 2014.
 MM / DD MM / DD

4. Contact Information Provide the name of the person who can answer questions about this report.

Name <i>ROGER P. RICE</i>	Job Title <i>MANAGER</i>	
Work Mailing Address <i>7 MAST RD</i>		
Town/City <i>LEE</i>	State <i>NH</i>	Zip Code <i>03861</i>
Work Email Address <i>rprice@leenh.org</i>		Daytime Phone Number <i>(603) 969-9626</i>

Facility Name: LCE IVH TRANSFER STA

5. Recycling (Env-Sw 1105.13(e) & (f)) Please list in-state and out-of-state tonnages and destination/market for all recyclable materials. If the material listed in B & C is provided in A, do not list the tonnage separately. For further guidance, see the instruction sheet.

A. Material	Source and Amount of Recyclables Received in 2014					Destination/Market (Name & Location of the Facility that Accepted the Material)
	Tons from NH*	Units	Other State	Tons*	Units	
Dual Stream Recycling (Metal, Plastic, Glass)	0					
Single Stream Recycling (Metal, Plastic, Glass, Fiber)	0					
B. Materials (Not Included Above)						
Containers - Aluminum/Steel/Tin Cans Only	16.97					NRRA
Containers - Metals & Plastic Only						
Containers - Plastic only	13.89					
Electronics	14.77					NRRA - TABB-MI
Fiber - Corrugated Cardboard (OCC)	80.81					NRRA - No. Coast
Fiber - Mixed Paper (Office/Newspaper/Magazines)	137.86					NRRA
Glass - Processed Glass Aggregate (PGA)	133.48					NRRA
Glass (Excluding PGA)						NRRA WAKEFIELD T.S.
Plastic - Rigid (Yard Toys, etc.)						
Scrap Metal	68.76					
Textiles	14.10					NRRA - SCHWITZER ECO-SMITH
C. Materials (Not Included Above)						
Tanks (Acetylene, Propane, etc.)						
Tires		341				NRRA
		256				NRRA - BOB'S TIRE

*See <http://des.nh.gov/organization/divisions/waste/swmb/css/categories/forms.htm> for converting other units to tons.



2014 ANNUAL FACILITY REPORT



TRANSFER STATIONS and RECYCLING FACILITIES

Facility Name: LEE NH TRANSFER STA

6. Waste Received from New Hampshire and Out-of-State (Env-Sw 1105.13(e) & (f)) For further guidance, see the instruction sheet.

Waste Type	Source of Waste:		Tons Received in 2014*	Destination Facility Name (Name of the Facility that Accepted the Waste)	Destination Facility Location (Location of the Facility that Accepted the Waste)
	Separate tonnages by NH or specify the US state(s) where the waste was from.				
Commercial/Industrial Solid Waste	NH Only		0		
	NH Only				
	NH Only				
	Other State:				
	Other State:				
Construction & Demolition Debris	NH Only		128.21	ERRCD	EPPING, NH
	NH Only				
	NH Only				
	Other State:				
	Other State:				
Residential Solid Waste	NH Only		1009.7	TURNKEY LANDFILL	ROCHESTER, NH
	NH Only				
	NH Only				
	Other State:				
	Other State:				

*See <http://des.nh.gov/organization/divisions/waste/swmb/css/categories/forms.htm> for converting other units to tons.

Contact solidwasteinfo@des.nh.gov and phone (603) 271-2925
 PO Box 95, Concord, NH 03302-0095
www.des.nh.gov

Facility Name: LEE NH TRANSFER STATION

7. Estimated Quantity of Waste Stored at the Facility, by Type, as of the End of the Calendar Reporting Year (Env-Sw 1105.13(i))
 How much of the following wastes did the facility have onsite on 12/31/14?

Waste Type	Tons Onsite on 12/31/14
Commercial/Industrial Solid Waste	0
Construction & Demolition Debris	2.1 TONS
Recyclables	49.82 TONS
Residential Solid Waste	2 TONS EST.

8. Facility Operator Information (Env-Sw 1105.13(c)) Provide information for all operators regardless of certification designation. Attach an additional sheet if needed, but it must include the same required information.

Name	Address	Phone #	Certificate #	Expiration Date
1. RANALPH STEVENS	28 TUTTLE RD, LEE 03861	659-7101	150	8-1-15
2. WARREN HATCH	29 MAST RD, LEE 03861	239-2538	1470	3-11-15
3. PETER HOYT	280 NO. RIVER RD, LEE 03861	659-7790	2304	4-27-15
4. ROGER RICE	22 GARRITY RD, LEE 03861	659-9766	2967	2-8-16
5. JOHANNA STEVENS	PO. Box 271 NOTHAM 03290	397-2152	3274	8-20-15
6. CHIPMAN BELYEA	137A LOWER DEERFIELD RD, NORTHWOOD 03261	608-5332	3465	11-9-15

9. Summary and Assessment of Environmental Monitoring in 2014 (Env-Sw 1105.13(j))

Did the facility conduct environmental monitoring in 2014? Yes No (If no, proceed to the next section.)
 If yes, was monitoring required by (check all that apply): Solid Waste Rules Permit Voluntary
 Results were submitted to DES. If so, to who were the results submitted? _____
 Please attach a brief summary and assessment of the results. Provide a short paragraph that summarizes the results; please do NOT submit the entire report.

The transfer station is next to or located on a landfill.



2014 ANNUAL FACILITY REPORT



TRANSFER STATIONS and RECYCLING FACILITIES

Facility Name: LEE NH TRANSFER STATION

10. Compliance Certification & Signature (Env-Sw 1105.13(l) or Env-Sw 1105.13(m), Env-Sw 1105.13(o)) To be completed by an elected or appointed representative of the governing body, if the permittee is a political subdivision, or of an authorized representative, if the permittee is a private entity.

I certify the facility is in compliance with: the facility operating plan in accordance with Env-Sw 1105.04(b); any applicable requirements of Env-Sw 900 (Management of Certain Wastes); all terms and conditions of the facility permit; and, if applicable, the requirements of: Env-Hw 1100 for the management of universal wastes; Env-Hw 807 for the management of used oil; and Env-A 1000 for the operations of a burn pile.

OR

I CAN NOT certify the facility is in compliance with the requirements listed above, and have attached a schedule for achieving compliance.

The information on this form is accurate and complete to the best of my knowledge.

Roger P. Rice

Signature (Appointed or Authorized Representative)

Feb. 3, 2015
Date

ROGER P. RICE, MANAGER
Printed/Typed (Name and Title)

Additional Facility Information

Please check all boxes identifying wastes accepted and other activities that took place at your facility.

<input checked="" type="checkbox"/> Antifreeze	<input checked="" type="checkbox"/> Used Oil Collection
<input checked="" type="checkbox"/> Batteries (Automotive)	<input checked="" type="checkbox"/> Used Oil Burner (EPA ID No. NHD _____)
<input checked="" type="checkbox"/> Batteries (Non-alkaline)	<input checked="" type="checkbox"/> Household Hazardous Waste Event (Date: <u>9/20/14</u>)
<input checked="" type="checkbox"/> Cathode Ray Tubes (CRTs)	<input checked="" type="checkbox"/> Compost (<input checked="" type="checkbox"/> Leaf & Yard <input type="checkbox"/> Food)
<input checked="" type="checkbox"/> Fluorescent Lamps	<input checked="" type="checkbox"/> Brush pile (<input checked="" type="checkbox"/> Chip <input type="checkbox"/> Burn)
<input checked="" type="checkbox"/> Mercury-Containing Devices	<input type="checkbox"/> None of these apply to my facility.

Complete and return this form by **MARCH 31, 2015** to:

DES - Waste Management Division - SWCAS
PO Box 95, Concord, NH 03302-0095
FAX: (603) 271-2456 * Email: solidwasteinfo@des.nh.gov



2014 ANNUAL FACILITY REPORT



TRANSFER STATIONS & RECYCLING FACILITIES - Instructions

SECTIONS 1-4 (page 1) – General Information

Provide required information per Env-Sw 1105.13(a), (b), and (d).

SECTION 5 (page 2) - Recycling

Information in this section is required by Env-Sw 1105.13(e) & (f). If you need more space, you may either copy the necessary page from the form or you may add additional sheets. The AFR will be rejected and returned if the additional sheets are not in the same format as the form. If the information is provided in "Dual Stream Recycling" or "Single Stream Recycling," do not list it separately.

- "Single stream" means all recyclables are combined; "dual stream" is for the combination of all recyclables *except* fiber.
- Report the amount in tons; except for tanks and tires, which should be reported in units. If your receipts are in cubic yards or other units, use the conversion chart to determine tonnages. (<http://des.nh.gov/organization/divisions/waste/swmb/css/categories/forms.htm>)
- Enter the tonnages according to the source of the material. There is a column for recyclables from NH and a column for recyclables from out-of-state. List each state separately.
- Identify the disposal destination for each recyclable material by the facility name *and* location. Do not enter a facility name only (i.e., Casella or Waste Management).
- If more than one disposal destination is used for a material, provide the tonnage for each disposal destination separately and, if necessary, attach additional sheets.
- Do not enter information in the blacked out boxes.

SECTION 6 (page 3) - Waste Received from NH and Out-of-State

Information in this section is required by Env-Sw 1105.13(e) & (f). If you need more space, you may either copy the necessary page from the form or you may add additional sheets. The AFR will be rejected and returned if the additional sheets are not in the same format as the form.

- Report the amount in tons. If your records are in cubic yards or other units, use the conversion chart to determine tonnages. (<http://des.nh.gov/organization/divisions/waste/swmb/css/categories/forms.htm>)
- Enter the tonnages according to the source of the waste. There is a row for all waste from within NH, and two rows for all wastes from out-of-state. List each state separately.
- Identify the disposal destination for each waste type by the facility name *and* location. Do not enter a facility name only (i.e., Casella or Waste Management).
- If more than one disposal destination is used for a waste type, provide the tonnage for each disposal destination separately and, if necessary, attach additional sheets.
- Do not enter information in the blacked out boxes.

SECTION 7 (page 4) – Quantity of Waste Stored

Provide required information per Env-Sw 1105.13(i).

SECTION 8 (page 4) – Facility Operator Information

Information in this section is required by Env-Sw 1105.13(c). Provide information for all operators regardless of certification status. If you need more space, you may either copy the necessary page from the form or you may add additional sheets provided the additional sheets are in the same format as the form.

SECTION 9 (page 4) – Environmental Monitoring

Provide required information per Env-Sw 1105.13(j).

SECTION 10 (page 5) – Compliance Certification & Signature

Information in this section is required by Env-Sw 1105.13(l), (m), and (o). The individual that is signing the form must be the same individual that is certifying compliance.

10000 OF LEE NH TRANSFER STR

NAME	ADDRESS	PHONE	CENT #	EX PART.
WAYNE BEANE	41 MAST RD, LEE, 03861	868-3632	3994	3-6-15
JAMES PATRICK WILLIAMS	71 MAST RD LEE 03861	C-757 293-8633	7222	12-16-15

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

Office Use Only

Meeting Date: March 2, 2015

Agenda Item No. 5

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
3/2/2015

Agenda Item Title: Waive the Additional Insured Requirement for use of the Public Safety Complex for the Lee Democratic Committee

Requested By: Ann Wright

2/19/2014

Contact Information: ann_wright@comcast.net

Presented By: Ann Wright, Chair Lee Democratic Committee

Description: Request that the Town of Lee waive the Additional Insured Requirement that is currently a requirement under the Town's Meeting Room Policy in order to utilize a room at the Lee Public Safety Complex for a meeting of the Lee Democratic Committee.

Financial Details: N/A

Legal Authority: Town of Lee's Meeting Room Policy Adopted by the Select Board on 4/14/2014

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: To approve the request made by Ann Wright to waive the Additional Insured Requirement on the Certification of Insurance for the Lee Democratic Party and grant their request to use the PSC to host a meeting on March 23, 2015 from 6:30 – 8 pm.



Town of Lee, NH

Meeting Room Policy

Public Safety Complex

PURPOSE

In order to provide residents of Lee the use of facilities managed by the Town, while at the same time recognizing that the primary responsibility is to provide for uninterrupted municipal services, the Board of Selectmen has established the following to direct and govern the use and care of the Meeting Rooms at the Public Safety Complex.

Eligibility Criteria

Town of Lee Boards, Commissions, Committees, Town Departments, Lee Public Library, and Non-profit Organizations which involve and/or benefit a significant number of Lee residents, are permitted to use the meeting rooms. Although these activities will typically be Lee-based, they may include regional or statewide groups, including State or Federal Government-related activities, which have a direct connection with municipal government. All meetings and events must be scheduled through the Selectmen's office.

No group using the room may discriminate on the basis of race, creed, color, age, sexual orientation, disability, gender, religion, national origin or citizenship status. Meetings and programs must be free and membership to the organization must be open to the public. The rooms are not available for private functions; i.e. birthday parties, anniversary parties, baby showers or bridal showers.

Use of the rooms shall be prioritized as follows:

1. Town Boards, Committees, Commissions, Departments, and the Lee Public Library
2. State and/or Federal Government
3. Lee-based non-profit, civic organizations, ORCSD
4. Regional non-profit, civic-organizations

The Town reserves the right to "bump" scheduled groups in the event a priority user requires a meeting room. Reasonable effort will be made to provide as much notice as possible to the displaced group. **The Town Administrator and the Board of Selectmen reserve the right to revoke the use of the meeting rooms or change the room assignment at any time.**

The Town of Lee assumes and bears no responsibility whatsoever for personal injury to any member, affiliated person, guest, invitee, or licensee of the using organization. Anyone entering and exiting the Public Safety Complex should be aware that first responders and emergency vehicles may, at any time, be driving into or out of the driveway, bays, and/or parking areas. Exercise extreme caution!

Meeting Rooms: The Public Safety Complex has a large training/conference area on the first floor. Use of the kitchen may be permitted, but any group wanting to do so needs to request this in advance, with specific information regarding the type of use (i.e. light refreshments or use of the stove.) Alcoholic beverages/smoking

are prohibited. There are two meeting rooms on the second floor, including the room that is used primarily for the Board of Selectmen; however, other uses may be permitted. The occupancy limit for each of the rooms is as follows:

- First Floor Meeting Room – max. capacity is 186 standing or 86 with seating
- 2nd floor Board Room – max. capacity is 127 standing or 59 with seating
- 2nd floor Bunk Room - 10-12 seated

All attendees **MUST** be aware of all labeled parking areas and **MUST** obey all traffic patterns as marked. Entry (and exit) into the building should be via the front entrance only for safety reasons.

Reservation Responsibilities: An individual authorized to represent a group or organization shall contact the Selectmen’s Office to schedule the use of a meeting room. If a key is needed to access the Public Safety Complex, the contact person from the group or organization shall also be responsible to make arrangements to pick up and sign for the building key from the Town Secretary no more than 24 hours in advance, unless the function is on a Sunday. The key shall be returned to the Town Secretary within 24 hours of the end of the function unless it is on a Friday or Saturday (in which case the key should be placed in the Selectmen’s Drop Box at Town Hall no later than Monday morning.) A meeting or event may be cancelled or abbreviated depending on emergency calls, weather, and other circumstances. **The Town is not responsible for any cost or inconvenience incurred by the cancellation.**

Rules and Regulations:

1. The meeting rooms are available on a first-come, first-serve basis, within the priority uses described above. There will be no charge for regular use of the meeting rooms for groups directly affiliated with the Town of Lee. The Town reserves the right to charge fees for meetings that extend beyond regular hours or for extraordinary use of the rooms that would place an extra burden on Town staff. No meeting may be scheduled on a Town Holiday.
2. Application for first-time use of a meeting room must be done in writing at least 30-days in advance of the first requested date of use on the form provided. The person who is authorized to represent the group or organization shall be responsible for signing the application form. First-time users must receive approval from the Board of Selectmen before scheduling a meeting room.
 - a. Town Boards, Committees, Commissions, Departments, and the Lee Public Library are not required to submit an application or receive approval from the Board of Selectmen in order to use a meeting room. However, meetings still need to be scheduled through the Selectmen’s Office.
 - b. First time users are required to tour the facility to understand the emergency vehicle traffic pattern prior to the event. Contact the Fire Department to schedule a tour @ 659-5411.
 - c. Permission for use of a meeting room is not transferable to any other individual or group.
 - d. All groups or organizations using the meeting rooms on an on-going basis must re-apply annually after April 1st.

3. An overhead projector and screen are available in the first floor meeting room and the second floor Board Room; however, groups must provide a laptop. Any damage done to the equipment shall be the financial responsibility of the user and shall be reported to the Selectmen's Office at the start of the following business day. Equipment malfunctions should also be reported. No other Town-owned equipment may be used, including telephones, photocopiers, faxes, computers, etc.
4. Use of Town meeting rooms does not constitute endorsement by the Town of a program or points of view expressed. No advertisement or announcement implying sponsorship, co-sponsorship, or approval by the Town may be made unless written permission has been previously granted by the Board of Selectmen. Any advertisement concerning events or meetings other than those by a Board, Committee, Commission, or Department of the Town or the Lee Public Library shall bear the following notice: "This activity is solely the responsibility of (name of the organization here) and not sponsored or endorsed or approved by the Town of Lee."
5. A group may not advertise, sell or solicit products, services or memberships in the meeting room. An exception may be made for fundraising activities of the Town, a recognized Friends group, or the Fire and/or Police Association, or for the sale of materials related to a program sponsored by the Town, a recognized Friends group, or the Fire and/or Police Association
6. Groups using the meeting room may not charge fees; nor may a collection be taken for the meeting or activity. Voluntary donations toward refreshments may be solicited through the use of a labeled container on the refreshment table. Groups that normally collect dues from members may do so, but dues payment cannot be a requirement for attending the meeting, nor are non-members to be approached or solicited for money at the meeting.
7. Smoking and alcoholic beverages are prohibited in all Town facilities.
8. Use of Town meeting rooms should not interfere with the use of other portions of the Town facilities by Town employees or Town officials. Therefore, each group or organization shall be responsible for maintaining order and discipline and the group shall designate an adult who is in charge of maintaining order who shall remain present for the duration of the event. Any and all activities of the group using the Public Safety Complex shall be restricted to the assigned meeting room. Rough housing and running inside of the building and in and around parking areas is strictly forbidden. The Town does not assume liability for injuries or damage to personal property, which occur as a result of actions of the sponsors or participants.
 - a. Groups using the rooms are responsible for the following: setting up the room for the event, proper supervision, costs arising from any damage or loss to the room(s) during use, and for the cleanliness of the facilities at the close of the meeting to the satisfaction of the Town. It is the group's responsibility to take their garbage with them. Groups are expected to leave the room in the same condition it was in before the activity began. Failure to do so shall result in cleaning fees, charges for damages and/or the cancellation of any further room privileges.
 - b. Nothing should be attached to any walls, doors or other surfaces.
 - c. Any minors in attendance must be supervised by an adult who is at least 21 years of age. All minors should be escorted into and out of the building by an adult utilizing the Main Entrance.

- d. All doors and windows must be securely locked and all lights turned off before the group vacates the building. **This includes the front door. Thermostat settings should be returned to their original settings.**
 - e. The person in charge of the meeting or event is the individual who signed the application. This person is fully responsible for ensuring that all rules, regulations and laws are followed by all persons in attendance. This person is financially responsible for damages that occur, proper supervision and actions of the participants, and for a satisfactory clean-up and lock up of the facility. Application for use, and use of the facility, constitutes agreement to this provision.
9. There may be other meetings and events in the building at the same time and all groups are to be respectful of other groups in the building, especially with respect to noise levels.
10. The Town of Lee shall not provide insurance coverage to any outside groups or organizations meeting in the Public Safety Complex. Each group or organization shall provide a valid Certificate of Insurance with the Town named as an additional insured prior to using the room, with policy limits of a minimum of \$1,000,000 per occurrence.
11. The Town and its employees are not responsible for any items left in the facility. A “Lost & Found” box is located outside the first floor meeting room as a convenience. It is preferred that items not be turned in to the Police Department, as they may be required to be held as evidence, and therefore not eligible to be released to its rightful owner for a period of days. However, items found that are of significant value should be given to the Police Department.
13. The Town Administrator or Board of Selectmen, may deny use of a room for any reason, even if the group or organization had prior use of the room(s). Groups denied the use of a meeting room by the Town Administrator may appeal the decision to the Board of Selectmen in writing within ten days from the date of denial. The Board will provide a written decision within thirty (30) days of the receipt of the written appeal and the decision of the Board will be final.
- a. A group or organization that is denied on appeal may be eligible to reapply for use of a meeting room in one year from the date of the Board’s written decision.
 - b. Any violation of this policy, Town Ordinances, State and/or Federal law, or compromise of any other mutually accepted condition of use, including the repeated failure to utilize a reserved room without first giving at least 24 hours prior cancellation notice to the Selectmen’s office, may result in a group being barred from use of the meeting rooms permanently.



Office Use Only

Date Received: _____

BOS Approved: _____

Insurance Cert: Y ___ N ___

TOWN OF LEE MEETING ROOM APPLICATION FORM

Users agree to provide a Certificate of Insurance to the Town with an endorsement demonstrating that the Town of Lee and its officials, agents, volunteers and employees are named as an additional insured.

All advertisements, announcements, press releases, flyers, etc., relating to meetings and/or events must contain the disclaimer: "This event is not sponsored by the Town of Lee"

Date of Application: _____

Name of Group: _____

Purpose of Event or Meeting: _____

Contact Person: _____ Event Supervisor: _____

Address: _____

Phone: _____ Email: _____

Number of People: _____

Date(s) of Use: _____ Time of Use: _____

Will food or beverages be served? _____ Do you require the use of the kitchen; if so, provide extent of use: _____

Please indicate on the reverse any special arrangements requested.

IN CONSIDERATION OF PERMISSION GRANTED by the Town of Lee, County of Strafford, State of New Hampshire, to use Lee's Meeting Rooms for the purpose indicated above, I, the undersigned representative of the above group/organization and all its members, hereby and forever discharge, release, indemnify, and hold harmless the Town of Lee, its successors and assigns, agents and employees from all debts, claims, demands, damages, actions and causes of action whatsoever, which we may now have or may hereafter have, as a result of our use of the Meeting Room(s). I attest that I/we do not, discriminate against any person on the basis of race, color, religion, national origin, handicap status, age, marital status, sexual orientation, or gender.

I have read and agree to abide by the Town of Lee Meeting Room Policy. I shall be responsible for all our participants and guests. I, the undersigned, have read this contract and understand all of its terms and I sign this release voluntarily and with full knowledge of its significance.

Signature of Legally Responsible Person: _____

Print Name: _____

ATTACH CERTIFICATE OF INSURANCE

INSURANCE AND RISK MANAGEMENT TERMS

International Risk Management Institute, Inc. (IRMI)

Additional Named Insured: (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. **(2)** A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured). In this sense, the term can be contrasted with additional insured, a person or organization added to a policy as an insured but not as a named insured. The term has not acquired a uniformly agreed upon meaning within the insurance industry, and use of the term in the two different senses defined above often produces confusion in requests for additional insured status between contracting parties.

Additional Insured: A person or organization not automatically included as an insured under an insurance policy who is included or added as an insured under the policy at the request of the named insured. A named insured's impetus for providing additional insured status to others may be a desire to protect the other party because of a close relationship with that party (e.g., wanting to protect church members performing services for the insured church) or to comply with a contractual agreement requiring the named insured to do so (e.g., project owners, customers, or owners of property leased by the named insured).

In liability insurance, additional insured status is commonly used in conjunction with an indemnity agreement between the named insured (the indemnitor) and the party requesting additional insured status (the indemnitee). Having the rights of an insured under its indemnitor's commercial general liability (CGL) policy is viewed by most indemnitees as a way of backing up the promise of indemnification. If the indemnity agreement proves unenforceable for some reason, the indemnitee may still be able to obtain coverage for its liability by making a claim directly as an additional insured under the indemnitor's CGL policy.

In property insurance, additional insured status is most often used in conjunction with a premises lease agreement between the named insured as the lessee and the owner of the leased building, in which the insured tenant is required to purchase insurance on the leased building and name the building owner as an additional insured on the insurance policy with respect to the leased building.

Additional Insured Endorsement: Policy endorsement used to add coverage for additional insureds by name—for example, mortgage holders or lessors. There are a number of different forms intended to address various situations, some of which afford very restrictive coverage to additional insureds. (Rather than naming each additional insured, a blanket additional insured endorsement sometimes is available.)

Automobile Liability Insurance: Insurance that protects the insured against financial loss because of legal liability for automobile-related injuries to others or damage to their property by an auto.

Certificate Holder: The entity that is provided a certificate of insurance as evidence of the insurance maintained by another entity. In standard certificate forms, the certificate holder is usually listed in the space provided for that purpose.

Claims-made Policy: A policy providing coverage that is triggered when a claim is made against the insured during the policy period, regardless of when the wrongful act that gave rise to the claim took place. (The one exception is when a retroactive date is applicable to a claims-made policy. In such instances, the wrongful act that gave rise to the claim must have taken place on or after the retroactive date.) Most professional, errors and omissions (E&O), directors and officers (D&O), and employment practices liability insurance (EPLI) is written as claims-made policies.

Combined Single Limit: Property policies may have split limits or combined single limits. The combined single limit simply states a single dollar limit that applies to any combination of bodily injury and property damage liability claims, as compared to split limits where three separate dollar amounts apply to each accident: per person limit, per occurrence limit for all injured persons, and per occurrence limit for all property damage resulting from the accident.

Commercial General Liability (CGL): A standard insurance policy issued to business organizations to protect them against liability claims for bodily injury (BI) and property damage (PD) arising out of premises, operations, products, and completed operations; and advertising and personal injury (PI) liability. The CGL policy was introduced in 1986 and replaced the "comprehensive" general liability policy.

Premises-Operations: Composed of those exposures to loss that fall outside the defined "products-completed operations hazard," it includes liability for injury or damage arising out of the insured's premises or out of the insured's business operations while such operations are in progress.

Products-Completed Operations: It encompasses liability arising out of the insured's products or business operations conducted away from the insured's premises once those operations have been completed or abandoned.

Errors & Omissions Coverage: An insurance form that protects the insured against liability for committing an error or omission in performance of professional duties. Generally, such policies are designed to cover financial losses rather than liability for bodily injury (BI) and property damage (PD).

Excess Liability policy: A policy issued to provide limits in excess of an underlying liability policy. The underlying liability policy can be, and often is, an umbrella liability policy. An excess liability policy is no broader than the underlying liability policy; its sole purpose is to provide additional limits of insurance.

General Aggregate Limit: The maximum limit of insurance payable during any given annual policy period for all losses other than those arising from specified exposures. Under the standard commercial general liability (CGL) policy, the general aggregate limit applies to all covered bodily injury (BI) and property damage (PD) (except for injury or damage arising out of the products-completed operations hazard) and all covered personal and advertising injury. When paid losses in these categories reach the specified aggregate limit, that limit is exhausted and no more losses in any of those categories will be paid under the policy. In other words, once the general aggregate limit is paid out, the only coverage remaining under the policy will be for products-completed operations claims—which are paid out of a separate aggregate.

Hold Harmless Agreement: A provision in a contract that requires one contracting party to respond to certain legal liabilities of the other party. For example, construction contracts typically require the contractor to indemnify the owner with respect to the owner's liability to members of the public who are injured or whose property is damaged during the course of the contractor's operations. There are a number of types of hold harmless clauses, differentiated by the extent of the liabilities they transfer. The most commonly used types of clauses are the "broad," "intermediate," and "limited" form hold harmless clauses.

- **Limited form**—Where Party A holds Party B harmless for suits arising out of Party A's sole negligence. Party B is thus protected when it is held vicariously responsible for the actions of Party A.
- **Intermediate form**—Where Party A holds Party B harmless for suits alleging sole negligence of Party A or negligence of both parties.
- **Broad form**—Where Party A holds Party B harmless for suits against Party B based on the sole negligence of A, joint negligence of A and B, or the sole negligence of B. Broad form hold harmless agreements are unenforceable in a number of states.

Indemnification: (1) In policies written on an indemnification basis, the insurer reimburses the insured for claims and claim costs already paid by the insured. Technically, the insured must not only suffer a loss but must also pay the loss before being indemnified by the insurer. (2) The agreement of one party to assume financial responsibility for the liability of another party. Hold harmless agreements are typically used to impose this transfer of risk.

Indemnify: To make compensation to an entity, person, or insured for incurred injury, loss, or damage.

Indemnity: Restoration to the victim of a loss up to the amount of the loss.

Loss Payee: A person or entity that is entitled to all or part of the insurance proceeds in connection with the covered property in which it has an interest. Often those asking to be named as loss payees have leased some type of equipment to the insured—a photocopy machine, for example. Several different loss payee

clauses address different insurable interest situations. A loss payee is also common in a personal auto policy (PAP) in which the automobile is financed. The lending institution would be listed as the loss payee on the declarations page.

Occurrence Policy: A policy covering claims that arise out of damage or injury that took place during the policy period, regardless of when claims are made. Most commercial general liability (CGL) insurance is written on an occurrence form.

Subrogation: The assignment to an insurer by terms of the policy or by law, after payment of a loss, of the rights of the insured to recover the amount of the loss from one legally liable for it.

Subrogation Waiver: An agreement between two parties in which one party agrees to waive subrogation rights against another in the event of a loss. The intent of the waiver is to prevent one party's insurer from pursuing subrogation against the other party. Generally, insurance policies do not bar coverage if an insured waives subrogation against a third party before a loss. However, coverage is excluded from many policies if subrogation is waived after a loss because to do so would violate the principle of indemnity.

Umbrella Liability Policy: A policy designed to provide protection against catastrophic losses. It generally is written over various primary liability policies, such as the business auto policy (BAP), commercial general liability (CGL) policy, watercraft and aircraft liability policies, and employer's liability coverage. The umbrella policy serves three purposes: it provides excess limits when the limits of underlying liability policies are exhausted by the payment of claims; it drops down and picks up where the underlying policy leaves off when the aggregate limit of the underlying policy in question is exhausted by the payment of claims; and it provides protection against some claims not covered by the underlying policies, subject to the assumption by the named insured of a self-insured retention (SIR).

Lamprey Regional Solid Waste Cooperative
PO Box 299
Stratham, NH 03885
603-772-7391 x183

February 19, 2015

Town of Lee
Attn: Julie Glover
7 Mast Road
Lee, NH 03861

Dear Ms. Glover,

Enclosed are the documents discussed at today's Board of Director's meeting.

Please feel free to contact me with any questions or concerns.

Sincerely,



Valerie Kemp
Treasurer

RECEIVED
FEB 24 2015
TOWN OF LEE, NH
SELECTMAN'S OFFICE

Meeting
Minutes

Coming!

9-23-14

PUBLIC HEARING NOTICE

LAMPREY REGIONAL COOPERATIVE
2015 ANNUAL OPERATING BUDGET AND
APPORTIONMENT PER COOPERATIVE MEMBER TOWN

In compliance with the Agreement for the formation of the Lamprey Regional Cooperative, Article VII-7.2, "**Public Hearing on Budget**" the Joint Board of Directors of the Lamprey Regional Cooperative does hereby post the 2015 Operating and Apportionment Budget per Cooperative Member Town, and hereby gives notice of a Public Hearing on the 2015 Budget and Apportionment, to be held on **Friday, January 16, 2015** at the **Stratham Municipal Center, 10 Bunker Hill Avenue, Stratham, NH at 1:00 p.m. E.S.T.**

PROPOSED APPORTIONMENT OF THE 2015
LAMPREY REGIONAL COOPERATIVE
OPERATING BUDGET

PROJECTED FUNDS TO BE RAISED BY LAMPREY REGIONAL COOPERATIVE MEMBERSHIP IN 2015:
TOTAL OF **\$898,456.31**

TIPPING FEES: (Projected 2015 share)

EPPING	\$166,037.24
MADBURY	75,608.87
NEWINGTON	25,228.44
NORTHWOOD	61,742.95
ROLLINSFORD	57,335.94
LEE	85,420.56
NEWFIELDS	44,407.75
NEWMARKET	74,395.96
STRATHAM	<u>181,557.77</u>
TOTAL:	\$771,735.48

PROJECTED 2015 EXPENSES AND INCOME STATEMENT

EXPENSES:

Operating Budget: \$881,785.20
Move to Reserves: 16,671.11

Total: \$898,456.31

REVENUES:

Tipping Fees: \$771,735.48 (Based on 81.85/ton)
Hauling: 109,579.46 (Based on \$5.53/mile)
Demo: 17,091.37 (Based on \$85.31/ton)
Interest Income 50.00

Total: \$898,456.31

Valerie Kemp
Treasurer
Lamprey Regional Cooperative

PUBLIC HEARING NOTICE

LAMPREY REGIONAL COOPERATIVE
2015 ANNUAL CLOSURE BUDGET AND
APPORTIONMENT PER COOPERATIVE MEMBER TOWN

In compliance with the Agreement for the formation of the Lamprey Regional Cooperative, Article VII-7.2, "**Public Hearing on Budget**" the Joint Board of Directors of the Lamprey Regional Cooperative does hereby post the 2015 Closure and Apportionment Budget per Cooperative Member Town, and hereby gives notice of a Public Hearing on the 2015 Budget and Apportionment, to be held on **Friday, January 16, 2015** at the **Stratham Municipal Center, 10 Bunker Hill Avenue, Stratham, NH** at **1:00 p.m. E.S.T.**

PROPOSED APPORTIONMENT OF THE 2015
LAMPREY REGIONAL COOPERATIVE
CLOSURE BUDGET

PROJECTED FUNDS TO BE RAISED BY LAMPREY REGIONAL COOPERATIVE MEMBERSHIP IN 2015:
TOTAL OF **\$22,000.**

Closure Monitoring Assessment: (Projected 2015 share)

BARRINGTON	1,308.33
DURHAM	2,070.42
UNH	1,456.51
EPPING	1,562.36
GREENLAND	1,329.50
LEE	927.29
MADBURY	292.16
NEWFIELDS	927.29
NEWMARKET	2,028.08
NEWINGTON	1,837.56
NORTHWOOD	1,011.97
ROLLINSFORD	800.28
STRATHAM	2,197.43
SOMERSWORTH	<u>4,250.82</u>
TOTAL:	\$22,000.00

PROJECTED 2015 EXPENSES AND INCOME STATEMENT

EXPENSES:		REVENUES:	
Closure Expenses:	14,550.00	Closure Revenues:	22,000.00
Due to Operating Fund:	7,031.44		
Moved to Reserves	418.56		
Total:	\$22,000.00	Total:	\$22,000.00

Valerie Kemp
Treasurer
Lamprey Regional Cooperative

8:03 AM

02/19/15

Accrual Basis

Lamprey Regional Solid Waste Cooperative Profit & Loss Budget vs. Actual January 1 through February 19, 2015

	Jan 1 - Feb 19, 15	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Hauling				
Town of Lee	553.00	22,026.22	-21,473.22	2.5%
Town of Epping	0.00	31,103.02	-31,103.02	0.0%
Town of Madbury	0.00	6,375.09	-6,375.09	0.0%
Town of Northwood	1,279.97	21,083.16	-19,803.19	6.1%
Town of Rollinsford	1,133.65	22,898.29	-21,764.64	5.0%
Total Hauling	2,966.62	103,485.78	-100,519.16	2.9%
Interest Income	0.00	50.00	-50.00	0.0%
Member Towns				
Town of Epping	11,817.52	152,910.24	-141,092.72	7.7%
Town of Lee	6,214.06	82,592.18	-76,378.12	7.5%
Town of Madbury	3,475.35	82,399.42	-78,924.07	4.2%
Town of Newfields	3,571.10	42,536.25	-38,965.15	8.4%
Town of Newington	1,485.58	24,681.11	-23,195.53	6.0%
Town of Newmarket	5,117.26	69,528.43	-64,411.17	7.4%
Town of Northwood	3,979.55	57,650.14	-53,670.59	6.9%
Town of Rollinsford	2,904.86	51,029.56	-48,124.70	5.7%
Town of Stratham	15,526.96	171,395.11	-155,868.15	9.1%
Total Member Towns	54,092.24	734,722.44	-680,630.20	7.4%
Municipal Demo & Furniture				
Town of Northwood	586.79	10,360.46	-9,773.67	5.7%
Town of Rollinsford	688.33	6,656.75	-5,968.42	10.3%
Total Municipal Demo & Furniture	1,275.12	17,017.21	-15,742.09	7.5%
Total Income	58,333.98	855,275.43	-796,941.45	6.8%
Expense				
Contracted Services				
Document Storage	0.00	1,320.00	-1,320.00	0.0%
Temporary Trucking Expense	0.00	2,300.00	-2,300.00	0.0%
Audit	0.00	12,000.00	-12,000.00	0.0%
Turnkey Expenses	14,700.13	740,010.85	-725,310.72	2.0%
Total Contracted Services	14,700.13	755,630.85	-740,930.72	1.9%
Insurances				
Unemployment	500.00	500.00	0.00	100.0%
Property & Liability Ins.	0.00	1,053.00	-1,053.00	0.0%
Workers Comp. Ins.	2,725.00	2,725.00	0.00	100.0%
Total Insurances	3,225.00	4,278.00	-1,053.00	75.4%

8:03 AM

02/19/15

Accrual Basis

Lamprey Regional Solid Waste Cooperative Profit & Loss Budget vs. Actual January 1 through February 19, 2015

	Jan 1 - Feb 19, 15	Budget	\$ Over Budget	% of Budget
Office Expenses				
Legal Fees	0.00	750.00	-750.00	0.0%
I.T. Maintenance	0.00	450.00	-450.00	0.0%
Bank Service Fees	0.00	100.00	-100.00	0.0%
Legal Ads	0.00	600.00	-600.00	0.0%
Office Supplies	119.08	500.00	-380.92	23.8%
Dues & Memberships	0.00	100.00	-100.00	0.0%
Equipment	0.00	600.00	-600.00	0.0%
Postage	0.00	250.00	-250.00	0.0%
Total Office Expenses	<u>119.08</u>	<u>3,350.00</u>	<u>-3,230.92</u>	<u>3.6%</u>
Payroll				
Truck Driver Payroll	2,390.40	32,812.48	-30,422.08	7.3%
Accountant Salary	1,406.76	16,887.54	-15,480.78	8.3%
Dispatch Payroll	279.00	3,715.26	-3,436.26	7.5%
Total Payroll	<u>4,076.16</u>	<u>53,415.28</u>	<u>-49,339.12</u>	<u>7.6%</u>
Payroll Taxes				
Employer Social Security	81.93	3,311.75	-3,229.82	2.5%
Employer Medicare	19.16	774.52	-755.36	2.5%
Total Payroll Taxes	<u>101.09</u>	<u>4,086.27</u>	<u>-3,985.18</u>	<u>2.5%</u>
Truck Expenses				
Truck Replacement	0.00	18,385.00	-18,385.00	0.0%
Fuel	1,306.00	16,500.00	-15,194.00	7.9%
Truck Repair	58.50	16,000.00	-15,941.50	0.4%
Safety Equipment	0.00	500.00	-500.00	0.0%
Truck Housing Expense	0.00	1,200.00	-1,200.00	0.0%
Total Truck Expenses	<u>1,364.50</u>	<u>52,585.00</u>	<u>-51,220.50</u>	<u>2.6%</u>
Total Expense	<u>23,585.96</u>	<u>873,345.40</u>	<u>-849,759.44</u>	<u>2.7%</u>
Net Ordinary Income	<u>34,748.02</u>	<u>-18,069.97</u>	<u>52,817.99</u>	<u>-192.3%</u>
Net Income	<u><u>34,748.02</u></u>	<u><u>-18,069.97</u></u>	<u><u>52,817.99</u></u>	<u><u>-192.3%</u></u>

Lamprey Regional Cooperative-Closure Acct
Profit & Loss Budget vs. Actual
 January 1 through February 19, 2015

	<u>Jan 1 - Feb 19, 15</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Closure Monitoring Assessment	0.00	22,000.00	-22,000.00	0.0%
Total Income	0.00	22,000.00	-22,000.00	0.0%
Expense				
Due to Operating Account	0.00	6,154.25	-6,154.25	0.0%
Electricity	0.00	400.00	-400.00	0.0%
Landfill Maintenance Expense	0.00	6,900.00	-6,900.00	0.0%
Sewer	0.00	250.00	-250.00	0.0%
Water Testing	0.00	7,000.00	-7,000.00	0.0%
Total Expense	0.00	20,704.25	-20,704.25	0.0%
Net Ordinary Income	0.00	1,295.75	-1,295.75	0.0%
Net Income	<u>0.00</u>	<u>1,295.75</u>	<u>-1,295.75</u>	<u>0.0%</u>

	12 Month Actual Jan 1 - Dec 31	12 Months 2014 Budget	Expenses (12 months)	Truck % Allocation	Trucking Obligation	Trucking Actual
Expenses (Jan - Dec. 2014)						
Contracted Services						
Document Storage	\$0.00	\$1,320.00				
Temporary Trucking Expense	\$4,584.37	\$2,300.00	\$2,300.00	100%	\$2,300.00	\$4,584.37
Audit	\$6,500.00	\$6,800.00	\$6,800.00	20%	\$1,360.00	\$1,300.00
Turnkey Expenses	\$732,684.01	\$732,684.00				
Total Contracted Services	\$743,768.38	\$743,104.00	\$9,100.00		\$3,660.00	\$5,884.37
Insurances						
Unemployment	\$500.00	\$500.00	\$500.00	80%	\$400.00	\$400.00
Property & Liability Ins.	\$514.00	\$1,447.00	\$1,447.00	20%	\$289.40	\$102.80
Workers Comp. Ins.	\$0.00	\$2,873.00	\$2,873.00	90%	\$2,585.70	\$0.00
Total Insurances	\$1,014.00	\$4,820.00	\$4,820.00		\$3,275.10	\$502.80
Office Expenses						
Legal Fees	\$0.00	\$750.00	\$750.00	20%	\$150.00	\$0.00
I.T. Maintenance	\$302.45	\$450.00	\$450.00	20%	\$90.00	\$60.49
Bank Service Fees	\$0.00	\$100.00	\$100.00	20%	\$20.00	\$0.00
Legal Ads	\$595.70	\$600.00	\$600.00	20%	\$120.00	\$119.14
Office Supplies	\$234.94	\$500.00	\$500.00	20%	\$100.00	\$46.99
Dues & Memberships	\$0.00	\$100.00	\$100.00	20%	\$20.00	\$0.00
Equipment	\$0.00	\$500.00	\$500.00	20%	\$100.00	\$0.00
Postage	\$290.00	\$250.00	\$250.00	20%	\$50.00	\$58.00
Total Office Expenses	\$1,423.09	\$3,250.00	\$3,250.00		\$650.00	\$284.62
Payroll						
Truck Driver Payroll	\$30,186.91	\$32,169.10	\$32,169.10	100%	\$32,139.10	\$30,186.91
Treasurer Salary	\$16,550.16	\$16,556.41	\$16,556.41	20%	\$3,311.28	\$3,310.03
Dispatch Payroll	\$3,328.21	\$3,642.41	\$3,642.41	100%	\$3,642.41	\$3,328.21
Total Payroll	\$50,065.28	\$52,367.92	\$52,367.92		\$39,092.79	\$36,825.15
Payroll Taxes						
Employer Social Security	\$3,198.38	\$3,246.81	\$3,246.81	6.2%	\$2,220.31	\$2,077.94
Employer Medicare	\$741.84	\$759.33	\$759.33	1.45%	\$519.27	\$485.97
Total Payroll Taxes	\$3,940.22	\$4,006.14	\$4,006.15		\$2,739.58	\$2,563.91
Truck Expenses						
Truck Replacement	\$18,385.00	\$18,385.00	\$18,385.00	100%	\$18,385.00	\$18,385.00
Fuel	\$14,105.09	\$16,500.00	\$16,500.00	100%	\$16,500.00	\$14,105.09
Truck Repair	\$14,816.25	\$16,000.00	\$16,000.00	100%	\$16,000.00	\$14,816.25
Safety Equipment	\$520.44	\$500.00	\$500.00	100%	\$500.00	\$520.44
Truck Housing Expense	\$1,200.00	\$2,400.00	\$2,400.00	100%	\$2,400.00	\$1,200.00
Total Truck Expenses	\$49,026.78	\$53,785.00	\$53,785.00		\$53,785.00	\$49,026.78
Total Expense	\$849,237.75	\$861,333.06				
Net Ordinary Income	\$43,163.96	(\$6,057.63)				
Transfers in From Closure Fund	\$6,057.63	\$6,057.63				
Net Income	\$49,221.59	\$0.00				
Primex Refunds	\$18,538.77					
J. Swartz Recycling	\$424.00					
	\$68,184.36					

	(sum of expenses above)	\$95,087.63
Expenses 12/31/14		\$95,087.63
Income 12/31/14		\$111,607.39
add'l toward truck loan:		\$16,519.76

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02/02/15

Accrual Basis

Lamprey Regional Solid Waste Cooperative Profit & Loss Budget vs. Actual January through December 2014

	Jan - Dec 14	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
J. Schwartz Recycling Rebates	424.00			
Misc Refunds & Overpayments	18,538.78			
Due From Closure	6,057.64	6,057.64	0.00	100.0%
Hauling				
Town of Lee	24,556.17	22,026.22	2,529.95	111.5%
Town of Epping	32,695.65	31,103.02	1,592.63	105.1%
Town of Madbury	8,950.76	6,375.09	2,575.67	140.4%
Town of Northwood	23,425.55	21,083.16	2,342.39	111.1%
Town of Rollinsford	21,979.26	22,898.29	-919.03	96.0%
Total Hauling	111,607.39	103,485.78	8,121.61	107.8%
Interest Income	28.78	50.00	-21.22	57.6%
Member Towns				
Town of Epping	166,213.86	152,910.24	13,303.62	108.7%
Town of Lee	83,977.76	82,592.18	1,385.58	101.7%
Town of Madbury	71,057.35	82,399.42	-11,342.07	86.2%
Town of Newfields	43,631.41	42,536.25	1,095.16	102.6%
Town of Newington	25,185.79	24,681.11	504.68	102.0%
Town of Newmarket	74,724.31	69,528.43	5,195.88	107.5%
Town of Northwood	61,515.92	57,650.14	3,865.78	106.7%
Town of Rollinsford	57,112.49	51,029.56	6,082.93	111.9%
Town of Stratham	179,455.35	171,395.11	8,060.24	104.7%
Total Member Towns	762,874.24	734,722.44	28,151.80	103.8%
Municipal Demo & Furniture				
Town of Northwood	12,658.75	10,360.46	2,298.29	122.2%
Town of Rollinsford	5,232.55	6,656.75	-1,424.20	78.6%
Total Municipal Demo & Furniture	17,891.30	17,017.21	874.09	105.1%
Total Income	917,422.13	861,333.07	56,089.06	106.5%
Expense				
Contracted Services				
Document Storage	0.00	1,320.00	-1,320.00	0.0%
Temporary Trucking Expense	4,584.37	2,300.00	2,284.37	199.3%
Audit	6,500.00	6,800.00	-300.00	95.6%
Turnkey Expenses	732,684.01	732,684.01	0.00	100.0%
Total Contracted Services	743,768.38	743,104.01	664.37	100.1%
Insurances				
Unemployment	500.00	500.00	0.00	100.0%
Property & Liability Ins.	514.00	1,447.00	-933.00	35.5%
Workers Comp. Ins.	0.00	2,873.00	-2,873.00	0.0%
Total Insurances	1,014.00	4,820.00	-3,806.00	21.0%

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02/02/15

Accrual Basis

Lamprey Regional Solid Waste Cooperative
Profit & Loss Budget vs. Actual
 January through December 2014

	Jan - Dec 14	Budget	\$ Over Budget	% of Budget
Office Expenses				
Legal Fees	0.00	750.00	-750.00	0.0%
I.T. Maintenance	302.45	450.00	-147.55	67.2%
Reconciliation Discrepancies	-0.30			
Bank Service Fees	0.00	100.00	-100.00	0.0%
Legal Ads	595.70	600.00	-4.30	99.3%
Office Supplies	234.94	500.00	-265.06	47.0%
Dues & Memberships	0.00	100.00	-100.00	0.0%
Equipment	0.00	500.00	-500.00	0.0%
Postage	290.00	250.00	40.00	116.0%
Total Office Expenses	1,422.79	3,250.00	-1,827.21	43.8%
Payroll				
Truck Driver Payroll	30,186.91	32,169.10	-1,982.19	93.8%
Accountant Salary	16,550.16	16,556.41	-6.25	100.0%
Dispatch Payroll	3,328.21	3,642.41	-314.20	91.4%
Total Payroll	50,065.28	52,367.92	-2,302.64	95.6%
Payroll Taxes				
Employer Social Security	3,198.38	3,246.81	-48.43	98.5%
Employer Medicare	741.84	759.33	-17.49	97.7%
Total Payroll Taxes	3,940.22	4,006.14	-65.92	98.4%
Truck Expenses				
Truck Replacement	18,385.00	18,385.00	0.00	100.0%
Fuel	14,105.09	16,500.00	-2,394.91	85.5%
Truck Repair	14,816.25	16,000.00	-1,183.75	92.6%
Safety Equipment	520.44	500.00	20.44	104.1%
Truck Housing Expense	1,200.00	2,400.00	-1,200.00	50.0%
Total Truck Expenses	49,026.78	53,785.00	-4,758.22	91.2%
Total Expense	849,237.45	861,333.07	-12,095.62	98.6%
Net Ordinary Income	68,184.68	0.00	68,184.68	100.0%
Net Income	68,184.68	0.00	68,184.68	100.0%

Lamprey Regional Cooperative
 Profit & Loss Budget vs. Actual
 January 1 through December 31, 2014

	<u>12 Month Actual</u> <u>Jan 1 - Dec 31</u>	<u>12 Months</u> <u>2014 Budget</u>
Ordinary Income/Expense		
Income		
Hauling		
Town of Lee	\$24,556.17	\$22,026.22
Town of Epping	\$32,695.65	\$31,103.02
Town of Madbury	\$8,950.76	\$6,375.09
Town of Northwood	\$23,425.55	\$21,083.16
Town of Rollinsford	\$21,979.26	\$22,898.29
Total Hauling	\$111,607.39	\$103,485.78
Interest Income	\$28.78	\$50.00
Member Towns		
Town of Epping	\$166,213.86	\$152,910.24
Town of Lee	\$83,977.76	\$82,592.18
Town of Madbury	\$71,057.35	\$82,399.42
Town of Newfields	\$43,631.41	\$42,536.25
Town of Newington	\$25,185.79	\$24,681.11
Town of Newmarket	\$74,724.31	\$69,528.43
Town of Northwood	\$61,515.92	\$57,650.14
Town of Rollinsford	\$57,112.49	\$51,029.56
Town of Stratham	\$179,455.35	\$171,395.11
Total Member Towns	\$762,874.24	\$734,722.44
Municipal Demo & Furniture		
Town of Northwood	\$12,658.75	\$10,360.46
Town of Rollinsford	\$5,232.55	\$6,656.75
Total Municipal Demo & Furniture	\$17,891.30	\$17,017.21
Total Income	\$892,401.71	\$855,275.43

November 20, 2014

Lamprey Regional Cooperative Executive Board of Directors

Discussion of 2015 Operating & Closure Budgets

Present: Executive Board Members: Karen Anderson, Paul Deschaine, Edmund Jansen, Joseph Moriarty; Representing Waste Management: Bob Magnusson & Jim Necella

Mr. Deschaine opened the meeting by summarizing the prior meetings of the 5 member town trucking group regarding the future of continuing the hauling cost center of Lamprey Regional Cooperative. This group has experienced some operational issues that we have had to address throughout the summer. In doing that, it did begin a discussion of what role does Lamprey have in the trucking operation, what role could others fulfill in this area of operations. Is it still cost effective for Lamprey to continue the trucking operation or would it be better to have an outside contractor provide those services. Mr. Deschaine stated that he had been approached by the trucking group to contact Waste Management to talk about not only the trucking, but that it's also dependant on the areas that we deliver. With the contract coming up for our disposal needs in another two years, decisions we make now regarding truck can significantly impact our contract two years from now.

Jim Necella from Waste Management opened the discussion regarding changing or extending the current contract. He stated that being 8 years into a 10 year contract, the market for waste disposal has changed a bit. Communities are contracting for rates less than what Lamprey pays, and that sometimes happens in a longer term contract. But long term contracts do provide stability. He went on to state that his analysis showed that the tonnage that gets delivered to Turnkey has gone down by about 30%. He stated that it would be important going forward that all member towns were in for the duration of the contract. He further explain that the terms of a contract are based on volume, so before a business plan can be put in place, some assurance would need to be made that all member towns are willing to participate for the length of the contract. Mr. Deschaine stated that he was not aware of any member communities electing to withdraw, that in our 30 year history, the only member town to withdraw was the Town of Durham, which was an amicable separation. Mr. Nocella expressed his opinion that many times you see a desire for 'regionalizing of services' with communities feeling that can get a better deal separately, and in the short term that may be true, but in the long term that may not prove to be true. Those communities who are members of the Cooperative who do not use Waste Management currently (Greenland, Somersworth, Barrington) would be able to contract services with Lamprey under our contract with Waste Management.

Mr. Deschaine brought up the discussion of the need for a recycling option and that Lamprey has not contracted for that as a district. He stated to the representatives from Waste Management that the Lamprey would like to see a solid recycling option in any proposal. Mr. Nocella stated that he could foresee a proposal that stated a fee for recycling material that goes to Turnkey.

Discussion moved on to the subject of hauling and whether or not a proposal was requested from Waste Management to provide outside hauling services (as opposed to Lamprey continuing to do our own trucking.) Mr. Deschaine and Mr. Moriarty stated that yes, the Cooperative would like to see such a proposal. Mr. Deschaine said that we have an asset that we are looking to get a return on, but that if we are not covering the costs sufficiently in a cost effective manner, it doesn't necessarily justify all the operating headaches of continuing the in-house hauling operation.

Discussion moved to disposal and the subject of an extension or rollover of the current contract with Waste Management. Mr. Nocella asked the Board what type of a term they were looking for. Mr. Deschaine said that it would depend on how good of an offer was made by Waste Management, stating that 10 years was not out of the question, and 5 if it's not so good! Mr. Deschaine stated that the Cooperative had been in contact with Northeast Resource Recovery Association, and that they are consulting with us regarding these contractual issues so Lamprey will be getting their input before any decision is made. Mr. Nocella stated that by doing this, Lamprey has taken one of Waste Management's competitors – to which Mr. Deschaine interjected that NRRRA is consulting only – that the Cooperative is not looking for a proposal for services from NRRRA. Mr. Nocella stated that that may be the initial intentions, but what if NRRRA approaches the Cooperative for services? Some discussion was had regarding whether or not NRRRA provided MSW services, to which Mr. Nocella felt strongly that they did. Mr. Nocella stated that he knows they are viewed as a consultant, but Waste Management views them as a broker – as a competitor, which he said is not necessarily a bad thing, but WM is trying to give the Cooperative a proposal which the Cooperative could in turn give to a competitor – no different from WM perspective than sharing the proposal with Casella. Mr. Deschaine stated that the Cooperative's intention is not to contract with NRRRA for MSW services.

Discussion moved back to the length of the contract – somewhere within a 5 to 10 year range. Mr. Nocella explained one caveat in the proposal that he wanted to discuss. First WM has to put a price on the table for January 1, 2017, when the contract expires. The next issue is how to deal with the 2 years leading up to that. Are we willing to basically walk away from the terms of today and re-write the contract and basically WM's answer to that is yes, WM wants to be fair to a long standing organization, but if WM is to do that, anything done by way of price relief would have to come in a cash incentive. For example, let's say in 2017 WM charges \$65 per ton, and we are willing to give you \$100,000 as an incentive to extend the contract early. The Cooperative could take that over two fiscal years, and use it as a tipping fee stabilization fund, or hand it back to the member communities, however the Cooperative Board chose to – on a ton per ton basis or make it part of the Operating Budget. WM gives this incentive to amortize it over 10 years so that, from a financial perspective, so that they are not taking the loss of \$10/per ton got the 2 years that they have a valid contract. Mr. Deschaine stated that it would have to be a decision discussed with the Board of Directors. Mr. Nocella stated that the terms of the cash incentive would be very clearly spelled out in the contract. Mr. Deschaine asked if the term would begin in 2015 or would it be 10 years plus 2. Mr.

Nocella said that it would be 10, plus 2, but that the terms would be dependant on other factors as well in the negotiating of the contract.

Mr. Jansen asked what the proposed penalty be if one of the member towns decided to pull out within the new contract period. Mr. Moriarty stated that it would need to be a unanimous vote of all member towns for the contract to valid. Mr. Deschiane stated that there are provisions in the Cooperative's by-laws for the event of a member town pulling out of the Cooperative. Mr. Nocella stated that the way WM would move forward is that they would give a proposal based on the current communities within the Cooperative that are delivering to Turnkey today, and will ask each of those communities to sign an agreement that says that they are committing to the terms of the Lamprey contract. If communities decide not to sign, then they will remain member towns, but they will need to find independent disposal services. Member communities need to remember that on a short term basis they may find lower rates, but over a longer period of time, being part of a larger group has proven to be financially beneficial. Mr. Nocella stated that from WM's perspective, if they have given a proposal which includes an incentive that is based on the participation of all the member communities – and communities decide to back out – that will change the incentive.

Mr. Deschaine explained how he envisioned the process. Waste Management makes a lucrative proposal, the executive committee of Lamprey endorses it, it's taken as part of the budget process to the Board of Directors, they endorse it, the proposal moves forward with WM joiner agreement that is presented to each member town. Each member town will have to deal with it however they need to whether by warrant article, council motion, etc. with the final decision happening in many cases at Town Meeting in March. Mr. Nocella stated that the current rates would stay in affect for the next two years, and the cash incentive would be the compensation. If the rates are \$80 at January 1, it will remain \$80 and the cash incentive is how you equalize the rate.

Mr. Deschiane asked Mr. Nocella is they new the rates for 2015 yet. Mr. Nocella stated that there would be a 1% increase in the rates.

The meeting resumed with only the Board of Directors and discussion of the 2015 Operating and Closure Budgets for 2015.

Mrs. Anderson made a comment that the budget should not include the cash incentive at this point, and Mr. Deschaine agreed. Some discussion about the cash incentive took place, stating that it would have to be decided when the time came regarding how to distribute the cash incentive, with possibilities being to lower the tipping fee, distribute cash to member towns, or pay off the truck loan to the Cooperative.

Discussion ensued regarding the operating budget and the current state of the budget vs. actual report provided by the Treasurer. Mr. Deschaine said that given where the BVA report was as of November, it was projected that the trucking group would be able to make the first repayment on the truck loan back to the Cooperative at the end of 2014.

The increase in the hauling rate to \$5.53 as of the 2013 budget has made a positive impact on the trucking group's ability to begin repayment of the loan.

Budget line items were discussed individually, with recommendations for increases or adjustments to 2015 budget over the 2014 current expenses.

Recommendation was made from the IT maintenance vendor to replace the monitor for 2015. The Treasurer also stated that there is a remote log in software program that would be beneficial to her given that the Lamprey office is in her home and not easily accessible to her during the work day when questions arise not only from member towns, but during meetings such as this one. She would like to try the free version of "Team Viewer" first to see if it will work. If not, there is a program called "Log Me In" which is \$99 per year. The Board supported trying the free version first, but also approved the expense of \$99 per year if necessary. \$100 was added to the IT line item.

Equipment line item – The Treasurer expressed a need for a shredder for the office, which had been previously approved but not yet purchased. It was recommended to purchase the shredder out of the remaining funds in 2014 for the shredder and monitor, and the 2015 equipment funds to purchase an upgrade to the accounting software (DacEasy).

It was determined to give the 3 paid employees a 2% increase, with a corresponding increase to the payroll tax expenses.

Mr. Moriarty asked that we drop the truck housing payment to him from \$2400 annually to \$1200 annually. He feels that there is less utilization of electricity and trucking maintenance occurring on the property and feels that \$1200 will cover his expenses to house the truck.

On the Closure budget – Mr. Moriarty stated that there were some issues that needed to be addressed in the vault house at the landfill. He was attempting to take one of the meters out to see if it could be cleaned. It fell off due to age, disrepair and rust. Mr. Moriarty was going to try to get an electrician to repair that and some other issues and the vault house. This invoice will be paid from 2014 budgeted funds in the Closure budget.

Mr. Deschaine asked for further comments on the 2015 Operating or Closure Budgets. Hearing none, the meeting was closed.

Respectfully submitted,

Valerie Kemp
Treasurer

June 24, 2014

Lamprey Cooperative Trucking Group Meeting

Present: Dennis Koch, Edmund Jansen, Brent Lemire, Roger Rice, Paul Deschaine, Joseph Moriarty

For the benefit of everyone present, Mr. Deschaine handed out a financial analysis of the trucking group's income and expenses to date along with a projection for the remainder of the year. As the budget stands to date, the trucking group is projected to have approximately a \$1,000 deficit after making a payment toward the truck this year. So at the juncture, it appears that some amount will be re-paid toward the truck loan.

Discussion moved on the Mr. Moriarty's findings on the value of the truck. The retail value is anywhere from \$80,000 - \$90,00 but in order for McDevitt Truck to put it on their lot for that price, they would need to put approximately \$7500 into it. Their purchase price from the Cooperative would be between \$75,000 - \$80,000. Mr. Deschaine reminded the members present that there was a 2% interest expectation on the loan. Mr. Deschaine reminded the board that they as members, and he as Chairman, could go to the larger Cooperative Board as ask for forbearance of the interest on the theory that even if we had kept the funds in reserve, we would have made little or no interest in the current investment market. Mr. Deschaine went on to discuss different financial options and their outcomes with the members present.

Mr. Deschaine opened the discussion to the members present asking for their thoughts on how to move forward. Mr. Moriarty stated that he was slightly encouraged by the numbers brought forth and was pleased that the Trucking Group was able to make at least some payment back to the larger Cooperative on the truck loan. He felt that the trucking group should ride out the current year and see what financial position the group was in at year end. He stated that if the numbers continue in a positive direction, he would be in favor of giving the trucking group another year through the 2015 budget season, and re-evaluating at the end of 2015. He further suggested another meeting at the end of September or early October to see if the positive trend continued. He also again stated that the truck would be best housed at a member town with a Public Works garage and perhaps an employee who might be available to cover for Lamprey's driver if needed.

Mr. Moriarty went on to state that if the unpaid balance of the truck was allocated to be paid back among the member towns, it could perhaps be done over a period of time to reduce the financial burden, but stated again that in light of the better financial outlook, he would be inclined to continue the trucking through another budget season and re-examine the situation at the end of 2015. He went on to state that if an unpaid balance was assessed to the member towns that it should be based on mileage, going back a year to see what the average mileage was per town and assessed based on that.

Mr. Lemire stated his concern that the Cooperative was not meeting budget on the truck. Mr. Moriarty stated that they were this year, since increasing the mileage rate. Valerie Kemp, the Cooperative's Treasurer, stated that since putting the Operating Budget into a cost center

reporting model has made a huge difference in being able to assess what specific cost are attributable to the trucking group. That accounting model has only been in place in this last year – and brought to light the fact that we were not charging enough in mileage to maintain the expenses of the trucking group. Since in the increase in the mileage rate, the numbers certainly prove that the Cooperative is now on track to meet its expenses as well as begin to make loan payments back to the general Cooperative group. Mr. Lemire said that he still had concerns whether the Cooperative would be able to meet the obligations of payroll, truck maintenance costs, and general expenses and stated whether it might be better to look into contracting out the hauling as a group. Mr. Lemire stated that he would be willing to go until October of 2014 and see what the numbers looked like and whether the trucking group was on target to make a loan payment this year. If at that time, no payment could be made, he would move to sell the truck, disband the trucking group, and accept an assessment to the Town of Northwood for its share of the unpaid balance of the loan, and contract out as a group for hauling services. Mr. Moriarty agreed with Mr. Lemire's points and agreed that we should ride out the rest of this year and reassess where the Trucking Group was by October.

Discussion took place revisiting the analysis done by Roger Rice of Lee regarding his findings on contracted hauling, based on doing so as a group as a division of the Cooperative. Mr. Deschaine stated that the analysis was not a formal RFP, and as such had limitations on detail. He went on to say that assistance, possibly from NRRA, would be needed to draft a formal RFP should that be the group's decision. Mr. Deschaine asked Roger Rice if he would contact NRRA about a formal RFP to have in place by the October meeting. Mr. Rice stated that the quotes he received were for hauling member town owned cans. Mr. Deschaine expressed his concern that by removing the truck, and contracting out the hauling, there will always some member Town who feels they can do better privately, and for the short term they may save a dollar or two on a haul, and the town sells their container and becomes totally at the beck and call of the private hauler. He stated that he want the group to consider the ramifications involved. Member towns will always be approached by hauling vendors who want them to believe they can get a better deal individually. Mr. Lemere stated that he agreed it would be best, if the decision was made to contract out the hauling, that it was done so as a group of the Cooperative, that strength in numbers would make a difference in the long run.

Discussion took place regarding a date for the next meeting, and it was decided upon September 23, 2014.

Meeting was adjourned

Respectfully Submitted,

Valerie Kemp

June 3, 2014

Lamprey Cooperative Trucking Group Meeting

Roger Rice

Present: Paul Deschaine, Joseph Moriarty, Dennis Koch, Edmund Jansen, Brent Lemire

Mr. Deschaine opened the meeting by again explaining the basic three functions of the Cooperative – the division that still maintains the Somersworth landfill (the Landfill Closure), the MSW disposal or Operating function, which contracts as a whole of all member towns with Waste Management, and the third is the five member towns that needed trucking services. With this divisional creation under our agreement, we began to look at our processes differently and trying to establish them more as cost centers to make sure that the members needing those services were paying and supporting those services. Over the course of the last two or three budget cycles, we've discovered that the trucking division really wasn't paying the full boat, and you've seen an increase in your rates which reflect that and which was all part of the budgeting process and the collective Board of Directors decision.

That's the budgetary process for the Cooperative, but the operation of each division is really supposed to be managed by the member towns using those services. So you're all here today representing the trucking division. What brought this all to a head is two-fold. We have had on going personnel issues concerning the driver and any further discussion of that will be in non-public session. With that came either a search for a new replacement driver, or at minimum a backup driver which we do not have now. That search presented some operational dilemmas. Mr. Deschaine went on to thank the Moriartys for the many years that they have maintained the truck and the dispatching needs for the Cooperative. For some time now, the Moriartys have been trying to retire from their duties within the Cooperative and a search for replacements for their management functions has been asked from the trucking division members.

At our last meeting, we discussed all of these issues, and what came out of it was a concern or question of whether or not the Cooperative has enough activity in the trucking division to warrant continuing to operate our own truck, could this been done more cost effectively with private haulers. No one could really answer those questions. Roger Rice from Lee was good enough to take the data that we have on number of hauls per community and reach out to various contractors to ascertain what options were available.

The meeting was turned over to Mr. Rice for presentation of his findings. Mr. Rice passed out a sheet of his findings. East Coast Container and Ponderosa did not respond to his request for information, and were not included in his analysis. Mr. Deschaine pointed out that according to Mr. Rice's analysis; it appeared that hauling charges were less expensive going with a private hauling company. Mr. Deschaine stated that this might confirm the future for the trucking division of the Cooperative.

Mr. Deschaine interjected that the truck the Cooperative has is relatively new and that the larger Cooperative loaned money to the trucking division to purchase that truck. To date,

trucking fees have not generated enough income to begin to reimburse the Cooperative for the loan.

Mr. Rice asked what the current value of the truck may be. An answer was not readily available and it would take some research to find out. Mr. Moriarty said he would talk to McDevitt truck regarding the value. (2009 Volvo w/retractable axle, 4 axles, 6 cylinders, gross vehicle weight 60,000, odometer at purchase 449 – purchase date 3/30/2010). Mr. Moriarty stated that it would be good to know where we stand currently with our projected income and expenses to know if the trucking group is on track to make a payment on the truck loan back to the Cooperative this year. He felt that if the trucking group was on track to make a payment; that was a clear indication that the increase in the hauling rate in 2013 was a positive move.

Mr. Deschaine pointed out that one of the larger expenses to the trucking group is labor, if a member town had a need for a half time driver, we could fulfill both needs, and keep our collective costs down if that town took over or managed the truck and still provided the services on contract for the Cooperative, throwing that out as another option to discuss and think about.

Mr. Deschaine stated that even if we were to reach a determination to suspend or eliminate the trucking services, we would still maintain the trucking services through the current fiscal year. Making some dent in the debt service of the truck would be beneficial in the end and we would also need to give notice to Cooperative members so that they can make arrangements. He went on to state that another option would be to seek out a group price for hauling with a private hauler – assuming that 5 member towns would get a better group price than each town contracting a separate price. Mr. Koch asked if the decision was made to eliminate the trucking group, what would be the project date, to which Mr. Deschaine replied that it would be the decision of the trucking group as a governing body.

Mr. Koch asked Mr. Rice if his analysis was based on a group price of all 5 member towns and Mr. Rice replied that it was. Mr. Rice explained that there would be one bill issued to the Cooperative and then the Cooperative would bill out individually to each member town. Mr. Deschaine stated that some type of agreement would need to be drafted before the plan could go forward.

The Treasurer provided a balance of net income to the truck group Board of Directors as of May 31, 2014 of approximately \$60,000 in net income for the year. Mr. Deschaine stated that that was a good sign that we were in fact on track to possibly make a loan payment back to the Cooperative for the truck this year. Mr. Koch asked if the projected net income was more than the \$18,385 yearly payment for the truck, would we pay more toward the loan, and again Mr. Deschaine said that would be up to the trucking group to decide, but the amount is not capped at the \$18,385. Mr. Moriarty stated that he would be in favor of paying more than the payment due if it was possible to do so. Mr. Lemire asked for an explanation as to the structure of the loan and who the loan was owed to. Mr. Deschaine responded that the loan was owed to the larger Cooperative.

That the Cooperative had money in reserves based on previous operations on the incinerator and in managing the landfill, and it was felt that we had enough in reserves to protect ourselves over and above the amount of the loan.

Mr. Koch asked if there was a written agreement on the loan from the Cooperative to the trucking group. Mr. Deschaine responded that it is within the motion on the record where the Cooperative Board of Directors authorized the loan by vote. The terms were simply stated up to \$120,000 with 2% interest. Mr. Koch was concerned because if the truck is sold and it comes short of what is owed, then the member towns would need to pay the Cooperative back for the shortfall. Mr. Deschaine said if that was to happen, the larger Cooperative Board would have to meet to basically discuss the default of not fulfilling the motion of the full board, and determine the best course of action. The trucking group is part of that Board and would be able to participate in that discussion.

Mr. Moriarty asked if the Treasurer could provide a reconciled reporting of where the net income stands as of 6/30/14, along with a projected analysis of the remainder of the year to see how close we will be in our ability to make a truck payment this year. Mr. Moriarty stated that that reporting would give a strong indication on the direction of the trucking group, and its ability to stay in operation. The Treasurer reminded the Board that this was the first year making the significant increase to the hauling rate. Several years prior to this increase, we were losing money on hauling. Mr. Lemire clarified that if the trucking group was eliminated and the truck sold, the five member towns would be responsible to pay back the Cooperative for any shortfall in the sale price on a proportional basis, against what was owed on the loan.

Mr. Koch asked if any member town in the trucking group decided to just walk away and not participate in the group private hauling plan, are there penalties involved in doing so. Mr. Deschaine stated that he didn't think so, but if that were to happen, he would reserve the right to look into it more closely and that it would take a vote of the larger Cooperative board. The budget is predicated on the participation of all member towns and if one withdraws, the by-laws would need to be studied.

Mr. Deschaine asked if the members present felt it necessary to meet again to discuss the options moving forward. It was decided that the Treasurer would provide the analysis as of 5/31/14 and project it out for the year, and meet again on 6/24/14.

Discussion turned to the MSW contract with Waste Management. Mr. Rice commented that the current contract we have with WM for trash disposal at Turnkey in Rochester is up for renewal in 2016. He went on to say that in the last 8 years there has been a drop in MSW rates after an analysis he did with Northeast Resource Recovery. Mr. Rice had also met with a representative of WM who asked Mr. Rice if he thought the Cooperative would be interested in renewing with a new contract this year with a drop in costs. Mr. Deschaine responded that he would like to see the proposal and that Mr. LaChapell from WM should email a formal proposal to him and he will bring it to the Board of Directors. Mr. Deschaine also suggested that the Cooperative consider using NRRRA as a consultant in looking into all options for MSW disposal.

Mr. Moriarty thanked Mr. Rice for the analysis he provided the group, as was agreed to by all members present.

Respectfully submitted,

Valerie Kemp
Treasurer

May 20, 2014

Lamprey Regional Cooperative
Trucking Group meeting

Present: Brent Lemire, Joseph Moriarty, Dennis Koch, Roger Rice, Paul Deschaine

A meeting was called by the Lamprey chairman, Paul Deschaine, to discuss the Lamprey Trucking group, which consists of 5 member towns that use the Lamprey truck for waste hauling. They are: Madbury, Lee, Northwood, Rollinsford and Epping.

Mr. Deschaine opened the meeting by saying that he wanted each member town to be as honest and open about what their communities needs were in relation to the trucking and hauling by the Cooperative. He went on to say that he views his role as Chairman of the Board of the total Cooperative and as such has a fiduciary responsibility to all the members. The representatives of the hauling/trucking group are really the Board of Directors for that group according to the by-laws and articles of agreement. He went on to explain to the group that more and more, trucking issues are coming to him as the general chairman instead of the trucking group as a whole. He felt that is wasn't fair to the Town of Stratham – who does not participate in the hauling group – that he should be spending so much time fielding issues regarding the trucking group specifically. He went on to discuss certain issues regarding the Lamprey driver and his interactions with representatives of member communities. Discussion took place regarding a need for a backup driver to fill in for our permanent driver in cases of medical necessity or illness. Lamprey currently contracts out to independent hauling companies when needed, but it's expensive as the do not use Lamprey's truck. Mr. Deschaine brought up the fact that currently the driver is not randomly drug and alcohol tested, and that needed to change because it was a huge liability to the Cooperative as a whole if something were to happen. Mr. Deschaine stated that someone from the trucking group needed to step up and make sure this is put into place. Mr. Deschaine explained that the employer can not be the requester of a random drug or alcohol test; it must be part of a consortium, with a random test pull. The only situation where an employer can send someone for testing is if they have a reasonable suspicion. Mr. Koch from Epping said that he would approach the Town of Epping to see if it might be possible to add the Lamprey driver to their testing pool.

Mr. Koch asked for some clarification on the structure of the Lamprey Cooperative. Mr. Deschaine gave a brief explanation. He stated that Lamprey was originally created for solid waste disposal, at the time Lamprey ran an incinerator and disposed of the ash. When the incinerator closed, we replaced the incinerator with a contract with Waste Management, and all the member towns belong to that. It's only incidental to our disposal services that the trucking occurred because we needed a truck to transport the ash to the landfill. Lamprey had a truck that was only doing two or three trips a week. To fill in the usefulness of the truck, the moving of cans amongst towns was created. When Lamprey divested themselves of the incinerator, the by-laws have us as the overarching group, and different groups are sub-groups within the Cooperative. One sub-

group is the disposal group, of which all towns are part. The trucking group is made up of the five towns represented here today, and you basically run the group as your own Board of Directors under Lamprey Cooperative.

Mr. Lemire asked if there was financial benefit to member towns having independent hauling contracts outside of the Cooperative, and wanted to know why out of all of the towns that were part of the Cooperative, only 5 towns took part in the hauling. Mr. Deschiane replied that some towns, like Stratham, Newmarket and Newfields have curbside pickup, and with that the trucking costs are 'thrown in' as part of the contracted service.

Discussion continued about the options for the trucking group, whether or not to maintain the current system without a backup driver, or to disband the trucking group entirely and hire outside haulers, whether that be through the Cooperative or individually through each member town. Mr. Rice from Lee stated that he felt it would be mutually financially beneficial to remain as a group if it came to contracting outside hauling proposals.

Discussion moved to the recent purchase of a hauling truck 4 years ago, and whether or not selling it and disbanding the trucking group made financial sense. Mr. Moriarty felt that with the poor market, it was not possible to sell the truck without coming up short of what was owed on the loan. Mr. Moriarty stated that 2014 was scheduled to be the first year the trucking group would be able to make a payment on the truck back to the Cooperative. He also went on to state that he did not see any big increases on the demand for the truck. Mr. Rice stated that Lee uses the truck to haul glass to Wakefield every six weeks. Mr. Moriarty felt that all towns are getting more efficient in their hauling, and hauling bigger loads, which cuts down on mileage costs. He said that good management and good controls at the member towns have lead to a decreased price advantage of the truck.

Mr. Rice stated that it might be advantageous for the Cooperative to reach out to Waste Management and ask them what the hauling charges would be for the 5 member towns if they remained as a whole unit within the Cooperative, feeling that we might be offered a better price than for each town to try to contract individually. Mr. Rice offered to reach out to several independent haulers and to do an analysis of what the haulers would offer.

Mr. Moriarty stated that, in his opinion, the best way for the trucking group to be maintained efficiently would be for the truck and cans to be stored and maintained at one of the member town sites. One that has a Public Works Department, and someone who could do the maintenance on the truck and possibly be trained as an emergency backup driver.

Mr. Koch stated that it had been discussed that Epping could house the truck, that it could be plugged in during the winter months, and that they can do routine maintenance. He stated that he had some hesitation regarding the dispatch requirements and asked for some clarification. Mrs. Moriarty, who is currently the Lamprey dispatcher, stated that

most towns deal directly with the driver, but that she also maintains the drivers work hours, maintains the weight slips and sends these items to the Treasurer bi-weekly. It was stated that if the truck was housed in Epping, the dispatch part of things would require very little addition to anyone's duties. Mr. Deschaine stated that the Cooperative would reimburse the Town of Epping for maintenance costs and housing of the truck. He went on to say that another approach would be for the Lamprey Driver to become an employee of the Town of Epping, and the direct costs of that position be billed to the Cooperative, whether it be part-time or a full time position that shares part of the costs with the Cooperative. Mr. Deschaine stated that it could be a definite benefit for the right member town.

It was decided to put together the information discussed in today's meeting and meet again in two weeks – June 3, 2014.

Respectfully submitted,

Valerie Kemp
Treasurer

December 10, 2013

Lamprey Regional Cooperative

Public Hearing to Discuss 2014 Operating & Closure Budgets

Mr. Deschaine opened the Public Hearing at 3:15. Discussion started with the Closure Budget. No changes are proposed for the upcoming budget year, and remains at \$22,000, all of which is paid by assessments to member communities.

Mr. Deschaine opened the floor for discussion of the Closure Budget for 2014. Mr. Moriarty asked how much was spent in 2012. Mr. Deschaine said a total for the year was not yet available, but as of last quarter reporting ending in September, we had expended \$4,372.75. As discussed at the prior Board of Director's meeting, this is low as several maintenance projects planned for the year did not take place, and that water testing was still outstanding as well. Mr. Deschaine went on to say that he had recently had a discussion with Bill Straw about evaluating the landfill operational status. He will be giving us a proposal in the coming year. Mr. Moriarty stated that he felt things had been neglected in the last five or so years and he would like to see some maintenance at the landfill. Mr. Deschaine said that he had also received a call from Doug Kemp who wanted to know if we were still operating as a solid waste district, and informed him that we were having our public hearing today. It was mentioned that the valves need to be exercised. Mr. Moriarty felt that if we could do some in 2014 and some in 2015, it would be beneficial.

Mr. Deschaine stated that in 30 days a meeting of the Board of Directors would be held to share the thought mentioned today, and that hopefully the budget would be adopted at that time, and closed the discussion on the Closure budget.

Mr. Deschaine opened the Public Hearing in regard to the Operating budget. The Operating Budget required a small adjustment to what was posted due to a spreadsheet error, going up slightly from what was posted. The operating budget as proposed is \$861,333.07. The operating budget is based on basically two rates that will be billed in 2014, that being the anticipated rate for disposal of \$81.85, which is based on a trucking fee of \$5.53 per mile. Mr. Moriarty reported on a meeting held with the trucking group of communities. The representatives from the trucking group unanimously decided that the rate should be kept at \$5.53, it was felt that this rate was needed to maintain the repayment schedule for the truck. Mr. Deschaine said that it should be well documented in the financial model we adopted last year that this will fully created a cost recovery mechanism for the trucking/hauling group. Mr. Deschaine went on to thank the 5 communities who are part of the trucking group for taking on and accepting that challenge. Mr. Moriarty also stated that he is cutting the truck housing annual bill from \$2400 to \$1200.

Mr. Deschaine asked if there were any further comments on the Operating Budget for 2014. Hearing none, the meeting was closed at 3:29.

MINUTES OF THE JANUARY 28, 2010 MEETING OF THE LAMPREY COOPERATIVE BOARD OF DIRECTORS

The following members were present:

Epping	Dennis Koch
Lee	Roger Rice
Madbury	Joseph Moriarty
Newfields	Wes Moore
Newington	Margaret "Peggy" Lamson
Northwood	David Stack
Rollinsford	Edmund Jansen
Somersworth	Denis Messier
Stratham	Paul Deschaine

The meeting opened at 1:00 pm at the Madbury Town Hall by Chairman Deschaine.

Mr. Deschaine reported that there were no comments provided during the public hearing held on the budgets. Mr. Jansen moved to approve the 2010 Closure Budget of \$21,169. Mr. Rice seconded the motion which passed unanimously.

Mr. Jansen moved to adopt the 2010 Operating Budget of \$1,030,597.77. Mr. Rice seconded the motion, which passed unanimously.

Bookkeeper Valerie Kemp passed out copies of the final Balance Sheet for 2009. She reported that the Audit for 2008 is done but the draft is still under review.

Mr. Moriarty reported on the proposed purchase of a new hauling truck as was approved in the 2010 Operating Budget. They hope to purchase a Volvo with a long wheelbase to be able to haul larger cans in the future. The price quoted from McDevitt Trucks is \$119,425. It will take about a month to perform all the fit up work. As noted in the Budget, the five hauling towns will be borrowing the money to purchase the truck from the whole Cooperative's reserves. The proposed terms for self-funding this purchase would be 2% interest over 7 years.

Mr. Moriarty moved to purchase a new truck for a price not to exceed \$123,000 and to authorize the Chair or the Vice Chair to sign any required paperwork on behalf of the Cooperative, and to further authorize these funds to be obtained from reserves on terms of 2% per annum over 7 years. Mr. Rice seconded the motion. Under discussion, it was noted the truck being replaced is a 2001 Mack. Hearing no further comments, the Chair called for a vote and the motion passed unanimously.

Mr. Rice stated that the Town of Lee has spare 50 and 42 yard cans if any member wanted to borrow and/or purchase them. They are closed top units.

A discussion occurred regarding the leadership of the hauling group of 5 towns. Mr. Moriarty and his wife Barbara have held these leadership roles for many, many years. It was felt that it would be fair to have another member take on that role. Matt Harvey of Epping has also

**MINUTES OF THE JANUARY 28, 2010 MEETING OF THE LAMPREY
COOPERATIVE BOARD OF DIRECTORS**

expressed an interest in storing and maintaining the Lamprey truck. The five member towns, which use the hauling services, will meet and discuss what future directions they should take.

Mr. Deschaine reported that the final agreement with the Concord Cooperative for recycling services is almost done in accordance with the terms previously discussed. Mr. Messier moved to authorize the Chair to sign the Concord Cooperative Agreement contingent on a favorable legal review/opinion from legal counsel as determined by the Executive Committee. Mr. Moriarty seconded the motion which passed unanimously with Mr. Rice abstaining.

At approximately 2 pm, Mr. Moore moved to adjourn. Ms. Lamson seconded the motion which passed unanimously.

Respectfully submitted,

Paul R. Deschaine
Chair

**TAX CREDIT/EXEMPTION
APPLICATION RECOMMENDATION**

To: Select Board
Town of Lee

Date: February 23, 2015

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

RE: Elderly Exemption Application
Suzanne Gaeb
Tax Map 10 Lot 5-25

The above application was timely filed and supporting information has been provided and reviewed. Based on the review it appears that Suzanne Gaeb does qualify for the 65-74+ years of age elderly exemption and it is recommended that the application be approved for 2015.

If there are any questions, please let me know.

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

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

STEP 1 NAME AND ADDRESS	PROPERTY OWNER'S LAST NAME	FIRST NAME	INITIAL
	Gaeb	Suzanne	
	PROPERTY OWNER'S LAST NAME	FIRST NAME	INITIAL
	MAILING ADDRESS		
	6 Red Pine Dr		
	CITY/TOWN	STATE	ZIP CODE
Lee	NH	03861	
CITY/TOWN TAX MAP #	BLOCK #	LOT #	
ADDRESS OF PROPERTY			
STEP 2 VETERANS' TAX CRED- ITS/EX- EMPTION	1 Veteran's Name		
	2 Date of Entry into Military Service		3 Date of Discharge/Release from Military Service
	4 <input type="checkbox"/> Veteran	<input type="checkbox"/> Veterans' Tax Credit	
	<input type="checkbox"/> Spouse/CU Partner	<input type="checkbox"/> Credit for Service Connected Total and Permanent Disability	
	<input type="checkbox"/> Surviving Spouse/CU Partner	<input type="checkbox"/> Credit for Surviving Spouse/CU Partner of Veteran Who Was Killed or Died on Active Duty	
	Veteran of Allied Country		
	5 Name of Allied Country Served in _____		6 Branch of Service _____
	7 <input type="checkbox"/> US Citizen at time of entry into the Service	8 <input type="checkbox"/> Alien but Resident of NH at time of entry into the Service	
	9 Does any other eligible Veteran own interest in this property? <input type="checkbox"/> No <input type="checkbox"/> Yes If YES, give name _____		
	10 <input type="checkbox"/> Total Veteran Exemption		<input type="checkbox"/> (a) Veteran <input type="checkbox"/> (b) Surviving Spouse/CU Partner of that Veteran
STEP 3 OTHER EXEMP- TIONS	11 <input checked="" type="checkbox"/> Elderly Exemption Applicant's Date of Birth <u>5/26/49</u> Spouse/CU Partner's Date of Birth _____ Must be 65 years of age on or before April 1st of year for which exemption is claimed.		
	<input type="checkbox"/> Disabled Exemption	<input type="checkbox"/> Solar Energy Systems Exemption	
	<input type="checkbox"/> Blind Exemption	<input type="checkbox"/> Woodheating Energy Systems Exemption	
<input type="checkbox"/> Deaf Exemption	<input type="checkbox"/> Wind-Powered Energy Systems Exemption		
STEP 4 IMPROVE- MENTS	13 <input type="checkbox"/> Improvements to Assist Persons with Disabilities		<input type="checkbox"/> Improvements to Assist the Deaf
STEP 5 RESIDEN- CY	14 <input checked="" type="checkbox"/> This is my primary residence		
	<input type="checkbox"/> NH Resident for one year preceding April 1st in the year in which the tax credit is claimed (Veterans' Credit)		
	<input type="checkbox"/> NH Resident for Five Consecutive Years preceding April 1st in the year the exemption is claimed (Disabled & Deaf Exemptions)		
	<input type="checkbox"/> NH Resident for Three Consecutive Years preceding April 1st in the year the exemption is claimed (Elderly Exemption)		
STEP 6 OWNER- SHIP	15 Do you own 100% interest in this residence? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If NO, what percent (%) do you own? _____		
STEP 7 SIGNA- TURES	Under penalties of perjury, I hereby declare that the above statements are true.		
	SIGNATURE (IN INK) OF PROPERTY OWNER		DATE
	Suzanne Gaeb		
SIGNATURE (IN INK) OF PROPERTY OWNER		DATE	
WHEN TO FILE	Deadline: Form PA-29 must be filed by April 15th preceding the setting of the tax rate. The assessing officials shall send written notice to the taxpayer of their decision by July 1st prior to the date of notice of tax. Failure of the assessing officials to respond shall constitute a denial of the application. Example: If you are applying for an exemption and/or credit of your 2008 property taxes, which are due no earlier than December 1, 2008, then you have until April 15th, 2008 to file this form. The assessing officials have until July 1st, to send notice of their decision. Failure of the assessing officials to respond shall constitute a denial of the application.		
	A late response or a failure to respond by assessing officials does not extend the appeal period. Date of filing is when the completed application form is either hand delivered to the city/town, postmarked by the post office, or receipted by an overnight delivery service.		
APPEAL PROCE- DURE	If an application for a property tax exemption or tax credit is denied by the town/city, an applicant may appeal in writing on or before September 1st following the date of notice of tax under RSA 72:1-d to the New Hampshire Board of Tax and Land Appeals (BTLA) or to the Superior Court. Example: If you were denied an exemption from your 2008 property taxes, you have until September 1, 2009, to appeal. Forms for appealing to the BTLA may be obtained from the NH BTLA, 107 Pleasant Street, Concord, NH 03301, their web site at www.nh.gov/btla or by calling (603) 271-2578. Be sure to specify EXEMPTION APPEAL.		

PROPERTY OWNER'S NAME
PROPERTY OWNER'S NAME
TAX MAP/BLOCK/LOT

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

MUNICIPAL AUTHORIZATION

VETERANS' TAX CREDIT

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

VETERANS' EXEMPTION

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

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

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

OTHER EXEMPTIONS

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

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

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

- List of assets, value of each asset, net encumbrance and net value of each asset.
 - * Statement of applicant and spouse's/CU partner's income.
 - * Federal Income Tax Form.
 - * State Interest and Dividends Tax Form.
 - * Property Tax Inventory Form filed in any other town.
- * Documents are considered confidential and are returned to the applicant at the time a decision is made on the application.

Municipal Notes

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

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
PERMANENT APPLICATION FOR PROPERTY TAX CREDIT/EXEMPTIONS

Web site for the Veterans' qualifying medals and discharge papers: www.nh.gov/revenue/munc_prop/propertyappraisal.htm then click on either Veterans Medals List or Veterans Qualifying Discharge Papers.

TYPE OF CREDIT OR EXEMPTION	AMOUNT	WHO MAY APPLY
STANDARD TAX CREDIT RSA 72:28	\$50 (\$51-\$500 if RSA 72:28-a is adopted) is subtracted from the taxes due on the applicant's RESIDENTIAL property occupied as veteran's principle place of abode. For Veteran's surviving spouse/CU partner: See RSA 72:28 II. For Proration: See RSA 72:30.	Every resident in the U.S. who served not less than 90 days in the armed forces in any of the qualifying wars or armed conflicts, as listed in RSA 72:28, and was honorably discharged; or the spouse/CU partner or surviving spouse of such resident. • 'Under Honorable Conditions' does not qualify.
SURVIVING SPOUSE/CU PARTNER TAX CREDIT RSA 72:29-a	\$700 (\$701-\$2000 if RSA 72:29-b is adopted) is subtracted from taxes due on the applicant's property, whether residential or not.	The surviving spouse/CU partner of any person who was killed or died while on active duty in the armed forces, as listed in RSA 72:28, so long as the surviving spouse/CU partner remains single.
SERVICE-CONNECTED TOTAL DISABILITY TAX CREDIT RSA 72:35	\$700 (\$701-\$2000 if RSA 72:35-a is adopted) is subtracted from the property taxes due on the applicant's residential property.	Any person who: • has been honorably discharged and who has a total and permanent service-connected disability; OR • is a double amputee or paraplegic because of the service-connected injury; OR • is the surviving spouse/CU Partner of above qualified veteran and remains single.
EXEMPTION FOR CERTAIN DISABLED SERVICE-MEN RSA 72:36-a	"...shall be exempt from all taxation on said homestead..."	Any person, who: • is discharged from the military services of the U.S. under conditions other than dishonorable, or an officer who is honorably separated from military service; AND • is totally and permanently disabled from service connection and satisfactory proof of such service connection is furnished to the assessors; AND • is a double amputee of the upper or lower extremities or any combination thereof, paraplegic, or has blindness of both eyes with visual acuity of 5/200 or less as the result of service connection; AND • owns a specially adapted homestead which has been acquired with the assistance of the Veterans Administration or owns a specially adapted homestead which has been acquired using proceeds from the sale of any previous homestead which was acquired with the assistance of the Veterans Administration.

IMPROVEMENTS TO ASSIST PERSONS WITH DISABILITIES AND THE DEAF

EXEMPTION	AMOUNT OF EXEMPTION	WHO MAY APPLY
IMPROVEMENTS TO ASSIST PERSONS WITH DISABILITIES RSA 72:37-a and RSA 72:38-b	The value of improvements made for the purpose of assisting a person with a disability or deafness is deducted from the assessed value of the residential real estate.	Any person owning residential real estate upon which he resides and to which he has made improvements for the purpose of assisting a person with a disability or deafness who also resides on such real estate.

THE OPTIONAL EXEMPTIONS BELOW MUST BE ADOPTED BY THE MUNICIPALITY BEFORE ANYONE MAY APPLY

EXEMPTION	AMOUNT OF EXEMPTION	WHO MAY APPLY
DISABLED RSA 72:37-b RSA 72:37-c	Amount of the exemption, and the level of income and assets (excluding the value of the property owner's residence) are determined by vote of the city/town, per RSA 72:37-c.	Any person eligible under the Federal Social Security Act for benefits to the disabled, and who has been a New Hampshire resident at least 5 years by April 1st of the year the exemption is claimed. NOTE: See Financial Qualifications on page 3.
BLIND EXEMPTION RSA 72:37	\$15,000 (unless the city/town votes an increase) is subtracted from the assessed valuation.	Every inhabitant owning residential real estate, who is legally blind, as determined by the administrator of blind services of the vocational rehabilitation division of the education department.
DEAF EXEMPTION RSA 72:38-b	\$15,000 (unless the city/town votes an increase) is subtracted from the assessed valuation.	NH Residents who are deaf or severely hearing impaired and have been a NH resident for more than 5 consecutive years and meet the income and asset requirements.
SOLAR ENERGY SYSTEMS RSA 72:61	Determined by vote of the city/town, per RSA 72:63.	Any person owning real property equipped with a solar energy heating or cooling system, as defined in RSA 72:61.
WOODHEATING ENERGY SYSTEMS RSA 72:69	Determined by vote of the city/town, per RSA 72:71.	Any person owning real property equipped with a woodheating energy system, as defined by RSA 72:69.
WIND-POWERED ENERGY SYSTEMS RSA 72:65	Determined by vote of the city/town, per RSA 72:67.	Any person owning real property equipped with a wind-powered energy system, as defined by RSA 72:65.