

SELECT BOARD MEETING AGENDA

DATE: 5:30pm Monday, May 11, 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 - 5:30 pm**
- 2. Motion to Enter into Non-Public Session under - RSA 91-A:3 II (a)**
- 3. Public Comment**
- 4. Bill Humm, Conservation Commission Chair – Dedicated Service Acknowledgement for Laura Gund**
Present Laura Gund with a Certificate of Appreciation for her 24 years of dedicated service to the Lee Conservation Commission.
- 5. Larry Kindberg, Rec Commission Chair – Rec Commission Appointment**
Recommend the appointment of James Lonano to the Recreation Commission for a 3 year term.
- 6. Dick Babcock, Ag Commission – Farmer’s Market Vendor’s Insurance**
Discuss the liability insurance coverage requirement for the farmer’s market vendors and the possibility of waiving this requirement.
- 7. Scott Nemet, Fire Chief – Motorola Radios**
Request permission to purchase 5 Motorola radios for the fire department.
- 8. Roger Rice, Transfer Station – Waste Management Disposal Proposal**
Review Waste Management’s proposed terms for an early renewal of the MSW contract with the Lamprey Regional Cooperative.
- 9. John LaCourse, Selectman – Moving Town Offices to the Public Safety Complex**
Further discuss the option of moving all the town office to the PSC. Review the square footage and discuss safety concerns.
- 10. Select Board – Goal Setting**
Review 2-3 goals from each Board member and Town Administrator and compile a list and schedule for 2015.
- 11. Carole Dennis, Select Board Chairwoman – Public Email Response**
Further discuss the idea of using a uniform email response to acknowledge receipts of public emails.
- 12. Julie Glover, Town Administrator – Lee Fair Fund**
Present the Board with a letter stating that the Lee Fair Committee voted to donate funds to the Town. Request that the Board vote to accept this money from the Lee Fair Committee and agree to set up the Lee Fair Fund.
- 13. Julie Glover, Town Administrator Report**
 - *Tyco Fire Alarm Invoices*
 - *Draft E-Crier/Website Policy*
 - *Draft Select Board Operational/Ethics Policy*
 - *Draft Municipal Records Committee Policy and Establish Committee Members*
 - *Schedule LRP walkthrough and Select Board/Recreation Commission Workshop*
 - *Lee in Bloom*
 - *Sculpture Grant from NH Charitable Foundation*
 - *Miscellaneous*

14. Motion to accept the Consent Agenda as presented:

SIGNATURES REQUIRED

OYRA MOU
Notice of Intent to Excavate (5)
Elderly Exemption Application
Charitable Exemption Application
Land Use Change Tax
Educational Exemption Application
Religious Exemption Application (2)
Department Head Leave Request

INFORMATION ONLY

DRA Valuation
Unanticipated Revenue
Religious Exemption Application

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

15. Motion to accept the BOS Public Meeting Minutes and Non-Public Meeting Minutes from April 27, 2015.

16. Motion to accept Manifest #22 and Weeks Payroll Ending May 10, 2015.

17. Miscellaneous/Unfinished Business

18. Adjournment

Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on May 8, 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.

Certificate of Appreciation

We Hereby Express Our Sincere Appreciation To

Laura Gund

For her 24 years of dedicated service to the Lee Conservation Commission.

Presented

May 11, 2015

John LaCourse

Carole Dennis, Chair
Lee Select Board

Scott Bugbee

and

William Humm

William Humm, Chair
Lee Conservation Commission



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

Office Use Only

Meeting Date: May 11, 2015

Agenda Item No. 5

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
5/6/2015

Agenda Item Title: Recreation Commission Appointment

Requested By: Larry Kindberg **5/6/2015**

Contact Information: larrykindberg@comcast.net

Presented By: Larry Kindberg, Rec Commission Chair

Description: Recommend to the Board for approval James Lonano's application for appointment to the Recreation Commission for a 3 year term.

Financial Details: N/A

Legal Authority NH RSA 41:8; RSA 35-B

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to approve the appointment of James Lonano to the Recreation Commission for a 3 year term.



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: JAMES E. LONANO
Address: 58 FOX GARRISON ROAD Phone/Cell: 518-641-8173
of Years as a Resident: > 1 YEAR
Email address: JAMES.LONANO@GMAIL.COM

Full Membership (3 year term) position applying for: RECREATION COMMISSION

Term Expires on the following date: _____

Alternate Position (3 year term) position applying for: TOWN CENTER COMMITTEE

Term Expires on the following date: _____

I feel the following experience and background qualifies me for this position: I am an attorney and my training and job experience has taught me to critically analyze an issue to find workable and efficient solutions. My wife and I recently moved to LEE to put down roots with our two children - I want to be an active and involved member of this wonderful community.

[Signature]
Signature

3/31/2015
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.

To: **JAMES LONANO** of Lee, New Hampshire in the **County of Strafford**:

Whereas, there is a vacancy in the office of the RECREATION COMMISSION and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said named above, upon your taking the oath of office, and having this appointment and the certificate of said oath of office recorded by the Town Clerk, you shall have the powers, perform the duties and be subject to the liabilities of such office until March 2018.

Given under our hands, this 11TH day of May, 2015

.....>

.....> **SELECT BOARD**

.....>

I, _____, do solemnly swear that I will faithfully and impartially discharge and perform all the duties incumbent on me as a member of the RECREATION COMMISSION according to the best of my abilities, agreeably to the rules and regulations of the constitution and laws of the **State of New Hampshire - So help me God.**

**STATE OF NEW HAMPSHIRE
STRAFFORD COUNTY**

Personally appeared the above named **JAMES LONANO** took and subscribed the foregoing oath. Before me,

.....
Linda R. Reinhold, **Town Clerk**

Date: _____, 2015

Received and Recorded:



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7 MAST RD, LEE, NH 03861
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Office Use Only

Meeting Date: May 11, 2015

Agenda Item No. 6

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
5/11/2015

Agenda Item Title: Farmer's Market Vendor's Insurance

Requested By: Agricultural Commission

Date: 5/4/2015

Contact Information: 603-234-7907

Presented By: Richard Babcock

Description: Discuss with the Select Board the liability insurance coverage requirement for the farmer's market vendors and the possibility of waiving this requirement.

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

Legal Authority RSA 674:44-e, f; 41:8; 41:11a

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to approve waiving the general & product liability insurance requirement for the Lee Farmer's Market vendors that derive less than \$ _____ in anticipated net annual income from the sale of their products; **OR**

Move to approve waiving the general & product liability insurance requirement for the Lee Farmer's Market vendors; **OR**

Move to require that all vendors provide proof of general & product liability

LEE FARMERS' MARKET
OPERATING GUIDELINES

February, 2007

(amended 1/11)

PURPOSE: The Lee Farmers' Market is organized to provide a profitable outlet for local farmers, growers, prepared foods providers, bakers, and craftspeople while providing the general public access to high quality, fresh products. The vision of the Market is to support local agriculture and to provide high quality products to local residents. The Lee Agriculture Committee, a municipal organization within the State of New Hampshire, operates the market itself. A Market Master will act as a contact for the committee. As such, the market itself will not be operated for profit – only its vendors will do so. All items sold in the market must be produced locally and comply with New Hampshire state regulations.

The market can readily accommodate up to 25 vendors on a sign-up basis through the Agriculture committee represented by the Market Master. Craft vendors shall not constitute more than 1/3 of the physical market. A craft vendor is one that has over 1/2 of its salable products as non-produce products.

SALABLE PRODUCTS: Items to be sold, must be produced locally and will include, but not limited to: agricultural, baked goods, dairy, poultry and meat products, eggs, fiber

goods and crafts, fresh and dried flowers, fresh fruits and berries, herbs, honey, jams and jellies, plants, processed foods, seeds, syrup vegetables, and wood crafts.

HOURS, DATES, AND FEES: The market will operate on Thursdays during the season in which the vendors are harvesting. The season will not begin prior to Memorial Day and will end prior to September 30th. The dates of the market are at the discretion of the Lee Agriculture Committee. Hours of operations are 3:00 p.m. – 6:00 p.m.

Each vendor will pay a membership fee of \$25.00 by April 1st of each year. Membership fees will not be pro-rated for vendors who become members after April 1st. A daily fee of \$10.00 will be assessed of intermittent vendors. These fees will be used by the market for promotion and advertising. Checks should be made payable to Town of Lee-Farmer's Mkt. Daily vendors may pay their fee to the Market Master on the day of the market.

VENDOR RESPONSIBILITY: Each vendor is responsible for complying with the New Hampshire Department of Agriculture regulations pertaining to items being sold at the Market. Contact the NH Department of Ag and Markets and Food for information and guidance. Vendors selling by weight are expected to use certified scales; this is the responsibility of the grower. Vendors should carry liability insurance for their products.

Each vendor is responsible for being at the market on time and setting up before it opens. The market will be available for set up at 2:30 p.m. Vendors are generally expected to remain at the market until closing. If any vendor is not going to attend, notification

should be provided to the Market Master as soon as possible. Regular attendance by vendors will assure that they received consistent placement in the market grounds and improve the overall success of the market. Each vendor will provide their own display and are expected to keep it clean and safe. Each vendor must remove all trash; the area must be left clean and neat at day's end.

Vendors may opt to combine goods/share a space for the purpose of selling at the market; the names of the producing farms must be displayed. Vendors may not sell any finished product that is purchased from commercial wholesalers.

LEE AGRICULTURE COMMITTEE/MARKET MASTER: LAC/MM are responsible for all marketing/advertising, signing and overall market management. LACC/MM will coordinate all vendors and any special events to be held during the market. LAC/MM has the right to determine appropriateness of all vendors. LAC/MM will assign market spaces and provide general oversight. In the absence of a LAC/MM manager, a vendor may be asked to provide on-site assistance, management on any given market day. The Town of Lee provides liability coverage for the physical site, not the product(s). Product liability is the responsibility of the vendor. Issues pertaining directly to the market are directed to a standing committee of the LAC/MM that oversees its operation and management. LAC/MM contact is Dick Babcock, Lee NH 659-9329

tubadirt@comcast.net

Lee Farmers' Market
At the "Old Fire Station"
Corner of Recycling Road & Mast Road

VENDOR SPACE FORM

Deadline April 1st 2015

NAME _____

NAME OF FARM OR BUSINESS _____

ADDRESS _____

TOWN / CITY _____

E-MAIL _____

PHONE _____

I HAVE: _____ Product Liability Insurance (strongly recommended)

We anticipate operation through the end of September and will appreciate your continuing support.

Please check the product(s) you would bring to the market:

Fruits	Vegetables	Value added	Other
<input type="checkbox"/> Apples	<input type="checkbox"/> Broccoli	<input type="checkbox"/> Baked goods	<input type="checkbox"/> Dairy
<input type="checkbox"/> Blueberries	<input type="checkbox"/> Carrots	<input type="checkbox"/> Dried fruits	<input type="checkbox"/> Eggs
<input type="checkbox"/> Melons	<input type="checkbox"/> Lettuce	<input type="checkbox"/> Flowers	<input type="checkbox"/> Fish
<input type="checkbox"/> Peaches	<input type="checkbox"/> Peppers	<input type="checkbox"/> Herbs	<input type="checkbox"/> Meat
<input type="checkbox"/> Raspberries	<input type="checkbox"/> Potatoes	<input type="checkbox"/> Honey	<input type="checkbox"/> Poultry
<input type="checkbox"/> Strawberries	<input type="checkbox"/> Snap beans	<input type="checkbox"/> James/Jellies	<input type="checkbox"/> Crafts
	<input type="checkbox"/> Sweet corn	<input type="checkbox"/> Salsa	<input type="checkbox"/> Other

Please specify any other products that may not be listed above.



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

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Meeting Date:

Agenda Item No.

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
5/11/2015

Agenda Item Title: Purchase Motorola APX4000 Portable Radios

Requested By: Chief Nemet

Date: 5/4/2015

Contact Information: SNemet@LeeFire.org 659-5411

Presented By: Chief Nemet

Description: The Fire Department would like to purchase 5 Motorola APX4000 Portable Radios. Current radios are over 10 years old and we are experiencing reliability issues.

Financial Details: \$12,247.50 from New Equipment Line (FY15 Budget \$15,000)

Legal Authority RSA 41:8; Lee Purchasing Policy

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

REQUESTED ACTION OR RECOMMENDATIONS:

Move to approve the Fire Chief's request to purchase 5 Motorola APX4000 Portable Radios from 2-Way Communications for an amount not to exceed \$12,247.50 as a sole-source purchase.



Quote Number: QU0000312861
Effective: 06 MAR 2015
Effective To: 30 JUN 2015

Bill-To:

LEE FIRE & RESCUE DEPARTMENT
20 GEORGE BENNETT RD
LEE, NH 03824
United States

Ultimate Destination:

LEE FIRE & RESCUE DEPARTMENT
20 GEORGE BENNETT RD
LEE, NH 03824
United States

Attention:

Name: Chief Scott Nemet
Email: snemet@leefire.org

Sales Contact:

Name: Nicholas Hamel
Email: nhamel@2-way.biz
Phone: 603-431-6288

Contract Number: WSCA STANDARD
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	5	H51KDF9PW6AN	APX 4000 VHF MHZ MODEL 2 PORTABLE	\$1,317.00	\$6,585.00
1a	5	Q811BR	ENH: SOFTWARE P25 CONVENTIONAL	\$487.50	\$2,437.50
1b	5	H885BK	ENH: 2 YR SFS LITE	\$84.00	\$420.00
1c	5	H499JU	ENH: SUBMERSIBLE (DELTA T)	\$187.50	\$937.50
1d	5	QA04934AA	ALT: IMPRES LI-ION 2300MAH RUGGED UL BATTERY	\$37.50	\$187.50
1e	5	QA04865AA	ADD: TWO KNOB CONFIGURATION	-	-
1f	5	QA04776AA	ADD: REFLECTIVE LABEL	\$7.50	\$37.50
2	5	HMN4104B	IMPRES RSM DSPLY W JACK, W CHNL	\$281.25	\$1,406.25
3	5	WPLN4232A	110 VAC 50/60 HZ US IMPRES SUC	\$47.25	\$236.25

Total Quote in USD

\$12,247.50

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

- 2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
- 3 Purchaser will be responsible for shipping costs, which will be added to the invoice.
- 4 Prices quoted are valid for thirty(30) days from the date of this quote.
- 5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE**

PUBLIC SAFETY RADIO

Contract # 02702

Department of Administrative Services

1. Scope:

ELIGIBLE PARTICIPANTS

Eligible Participants include all departments and agencies of the State of New Hampshire (State). Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit Agency certified under the provisions of section 501c of the Federal Internal Revenue Code, and the NH College and University Council as provided by RSA 21-I:17 shall be eligible to participate under this contract whenever said sub-division or nonprofit agency desires. Political sub-divisions and authorized non-profit organizations shall utilize their own individually established purchasing procedures. The State shall not be liable for any breach of contract by these entities.

2. Changes:

CONSTRUCTION OF AGREEMENT AND TERMS - This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

DELIVERY - Orders are to be shipped F.O.B. Destination to any point within the State of NH. All orders will be quoted including shipping. An outside carrier must not invoice shipping charges to the State of New Hampshire.

Shipments must be properly packaged to meet accepted commercial standards without extra charge to the State of New Hampshire.

RETURNS - Return authorizations and credits shall be provided without a restocking fee or other penalty for all items, unless noted on the original quote provided by the Vendor and agreed to by the purchasing agency, for up to 30 days from receipt of shipment. All return shipping charges shall be the responsibility of the Vendor

INVOICING - Invoicing shall be done at the time order ships. Invoices shall clearly indicate the PO#, quantity, description, date of delivery, as well as the net price to the State of New Hampshire. The invoice may reflect any additional discount offered by the Vendor (i.e., earlier payment, quantity/case lot discount).

PAYMENTS - Terms are NET 30 days from the date of invoice. In the event an order is shipped incomplete (partial), the Purchasing Entity shall pay for each shipment as invoiced by the Contractor unless the Purchasing Entity has clearly specified "No Partial Shipments" on each Purchase Order. In any instance, payment shall not be reasonably withheld.

REPORTING REQUIREMENTS - Throughout the period of the contract, the Vendor must provide quarterly reports to the Bureau of Purchase and Property, for products and services delivered against the contract. The contents of this report must include the following information: purchase order date, purchase order number, invoice number, manufacturer part number, manufacturer model number, description, and price. Purchasing agency number will be included in the report, contingent upon the purchasing agency providing this number on the Purchase Order, The actual content and format will be established after the completion of this agreement. Each Participating Agency may also request a copy of the Quarterly reports.

The Vendor will make a good faith effort to provide these reports in a timely, efficient manner completed in the mutually agreed upon format. If these reports are not provided properly completed or are not completed in a timely manner, the Vendor will receive written notification that it has a fifteen (15) day cure period. However, as long as vendor is being responsive and is making a good faith effort to provide these reports completed properly and in a timely manner, a delay will not constitute an event of default.

3. Primary Contact: The primary government contact individual for this participating addendum is as follows:

Name: Robert B. Lawson
Participating Entity Name: State of New Hampshire
Address: 25 Capitol St., Concord, NH 03301
Telephone: 603 271-3147
Fax: 603 271-2700
E-mail: bob.lawson@nh.gov


4. Subcontractors: The following subcontractor(s) are authorized to perform services. No subcontractors are authorized to contract directly with purchasers. Motorola will retain subcontractors and name agents as necessary to fulfill contract orders.

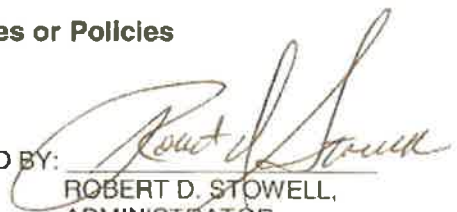
This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

5. All contracts and purchase orders utilizing this contract must incorporate "WSCA Contract 02702" or otherwise make it clear on the face of the order that WSCA Contract 02702 is the purchasing vehicle.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.


Signatures as required by State Statutes, Rules or Policies

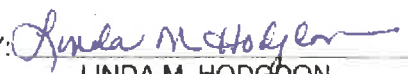
PROPOSED BY: 
ROBERT B. LAWSON
PURCHASING AGENT,
PURCHASE & PROPERTY

RECOMMENDED BY: 
ROBERT D. STOWELL,
ADMINISTRATOR
PURCHASE & PROPERTY

DATE PROPOSED: 9/17/08

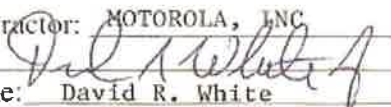
DATE RECOMMENDED: 9/17/08


ENDORSED BY: 
MICHAEL P. CONNOR
DIRECTOR,
PLANT & PROPERTY MGT.

APPROVED BY: 
LINDA M. HODGDON
COMMISSIONER,
DEPT. OF ADM. SERV.

DATE ENDORSED: 9/19/08

DATE APPROVED: 9/20/08

Contractor: MOTOROLA, INC
By: 
Name: David R. White
Title: Vice President, MSSI
Date: 9/26/08

Lead State: State of Washington

Christine Warnock, Purchasing Agent

Date: 10/29/08



TOWN of LEE
7 MAST RD, LEE, NH 03861
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Meeting Date: May 11, 2015

Agenda Item No. 8

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
5/11/2015

Agenda Item Title: Waste Management Disposal Proposal

Requested By: Roger Rice

Date: 5/4/2015

Contact Information: 603-659-2239

Presented By: Roger Rice, Transfer Station Manager

Description: Present the Select Board with Waste Management's proposed terms for an early renewal of the MSW disposal contract with the Lamprey Regional Cooperative. This would establish the tipping fee schedule over the next ten years.

Financial Details: est. \$600,000-700,000 (the Town currently disposes approx. 1000 tons/yr)

Legal Authority **Lamprey Regional Cooperative Agreement, dated 8/4/95**

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to authorize Roger Rice, as the town of Lee's representative to the Lamprey Regional Cooperative, to vote in the affirmative for the proposed contract terms as presented for the renewal of the Waste Disposal Agreement between Waste Management Inc. and the Lamprey Regional Cooperative.

OR:

Move to table for further review.



LAMPREY REGIONAL COOPERATIVE

WASTE DISPOSAL PROPOSAL TERM SHEET

UPDATED MAY 1, 2015

Waste Management of New Hampshire Incorporated (WMNH) submits this term sheet for the Cooperative’s (Coop) consideration. The terms outlined herein would be subject to the parties reaching a mutually agreeable Amendment to the existing Waste Disposal Agreement (WDA) entered into on December 22, 2006.

1. Contract term extends to December 31, 2024 – 8 Year Extension

The District is proposing an extension increase to 10 years to December 31, 2026 if agreement can be reached on the other terms.

2. Disposal fees remain consistent with the current WDA through 12/31/16. Effective 1/1/17 (the extended term) the disposal fee shall be \$64.00 per ton. Said fee shall escalate annually as outlined below.

EFFECTIVE DATE	RATE
JANUARY 1, 2017	\$64.00
JANUARY 1, 2018	\$65.00
JANUARY 1, 2019	\$66.00
JANUARY 1, 2020	\$67.00
JANUARY 1, 2021	(\$69.00) - \$68.00
JANUARY 1, 2022	(\$71.00) - \$69.00
JANUARY 1, 2023	(\$73.00) - \$70.00
JANUARY 1, 2024	(\$75.00) - \$71.00
JANUARY 1, 2025	\$72.00
JANUARY 1, 2026	\$73.00

The \$1.00 increase per year is very important to the District members, which is part of the rationale to extend the years to ten.

3. WMNH shall issue a check for \$75,000 to the Coop on a date(s) specified by the Coop. If for any reason, the contract is terminated prior to June 30, 2024, the cash incentive shall be prorated over the 120-month term of this agreement, and the Coop shall return to WMNH an amount equal to the prorated amount for the number of months that would have remained had the Agreement not been terminated.

The district would be agreeable to \$150,000, the termination language in this item, and payment terms of \$75,000 on execution of this agreement with a second \$75,000 payment due and payable on January 1, 2016.

4. WMNH agrees to receive segregated recyclable materials from any participating Coop member for the term of the Agreement. Service fees for processing and transportation of recyclables will be negotiated based on type and tonnage of material to be delivered. Agreements may be offered either to the Coop or directly to individual communities at the time of a request for quote.

The District is interested in actively pursuing a separate Recycling Material Contract with WM, once the negotiations for this Waste Disposal Contract are completed.

5. WMNH will offer a \$1.00 per ton credit to any participating community that also contracts WMNH to provide collection and or transportation services. WMNH will honor the roll-off transportation proposal previously submitted to member communities on June 4, 2014.

See previous response. All members will be charged the same disposal fee once agreed.

6. WMNH would agree to invoice individual participating communities directly at no additional cost should the Coop so desire.

See previous response. The District prefers the current billing practice.

7. All rates and terms subject to all current participating members continuing their participation and executing a “joinder” agreement acknowledging the revised Waste Disposal Agreement.

Request this caveat be added: Any District Member which is not currently participating in this agreement may join at any time during the contract term under the same terms.

8. This offer shall remain valid until June 30, 2015 provided the Lamprey Board of Directors issues a letter of award not later than May 15, 2015. We understand an award letter issued by the Board may be conditioned upon receiving formal approval of the governing body of each of the participating member communities by June 30, 2015.

If we can agree on these last issues the week of May 4-8 the Board will act as quickly as possible to issue the letter of award and proceed apace for any additional necessary approvals.

9. Lamprey agrees to keep these negotiations confidential and will not enter into any negotiations with other firms while discussions continue.
10. WMNH is not prepared to include a “Most Favored Nation Clause” into the extension Agreement with Lamprey.

The District is disappointed but respectful of the Corporate Policy as expressed.

Thank you for your consideration and we look forward to bringing this to a rapid and satisfactory conclusion the week of May 4, 2015.

Sincerely,

Karen Andersen

Vice-Chair



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Lamprey Regional Solid Waste Coop

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- [Oyster River Cooperative School District](#)
- [Contact Us](#)
- [Subscribe to E-Alerts](#)

Contact: [Roger Rice](#)
659-2239

Address:

Phone:

Fax:

Meeting Info:

Additional Links:

Lamprey Regional Co-op Amendment & Restatement	Minutes Nov 2010	Minutes Dec 2010
Minutes Jan 2011	Minutes March 2011	Minutes Oct 2011
Minutes Jan 2012	Minutes March 2012	Waste Management Agreement
Minutes Nov 2013	Minutes Sept 2014	

Members

Name	Term
Roger Rice	exp March 2018

Lee, NH
53°F Mostly Cloudy

Town of Lee, New Hampshire
 7 Mast Road, Lee, NH 02861 Phone (603) 659-5414
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Town of Lee
Northeast Resource Recovery
 July 2013 through June 2014

Type	Date	Num	Name	Memo	Amount	Balance
4000 · Operating Budget						
4321 · Transfer Station						
4321-06 · Dues/Subscriptions						
Bill	01/03/2014	24896	Northeast Resource...	Town of Lee	216.50	216.50
Total 4321-06 · Dues/Subscriptions					216.50	216.50
4321-14 · Training/Education						
Bill	09/13/2013	24645	Northeast Resource...	Town of Lee	200.00	200.00
Bill	10/11/2013	Annu...	Northeast Resource...	Town of Lee	25.00	225.00
Bill	05/09/2014	Conf...	Northeast Resource...	Town of Lee	380.00	605.00
Total 4321-14 · Training/Education					605.00	605.00
4321-40 · Safety Equipment						
Bill	11/08/2013	31199	Northeast Resource...	Town of Lee	74.00	74.00
Total 4321-40 · Safety Equipment					74.00	74.00
4321-42 · Recycling Expense						
Bill	01/03/2014	32836	Northeast Resource...	Town of Lee	1,100.20	1,100.20
Total 4321-42 · Recycling Expense					1,100.20	1,100.20
4321-46 · Compost Bins & Pails						
Bill	03/28/2014	130	Northeast Resource...	Town of Lee	835.00	835.00
Total 4321-46 · Compost Bins & Pails					835.00	835.00
Total 4321 · Transfer Station					2,830.70	2,830.70
4324 · Solid Waste Disposal						
4324-42 · Tire Disposal						
Bill	09/27/2013	33373	Northeast Resource...	Town of Lee	319.75	319.75
Bill	06/30/2014	35805	Northeast Resource...	Town of Lee	358.25	678.00
Total 4324-42 · Tire Disposal					678.00	678.00
4324-43 · Electronics Disposal						
Bill	07/18/2013	29309	Northeast Resource...	4324-43	1,534.69	1,534.69
Bill	09/27/2013	33373	Northeast Resource...	Town of Lee	1,085.69	2,620.38
Bill	11/22/2013	34502	Northeast Resource...	Town of Lee	760.18	3,380.56
Bill	01/03/2014	32836	Northeast Resource...	Town of Lee	1,557.95	4,938.51
Bill	03/28/2014	33949	Northeast Resource...	Town of Lee	1,026.59	5,965.10
Total 4324-43 · Electronics Disposal					5,965.10	5,965.10
4324-48 · Construction & Demolition						
Bill	07/18/2013	29309	Northeast Resource...	4324-48	1,200.51	1,200.51
Bill	08/30/2013	32866	Northeast Resource...	Town of Lee	521.38	1,721.89
Bill	09/13/2013	30429	Northeast Resource...	Town of Lee	528.59	2,250.48
Bill	10/11/2013	33588	Northeast Resource...	Town of Lee	486.01	2,736.49
Bill	10/25/2013	31490	Northeast Resource...	Town of Lee	571.16	3,307.65
Bill	11/22/2013	34502	Northeast Resource...	Town of Lee	558.60	3,866.25
Bill	12/20/2013	32583	Northeast Resource...	Town of Lee	575.89	4,442.14
Bill	01/17/2014	33044	Northeast Resource...	Town of Lee	614.46	5,056.60
Bill	03/28/2014	33765	Northeast Resource...	Town of Lee	601.83	5,658.43
Bill	04/25/2014	34697	Northeast Resource...	Town of Lee	572.57	6,231.00
Bill	05/09/2014	34953	Northeast Resource...	Town of Lee	429.59	6,660.59
Bill	06/30/2014	35805	Northeast Resource...	Town of Lee	1,009.47	7,670.06
Total 4324-48 · Construction & Demolition					7,670.06	7,670.06
4324-49 · Glass Disposal						
Bill	09/13/2013	30429	Northeast Resource...	Town of Lee	420.44	420.44
Bill	10/11/2013	33588	Northeast Resource...	Town of Lee	451.95	872.39
Bill	02/14/2014	33469	Northeast Resource...	Town of Lee	431.71	1,304.10
Bill	03/28/2014	33949	Northeast Resource...	Town of Lee	453.56	1,757.66
Bill	05/09/2014	34953	Northeast Resource...	Town of Lee	420.67	2,178.33
Bill	06/30/2014	35805	Northeast Resource...	Town of Lee	362.02	2,540.35
Total 4324-49 · Glass Disposal					2,540.35	2,540.35
Total 4324 · Solid Waste Disposal					16,853.51	16,853.51
Total 4000 · Operating Budget					19,684.21	19,684.21

10:34 AM
 04/30/15
 Accrual Basis

Town of Lee
Lamprey Regional
 July 2013 through June 2014

Type	Date	Num	Name	Memo	Amount	Balance
4000 · Operating Budget						
4324 · Solid Waste Disposal						
4324-40 · MSW & Bulky						
Bill	07/18/2013	740	Lamprey Regional ...	4324-40	6,959.15	6,959.15
Bill	08/16/2013	749	Lamprey Regional ...	Town of Lee	5,890.02	12,849.17
Bill	09/27/2013	768	Lamprey Regional ...	Town of Lee	9,048.63	21,897.80
Bill	10/25/2013	770	Lamprey Regional ...	Town of Lee	6,174.80	28,072.60
Bill	11/22/2013	786	Lamprey Regional ...	Town of Lee	7,504.32	35,576.92
Bill	01/03/2014	800	Lamprey Regional ...	Town of Lee	4,573.87	40,150.79
Bill	01/03/2014	790	Lamprey Regional ...	Town of Lee	5,603.66	45,754.45
Credit	01/30/2014	823	Lamprey Regional ...	Town of Lee	-2,532.39	43,222.06
Bill	01/31/2014	809	Lamprey Regional ...	Town of Lee	5,619.40	48,841.46
Bill	02/28/2014	813	Lamprey Regional ...	Town of Lee	6,534.91	55,376.37
Bill	03/28/2014	822	Lamprey Regional ...	Town of Lee	4,570.51	59,946.88
Bill	05/23/2014	844	Lamprey Regional ...	Town of Lee	6,884.40	66,831.28
Bill	06/20/2014	856	Lamprey Regional ...	Town of Lee	7,249.46	74,080.74
Total 4324-40 · MSW & Bulky					74,080.74	74,080.74
4324-41 · Hauling Cost						
Bill	07/18/2013	740	Lamprey Regional ...	4324-41	1,052.70	1,052.70
Bill	08/16/2013	749	Lamprey Regional ...	Town of Lee	762.30	1,815.00
Bill	08/16/2013	756	Lamprey Regional ...	Town of Lee	384.78	2,199.78
Bill	09/27/2013	768	Lamprey Regional ...	Town of Lee	1,357.62	3,557.40
Bill	10/25/2013	770	Lamprey Regional ...	Town of Lee	1,466.52	5,023.92
Bill	11/22/2013	786	Lamprey Regional ...	Town of Lee	1,328.58	6,352.50
Bill	01/03/2014	800	Lamprey Regional ...	Town of Lee	762.30	7,114.80
Bill	01/03/2014	790	Lamprey Regional ...	Town of Lee	1,038.18	8,152.98
Credit	01/30/2014	823	Lamprey Regional ...	Town of Lee	-457.38	7,695.60
Bill	01/31/2014	815	Lamprey Regional ...	Town of Lee	243.21	7,938.81
Bill	02/28/2014	813	Lamprey Regional ...	Town of Lee	1,393.56	9,332.37
Bill	03/28/2014	822	Lamprey Regional ...	Town of Lee	1,559.46	10,891.83
Bill	05/23/2014	844	Lamprey Regional ...	Town of Lee	2,234.12	13,125.95
Bill	06/20/2014	856	Lamprey Regional ...	Town of Lee	1,835.96	14,961.91
Total 4324-41 · Hauling Cost					14,961.91	14,961.91
4324-46 · Lamprey Closure Cost						
Bill	04/11/2014	90	Lamprey Regional ...	Town of Lee	927.29	927.29
Total 4324-46 · Lamprey Closure Cost					927.29	927.29
Total 4324 · Solid Waste Disposal					89,969.94	89,969.94
Total 4000 · Operating Budget					89,969.94	89,969.94
TOTAL					89,969.94	89,969.94

Julie Glover

From: Randy Stevens
Sent: Friday, May 01, 2015 11:42 AM
To: Julie Glover
Cc: Denise Duval
Subject: follow up

Hi Julie,

Below are the inside dimensions (wall to wall) of the four upstairs rooms scaled from the plan at the PSC per your request;

BOS room- 29x33 = 957 sq. ft.

Gym room – 33x40 = 1320 sq. ft.

Sm meeting room 13x20 = 260 sq. ft.

Non- public room -13x18-1/2 = 244 sq. ft.

Total 2,781 sq. ft.

The above dimensions should be checked with a tape measure at some point to be verified.

Outside dimensions

First floor Town hall and TC office – 1888 sq. ft.

Town hall Annex - 1080 sq. ft.

Total 2968 sq. ft.

Highway annex (old fire station) 40x80 – 3,200 sq. ft.

As was mentioned at the Dept. Head meeting the space at the complex is pretty equal to existing offices with the exception of losing two meeting rooms at the complex if the move were to take place.

Randy Stevens
Lee Highway Department
7 Mast Rd Lee, NH 03861
603-659-6515

32' 3"

Selecimen Town Office

38' 7"

10' 9"

STAGE

6"

15' 6"

TC

Waiting Room TC

15' 6"

Cabinets

9' 1"

HALLWAY

3' 10"

KITCHEN

7' 5"

13'

6'

HALLWAY

5' 9"

6' 3"

15' 4"

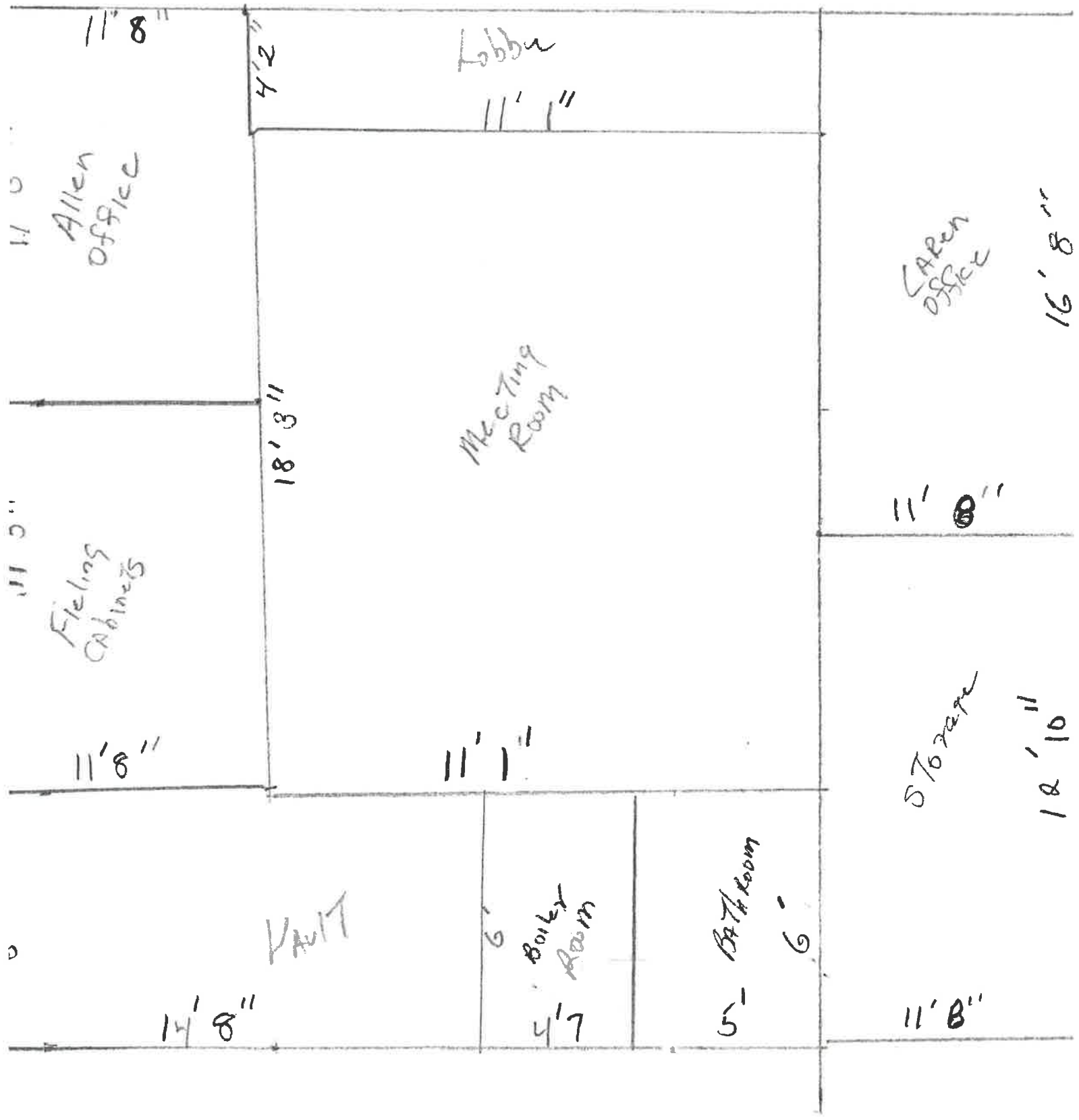
6"

BATH ROOM

7' 3 1/2"

6'

ANNEX





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

Office Use Only

Meeting Date: May 11, 2015

Agenda Item No. 12

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
5/11/2015

Agenda Item Title: Lee Fair Fund

Requested By: Town Administrator Julie Glover

Date: 4/27/2015

Contact Information: 603-659-5414

Presented By: Julie Glover

Description: Present the Select Board with a letter from the Lee Fair Committee stating that they voted to donate funds to the Town. Request that the Board vote to accept this money and agree to set up the Lee Fair Fund.

Financial Details: \$3,350.45

Legal Authority NH RSA 31:95-b

Legal Opinion: “(t)here is no problem with the Selectmen creating a fund to be held by the Trustees of Trust Funds and used to support the Lee Fair. My suggestion would be to draft a document/letter that states the purpose of the money which will then be given to the Trustees of Trust Funds...” Terry Knowles, Assistant Director - Charitable Trusts Unit, email correspondence dated 12/24/13

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to accept the funds donated by the Lee Fair Committee and to establish a Lee Fair Fund in accordance with the terms as established by the “Lee Fair Fund Authorization.”

Town of Lee Fair Committee
7 Mast Road
Lee, NH 03861


May 6, 2015


Carol Dennis, Chairwoman
Lee Select Board
7 Mast Road
Lee, NH 03861


Dear Chairwoman Dennis;

On May 6, 2015 the members of the Lee Fair Committee voted to donate the amount of \$3,350.45 to the Town of Lee to be used for the Lee Fair.


Sincerely,





Laura Gund


Erick Sawtelle


Chief Thomas Dronsfield



Chuck Cox


Annamarie Gasowski


Caren Rossi



**Town of Lee, New Hampshire
Lee Fair Fund Authorization**

Authority:

This Fund is established pursuant to the authority granted under RSA 31:95-b and in all respects shall be governed by that statute and the laws of the State of New Hampshire.

Purpose of the Fund:

This Fund is created for the sole benefit of, and to provide financial support for, the operational, capital, and equipment needs of the Lee Fair. The Fund shall accept contributions from and through the Lee Fair Committee, which shall be the result of sponsorships and other contributions and proceeds from and related to the Lee Fair, including private donations, gifts and/or grants. The Fund may also accept contributions from other persons or entities, which are given to the Town or the Lee Fair Committee for the Fund's use consistent with its purposes.

Agents:

As explained more fully in the Section entitled "Operation of the Fund," the Lee Fair Committee shall have the authority to expend the funds, in a manner similar to the authority granted to Town Department Heads regarding the expenditure of their respective operating budget.

Operation of the Fund:

The Trustees of the Trust Funds shall receive from the Lee Fair Committee, the net proceeds of the Lee Fair from whatever source derived. The Trustees of the Trust Funds shall also have the ability to, upon issuance of a voucher signed by a majority of the members of the Lee Fair Committee (appointed by the Select Board in accordance with the Lee Fair Committee Charge adopted by the Select Board,) release funds to be expended by the Lee Fair Committee at such times and in such amounts as the Fair Committee may demonstrate to the Trustees' satisfaction are necessary for the planning and operation of the Lee Fair. Any funds not expended for this purpose shall be returned to the Trustees by the end of the Town's fiscal year.

The Lee Fair Committee shall report, no less than annually and more often, if requested by the Trustees of the Trust Funds, on the status of the Lee Fair, and its projected revenues and expenses. In addition to any other reports which may be required, the Lee Fair Committee shall annually prepare a written report on the activities and finances of the Lee Fair, which report shall be included in the Trustees' report to the Select Board and included in the Town of Lee's Annual Town Report.

The Trustees shall ensure that whatever funds the Lee Fair Committee may determine are needed in the Fund for the operation of future Lee Fairs, to include contingencies and capital needs, remain in the Fund from year to year.

IN WITNESS WHEREOF, and pursuant to the authority granted to the Select Board by RSA 31:95-b, the Lee Fair Fund is hereby adopted and approved on this day _____ by the Lee Select Board and is effective immediately hereafter.

Carole Dennis, Chairwoman

Scott Bugbee

John R. LaCourse

Internet Intent & Implementation Policy

1.) Authority:

In accordance with RSA 31:39 and its role as the Governing Body, the Select Board (the “Board”) has the authority to adopt ordinances and policies to order its prudential affairs and guide the administrative functions of the corporate body politic of the Town of Lee.

2.) Purpose & Application:

This purpose of this policy is to describe the Town’s intent for maintaining a presence on the internet and prescribe how the Town will manage its internet web site and electronic newsletter (collectively the “sites”), and publish information on the sites, deal with information submitted by others for publishing, retain information published, link to the sites of others, and allow others to link to the Town’s sites.

The policy shall apply to the Town’s main site, the web pages maintained by its various departments (e.g. fire and police), the electronic newsletter, and any other publications, whether in print or electronic, that the Town may distribute as deemed necessary.

3.) Administration:

This policy shall be administered by the Town Administrator, or her/his designee, on behalf of the Town of Lee (the “Town”) who shall periodically report to the Board on the use and activity of the site (e.g. “hits” and major development issues). All inquiries and complaints should be directed to:

Town Administrator
Town of Lee
7 Mast Road
Lee, NH 03861

S/he shall be assisted by the Town Secretary as the primary party with responsibility of website maintenance, issuance of the electronic newsletter, and the training of all other staff personnel who post to the website. Only the staff so authorized may publish materials upon the website.

4.) Definitions:

Whenever the male gender is used it shall be deemed to refer to the female gender and vice-versa.

Commercial: Advertising and promotional material, including any program disguised as a so-called “Infomercial,” designed to promote the sale of commercial products or services by telling about, promoting or praising a product, service, or business, in such a manner as to make people want to buy; as intentionally showing business or product names, logos, or symbols as promotion; as having the intent to make a profit as a result thereof.

Electioneering: A communication, activity, or distribution of information, a handbill or flier designed or intended to influence the vote of a voter on any question or office, or in any manner to expressly advocate the election or defeat of a candidate or passage or defeat of an issue or to promote or advance one candidate, issue, or position over another or to raise funds toward such purposes.

Issue: A program whose primary purpose is to discuss the activities of an elected or appointed person or entity and the matters before them or a balanced view of a matter proposed for, or subject to, a ballot vote.

Offensive: Language of slang, vulgar or colloquial expression which refers, in the context in which it is used, to sexually explicit acts or to human elimination; or abusive language against persons, ethnic groups, religious groups, sexual orientation, or persons with disabilities.

Official: Relating to the performance of one's appointed or elected position or the administration or management of an entity, whether paid for by government or private funds, where the primary purposes is to inform the public as to the ongoing activities for the person or entity, solicit public opinion and communication, and provide constituent services.

Violence: Extreme acts of violence against people, animals or property; or depictions of extreme violent acts in dramatic and/or poetic manners.

5.) Policy:

a.) Intent: The Town's site is intended to be a vital component in its efforts to distribute information to the public at large about the Town's activities, services, decision making process, decisions and resulting ordinances, policies and regulations. The site should act as a means for our residents and visitors to readily obtain information, and submit service requests, comments, and applications at a time and a manner most convenient to them. The site should be as complete as may be technically possible while the quantity and type of documents being posted must bear a meaningful relationship to the intent of this policy and the corresponding benefit must justify the staff time consumed.

The Town does not intend the site to create a forum or other means for the public to advocate an opinion or exchange the same on issues of local interest (i.e. a "blog") and the Town retains total and absolute editorial control over its site.

Notwithstanding that the Town may link to an outside site, it will not directly publish any material on its site unless such material is considered to be an official communication of the Town or where the Town has sponsored or co-sponsored the publication of the material as an official action.

b.) Copyright and Trademarks: The Town will declare and defend a copyright on and retain all intellectual property rights to all items on the site including all text, graphic images and other content excepting that provided to it by third parties. It shall provide attribution for any material it uses from third parties that are similarly copyrighted or trademarked and refer any party seeking to use such material to the original owner. Any use of the materials on the Town's site without appropriate attribution or without the written permission of the Town is prohibited. The following acts or activities are prohibited without prior written permission from the Town: (a) modification and/or re-use of text, images or other site content; (b) distribution of the Town's site content as their own; or (c) "mirroring" the Town's information on a non-town site.

c.) External Links from the Town Site: The Town, in its sole discretion, may add links to its site which allow its users to access other sites when such a link will further the intent of this policy. Those sites may include, but are not limited to, the following:

- Federal, State and County Government and the official website of those elected to represent the Town therein;
- University System of NH
- Local and Regional Broadcast, Cable and Print Media;
- Units of Local Government such as the Oyster River Cooperative School District or other towns or cities or units thereof;

- Any utility regulated or franchised by the state Public Utilities Commission or the Town which serves the community or portions thereof;
- An association or agency funded in whole or in part by the by the Town (i.e. Oyster River Youth Association, McGregor Ambulance);
- A public or professional interest association which the Town, its employees, or officers have joined (i.e. New Hampshire Municipal Association, Government Finance Officers Association, Tax Collectors Association, etc.);
- A not-for-profit corporation to which the Town makes an annual appropriation.

The Town will not link to the following except under circumstances provided for in this section:

- Commercial sites or the sites of other public or private organizations or corporations excepting those that have been retained by the Town, or established a partnership with the Town to help meet its strategic goals (e.g. CodeRed, Avitar); and
- Electioneering or Political sites excepting those efforts for which the Town has taken an official position of endorsement (e.g. “Donor Town” Tax).

Additional sites the Town will generally not link to include individual or personal home pages or those which:

- Violate the Town’s equal opportunity norms or values, or content contrary to the policies or ordinances of the Town;
- Promote or exhibit hate, bias, or discrimination, or advocate for, illegal drugs or illegal activities;
- Promote any religion or religious viewpoint;
- Make claims or representations in violation of advertising or consumer protection laws or infringe on any trademark, copyright, or patent rights of another;
- Contain libelous slanderous or otherwise defamatory content, generally offensive language, depiction of extreme violence, or obscenity; and
- Contain content that a reasonable citizen may not consider to maintain the dignity and decorum appropriate for government.

The link will contain only the name of the organization or service linked to, a logo, and a brief description. The Town reserves the right to determine where such external links will appear on its site.

Any site that the Town links to must open to a “home” or “start” page which (a) contains a valid HTML title tag that provides the name of the site or the organization that operates the site and (b) provides readily identifiable contact information including an e-mail or postal address, or telephone number. Any such site may not include a programming feature that “traps” the user and does not allow them to return to the Town’s site by clicking the browser “back” button or clicking on a preinstalled link to come back to the Town’s site.

Those seeking to have a link placed on the Town’s site must submit a request to the Town Administrator, who will determine if the link would be in keeping with this policy.

The Town Administrator shall develop and implement a plan to periodically monitor the content of the sites to which it links. If the Town finds any site is no longer in conformance with this policy, or it does not maintain current material or present a technically quality site (e.g. out of focus images) it reserves the right to, without notice, remove the link forthwith. Any such third party will thereafter have to make an application for reinstatement and satisfactorily demonstrate it is in compliance with this policy.

d.) External Links to Town Site: The Town will allow other parties to link to the Town's site without prior written permission provided that it is not a site that this policy would generally prohibit the Town from linking to and is otherwise in conformance with this policy. However, those linking to the Town's site should understand that content and internal web links may change at any time without notice and the site may be out of service, at any time, for maintenance or unanticipated interruptions. No party shall link to the Town's site in a way as to make it appear the Town's site is an integral part of its site, capture pages within frames, present the Town's site content as its own, otherwise misrepresent this site's content or misinform users about the origin or ownership of its content, or imply it has the endorsement of the Town for its services, products or activities.

e.) Activities on the Town Web Calendar: Postings on the site calendar shall be restricted to official Town activities or those which the Town has officially sponsored.

f.) Retention of Materials Published: Materials published on the website, excepting those published in the so-called "Red Banner" which shall be considered a "transitory correspondence" no longer needed for reference (RSA. 33-A:3-a, XXV) shall be retained on the site for five years. Information removed thereafter shall be maintained in paper or electronic format until such time – if at all – as it may be disposed of in accordance with the schedule in RSA 33:A:3-a after consultation with the Municipal Records Committee.

g.) Use for Compliance with RSA 91-A & Other Requirements: To the extent consistent with statute and Town policy or ordinance, the site shall be used as one of the posting locations for compliance with the posting requirement for public notices for meetings, public hearings, bidding, employment and the like. In the event of any cancellation or change in the posting of such a meeting or event, it shall be the responsibility of the party who initially posted it or asked for it to be posted to take appropriate action so that the public is notified of the change in a timely manner. The minutes of all Boards and Committee meetings shall be posted on the website as well.

h.) Third Party Endorsements, Releases & Notices: Adding a link from the Town's site to other sites, when deemed appropriate to furthering the intent of this policy, does not constitute an endorsement or approval of that third party's service or activities. Some of the material on the Town's site may have been generated by third parties who have granted the Town permission to use it. Those parties retain ownership of the material. Persons seeking to use or modify those materials including, but not limited to, icons, graphics, and general content will need to contact the owner of such materials directly. The Town will not act on their behalf to seek such permission. Web sites the Town may link to are not controlled, maintained or otherwise regulated by the Town. The Town is not responsible for the content of those web sites. Visitors to those sites use the information voluntarily at their own risk and must conduct their own due diligence appropriate to the use of any such materials. Visitors to external sites linked from the Town's site are advised to contact the operators of those sites with any questions about accuracy, copyright compliance, legality, security, privacy or right to reproduce or otherwise use their materials, including graphics and logos, thereon.

i.) Privacy & Use of Data: The Town may not use its web site to:

- Record personal information about our users and their visits for commercial purposes;
- Send unsolicited email regarding any commercial offers or advertisements; and
- Disclose, sell, rent or otherwise distribute personal information to any third party, unless such data must be released in accordance with law.

The Town may use its web site to:

- Record statistics to monitor overall site traffic to ensure users of the site are able to access information in an effective manner and to determine means to continually improve the site to better suit the users' needs (i.e. which pages get the most/least traffic, the most effective means of communication such as graphics, text, and links and our effectiveness in communicating urgent messages to the population during emergencies). In keeping with industry standards we will record the following information about users:
 - o The Internet domain and/or IP address from which users access our site;
 - o The type of browser and operating system used to access our site
 - o The date and time of a user's visit;
 - o The pages visited; and
 - o The address of any Web site that users link to us from.
- Provide electronic payment capabilities by check, credit card or other means. Any related personal and/or payment information transmitted may only be collected, processed and disclosed to complete an online transaction and for record-keeping for such activities as billing, permits, licenses and other business-related purposes.
- Respond to a user's request for information or a user's submission of information, or to complete an online application transaction. In receiving such personal information as is commonly contained in an e-mail or filling out and submitting an application or other online form, the Town may use that information to respond to the user. Any such information is treated by law the same as if it had been submitted by any other method of delivery.
- Inform the general public, through data in bulk aggregate form, of our annual activities or perform any other such action in fulfillment of this policy.

j.) Site Security & Technology: The Town will use, and require of any associated vendors, state of the art encryption technology, browser cookies, and the like. The Town will display, and require the same of any associated vendors, visible indicators of active encryption technology and take all reasonable precautions to safeguard the confidentiality of information. If any data transmitted to the Town, or its associated vendors, or stored data is disrupted or corrupted by any third party, it shall forthwith issue the appropriate public notice and contact the individuals whose data is involved to so notify them. The Town's site may transfer information to the computer of a user through cookies or other technology. The Town recognizes that some users may prefer to modify their computer settings to refuse such cookies and will not accept any responsibility for diminished usefulness of our web site if a user does so.

k.) Disclaimer: The Town reserves the right to revise this Policy without prior notice when it is deemed to be in its best interests.

The Town will make every attempt to ensure the information on its site is accurate and up to date. Relying upon materials contained thereon is at the sole risk of the user. Persons needing official, final, or "certified" copies of documents for legal or other transactions must obtain those directly from authorized Town agents as provided for in RSA 91-A and Town policy.

The materials and information contained on or obtained from our site will be distributed and transmitted "AS IS" without warranties of any kind, either express or implied, including without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose. Information contained on the site, including information obtained from sites accessed through external links thereon, is to be provided without any representation of any kind as to its accuracy or content and should be verified by the user. The Town is not responsible for any general, direct, special, indirect, incidental or consequential damages that may arise from the use of, or the inability to use, the site and/or the materials

contained on the site whether the materials contained on the site are provided by the Town or by a third party.

The Town recognizes that, even with our best efforts to protect the confidentiality of user information and the information we display, it is not always possible to avoid human error or prevent unauthorized access to, unauthorized disclosure of, or disruption or corruption of data. The Town, in the event of unauthorized access, unauthorized disclosure, third party intervention, or when any loss occurs due to error, omission, or inaccurate information being displayed on the site, reserves the right to recover any expenses it incurred, unpaid fees or taxes owed to it.

l.) Notices: The Town will post appropriate notices throughout its site at locations which, in its sole discretion, are deemed to be most appropriate and in accordance with industry best practice. Such notices will include, but not be limited to, the following:

- A copy of the policy;
- The means to obtain final, official, or certified copies of documents;
- A user friendly statement of our privacy, security and technology, and indemnification policy;
- A notice that the Town does not endorse the service, activity or product or entity for which a link may be provided, and the Town is not responsible for the content or availability of the same;
- A means for people to notify us if they find any information that is incorrect or links are not working or are deemed inappropriate in accordance with this policy; and
- Indemnification:

m.) Indemnification: In using the Town's site, users shall agree to indemnify and save harmless the Town of Lee, its employees, officers, successors and assigns from any and all claims and causes of action arising out of their use of the site, including the payment of any and all damages awarded as a result thereof and the payment of legal costs including attorney fees, by the user or any third party in connection with their use of the site, materials contained thereon, or materials obtained from a third party site.

n.) Complaints: The Town will acknowledge the receipt of any complaint from a person with respect to material contained on the site or links established thereon. The Town will conclude its review of the complaint and advise the complainant within 45 days of receipt of the complaint including their right to appeal if they are aggrieved by the decision. Action in response to a complaint may include:

- i.) Correction of any incorrect information;
- ii.) A finding there is no basis for the complaint;
- iii.) A referral to the Strafford County District Attorney (when the complaint alleges obscene or otherwise illegal material or activities); or
- iv.) Other action taken in accordance with this policy statement. The Town Administrator shall, through his weekly report, keep the Board advised of the receipt and status of the processing of any such complaints.

6.) Violations:

Noncompliance with these policies by users shall not be tolerated and dealt with in strictest terms in accordance with law. Whenever such a violation shall become known, the Town Administrator shall so notify the party involved. If the matter is not satisfactorily addressed by the notified party, the Town Administrator shall refer the matter to Town Counsel for appropriate and reasonable action including, but not limited to removal of the link established hereunder, a cease and desist notification, and a suit in equity.

7.) Appeals:

Any party aggrieved by the decision of the Town Administrator including, but not limited to, a refusal to grant permission to re-use site material, grant a web link, or post the number or type of documents being requested, may appeal the matter to the Select Board, on a form to be designated by the Town Administrator, together with any and all materials that would be submitted at an appeal hearing, within fourteen days of having been notified of said decision. Such Appeal shall be placed upon the agenda of the next regular business meeting of the Board, for which the Agenda remains open, where the Board will consider the matter and determine whether or not to have a formal hearing. The timetable after that shall be as established by the Board and its decision in any such matter shall be final.

8.) Evasion of This Policy:

The intent of this policy is to guide the staff in developing and maintaining the Town web site and electronic newsletter. It shall be a violation of this policy, and a disciplinary offense, for staff to act in any manner other than prescribed herein.

9.) Periodic Review and Revisions:

Annually, at the time of goal setting for the budget, the Town Administrator shall review this policy with staff to determine how effectively it is meeting its purpose. Suggested revisions shall be submitted to the Board for consideration and adoption with the annual budget submitted by the Town Administrator.

Adoption:

Whereas this fulfills our intent for uniform procedures throughout the organization, we do hereby adopt the provisions of this policy on this XX day of XXX 2015.

Effective Date: This policy shall be effective on XX/XX/2015



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

Office Use Only

Meeting Date: May 11, 2015

Agenda Item No. 13a

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
5/11/2015

Agenda Item Title: Tyco Fire Alarm Invoices

Requested By: Town Administrator Julie Glover

Date: 5/4/2015

Contact Information: 603-659-5414

Presented By: Julie Glover

Description: During the recent renovation of the Records Room at the Public Safety Complex, it was determined that the Town's fire alarm vendor needed to make certain changes that were not originally anticipated.

Financial Details: \$1,601.25

Legal Authority NH RSA 41:8, 41:11-a, WA 24-2010

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to authorize the withdrawal of \$1,601.25 from the Town Buildings Capital Reserve Fund for the payment of the Invoices from Tyco for the work performed in the Records Room at the PSC.



D-U-N-S 09-4738007
FED. ID 58-2608861

District # 114
35 Progress Ave
NASHUA, NH 03062-3301
603-886-1100
Billing Questions, Contact =

INVOICE NO.
81152511

INVOICE DATE
03-25-15

PO NUMBER

SERVICE REQUEST #
32079258

SERVICE REQ. CREATED
03-23-15

NATIONAL ACCOUNT NUMBER

PAYMENT TERMS
Due upon receipt

Bill To: 114-01308730
Lee Fire Department
7 Mast Road
LEE NH 03824-0000

RECEIVED
APR 08 2015
TOWN OF LEE, NH
SELECTMAN'S OFFICE

Ship To: 114-01336295
Lee Fire Department
20 George Bennett Rd
LEE NH 03824-0000

"Let us know how we are doing"
www.simplexgrinnell.com

Service Requested By: Scott Namet

Requestors Phone Number: 603-659-5411

Description of work
Service Call
Upon arrival tech met with customer that said there was work that needed to be done on location and took the fire alarm system offline. Tech removed the old device, put an extension ring in, cut the sheet rock accordingly that was put into two layers assuming for sound proofing and fire grading. When work on location was complete tech put the old device back up and cleaned it up. System is back online and normal upon departure.

Service is complete
Thank you for your business!

Labor	\$496.25
Material	
Other	\$149.00
Invoice Amount	\$645.25
Taxes	\$0.00
Total Invoice Amount	\$645.25
Payment Received	\$0.00

Total Amount Due ▶ **\$645.25**



REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK.

TOTAL AMOUNT DUE
\$645.25

BILL TO Lee Fire Department
114-01308730
SHIP TO Lee Fire Department
114-01336295

INVOICE NUMBER 81152511
INVOICE DATE 03-25-15
CUSTOMER P.O.

REMIT TO SimplexGrinnell
Dept. CH 10320
Palatine

IL 60055-0320

0000064525081152511



District # 114
 35 Progress Ave
 NASHUA, NH 03062-3301
 603-886-1100

INVOICE NO.
81152511
DATE OF INVOICE
03-25-15

Billing Questions:

INVOICE SERVICE DETAIL

SERVICE REQ #	TASK #	DATE OF SERVICE	ITEMIZATION OF CHARGES	PRODUCT ID	UOM	AMOUNT
32079258	45998849	24-MAR-15	ALARM AND DETECTION REGULAR LABOR	SFTW TSPW RG	2.5 HR	\$496.25
32079258	45998849	25-MAR-15	FUEL SURCHARGE	FUEL SURCHARGE	1 EA	\$30.00
			TRUCK CHARGE	TRUCK CHARGE	1 EA	\$119.00



D-U-N-S 09-4738007
FED. ID 58-2608861

District # 114
35 Progress Ave
NASHUA, NH 03062-3301
603-886-1100

Billing Questions, Contact =

Bill To: 114-01308730
Lee Fire Department
7 Mast Road
LEE NH 03824-0000

INVOICE NO.
81144220

INVOICE DATE
03-23-15

PO NUMBER

SERVICE REQUEST #
32020912

SERVICE REQ. CREATED
03-10-15

NATIONAL ACCOUNT NUMBER

PAYMENT TERMS
Due upon receipt

Ship To: 114-01336295

Lee Fire Department
20 George Bennett Rd
LEE NH 03824-0000

RECEIVED
APR 08 2015

TOWN OF LEE, NH
SELECTMAN'S OFFICE

"Let us know how we are doing"
www.simplexgrinnell.com

Service Requested By: Scott Namet

Requestors Phone Number: 603-659-5411

Description of work
General Service
Tech arrived on site and found a heat detector needed to be remounted. Tech returned with a work box and cut it into the sheet rock. Tech mounted heat detector and terminated wires. System normal upon departure.
Service is complete.
Thank you for your business!

Labor	\$794.00
Material	\$13.00
Other	\$149.00
Invoice Amount	\$956.00
Taxes	\$0.00
Total Invoice Amount	\$956.00
Payment Received	\$0.00

Total Amount Due  \$956.00



REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK.

TOTAL AMOUNT DUE
\$956.00

BILL TO Lee Fire Department
114-01308730
SHIP TO Lee Fire Department
114-01336295

INVOICE NUMBER 81144220

INVOICE DATE 03-23-15

CUSTOMER P.O.

REMIT TO SimplexGrinnell
Dept. CH 10320
Palatine

IL 60055-0320

4000095600881144220



District # 114
 35 Progress Ave
 NASHUA, NH 03062-3301
 603-886-1100

Billing Questions:

INVOICE NO.
81144220
DATE OF INVOICE
03-23-15

INVOICE SERVICE DETAIL

SERVICE REQ #	TASK #	DATE OF SERVICE	ITEMIZATION OF CHARGES	PRODUCT ID	UOM	AMOUNT
32020912	45871373	19-MAR-15	ALARM AND DETECTION REGULAR LABOR	SFTW OP RG	2 HR	\$397.00
32020912	45985872	21-MAR-15	WORK BOX	MISC PARTS OP 0-	1 EA	\$13.00
			ALARM AND DETECTION REGULAR LABOR	SFTW OP RG	2 HR	\$397.00
32020912	45871373	23-MAR-15	TRUCK CHARGE	TRUCK CHARGE	1 EA	\$0.00
32020912	45985872	23-MAR-15	FUEL SURCHARGE	FUEL SURCHARGE	1 EA	\$30.00
			TRUCK CHARGE	TRUCK CHARGE	1 EA	\$119.00

Safer. Smarter. Tyco.™

TR # 1162

TASK/CALL # 45985872

35 Progress Ave.
Nashua, NH 03062
P 603-886-1100 F 603-598-2567

LICENSE #

PROJECT #

NAME Lee Public Safety
 ADDRESS (OR ATTENTION OF) 700 Bennett Rd.
 ADDRESS _____
 CITY Lee STATE MA ZIP _____
 TR ARRIVAL DATE 03/21/15 BILL NON-BILL. SERV. COMPL. ACE CODE NAT. ACCT.

CUSTOMER PURCHASE ORDER

LABOR - REG	LABOR - OT	LABOR - DT
TRAVEL - REG	TRAVEL - OT	TRAVEL - DT
MIN.		INSP. MONTH
PHONE		MILES

"PUT CUSTOMER STAMP ON ALL 3 PAGES"

NAME (BILL TO) _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____

WE STRONGLY RECOMMEND IMMEDIATE CORRECTION OF ANY DEFICIENCIES/IMPAIRMENTS IDENTIFIED. WE URGE YOU TO NOTIFY THE LOCAL AUTHORITY HAVING JURISDICTION AND YOUR INSURANCE CARRIER WITHOUT DELAY.
 SimplexGrinnell, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions outlined below.

I authorize SimplexGrinnell to proceed with the work as agreed to and outlined below:

Customer signature _____ Date _____

PAYMENT TERMS Time and Material Price Not to Exceed \$ _____ IMMEDIATE COD NET 10
 Fixed Price of \$ _____
 DEPOSIT \$ _____ BALANCE DUE \$ _____ BILLABLE NON-BILLABLE

SCOPE OF WORK / PROBLEM CODE _____

WORK PERFORMED / RESOLUTION CODE Cut in an "old work box" in New 2nd Floor office, Relocated Heat Detector Terminal and moved system wires on Dependent.

GRP	PRODUCT I.D.	SERIAL # / DESCRIPTION	QTY.	COST	NO.	USG.	UNIT PRICE
		<u>MISC - OLD WORK BOX</u>	<u>(1)</u>				
SYSTEM TYPE/LOCATION				CONTACT NAME		TOTALS	

IMPORTANT NOTICE TO CUSTOMER
 Customer acknowledges and agrees to the terms and conditions on the reverse side of this Service Request, agrees that the services have been completed to Customer's satisfaction and that the system is in good working order and repair, unless services performed were of a temporary nature, in which case Customer acknowledges that part of customer's system may have been bypassed or is otherwise inoperable until service can be completed.
CUSTOMER'S ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE REVERSE SIDE.

CUSTOMER ACCEPTANCE
 (Customer Acceptance) _____
 (Print Name) _____

SIMPLEXGRINNELL LP
Michael J. Varie 121162
 (SimplexGrinnell Representative)
Michael Varie
 (Print Name)



TOWN OF LEE

SELECT BOARD OPERATIONAL GUIDELINES

KNOW ALL PERSONS BY THESE PRESENTS, the Lee Select Board hereby ordains to adopt these operational guidelines pertaining to the functions of the Board and the conduct of its members.

I. GENERAL INFORMATION

A. The Select Board for the Town of Lee consists of three equal members who shall operate by majority vote to manage the prudential affairs of the Town and perform the duties prescribed by law in accordance with the Right to Know Law (RSA 91-A).

B. Individual members have no authority to make decisions on behalf of the Town or to take any action as a Town Official except upon a majority vote of the Board or as otherwise allowed by law. This does not prohibit Members from acting as an ordinary citizen of the Town by expressing personal viewpoints and opinions on municipal matters to the extent that such information is based on encounters and observations derived outside of the privileged purview of a member.

C. The Select Board derives its authority from New Hampshire State Law as specifically set forth in the Revised Statutes Annotated and as further established under common law (court decisions). Generally, the Select Board does not have the final authority to act on any particular issue unless there is a specific law granting such authority or when the legislative body has lawfully delegated such authority to the Board.

II. GETTING ORGANIZED

A. The first meeting of the Select Board following the Oath of Office being administered to any of the members shall include:

- (1) Voting on the selection of the Chairperson.

[NOTE: There is no provision in these guidelines for an established order based on length of service in the selection of Chair, nor is there any provision that would prevent a member from serving consecutive or more than two terms as Chair.]

- (2) Voting on Liaison Assignments
 - i. Planning Board Representative
 - ii. Ad-Hoc Representatives as may be deemed necessary by the Board
- (3) Voting on the Establishment of a Meeting Schedule
- (4) Voting on the Establishment of Goals & Objectives

[NOTE #1: Nothing in these guidelines shall prevent the Members from voting by majority to table such decisions until such time as the Board members may be ready to act, nor shall these guidelines be construed as preventing the Members from voting on these matters at any other time upon a vote of the majority.]

[NOTE #2: Nothing in these guidelines shall prevent the Members from voting to replace the Chair or Board Liaisons at any time during any duly posted public meeting upon a determination by the remaining Board members that the Chair or Liaison has acted inappropriately or exceeded his/her authority or upon a request to be replaced.]

- B. The Chair for the first meeting of any new Board shall be the person most recently chosen to serve as Chair or in the absence of a previously designated Chair; it shall be the most senior person as determined by length of service until such time as the new Chair is selected.

III. DUTIES OF MEMBERS

A. Chair

The Chair shall preside over all meetings and shall have the authority to:

- (1) Maintain order and control of the agenda. (See also Board of Selectmen Meeting Procedures as approved on June 25 2012, attached hereto and incorporated herein as Appendix A.)
- (2) Ensure that informal parliamentary procedures are followed.
- (3) Place limits on the length of time and the content of input provided by meeting participants.
- (4) Call for a special or emergency meeting.
- (5) Request the voluntary (or involuntary removal by a Police Officer) of persons who disrupt the business of Town government.
- (6) Represent the Town at ceremonial events and serve as the Town's Chief Executive Official.
- (7) Serve as the Board spokesperson by presenting the official viewpoint of the Select Board to the media, citizens, government agencies, civic groups and others based upon a majority vote.

(NOTE: nothing herein is intended to prohibit the remaining members of the Select Board from attending ceremonial events or voting to override a ruling of the Chair, nor is anything intended to prevent the Chair from delegating his/her authority as may be deemed necessary.)

- (8) Sign official documents on behalf of the Select Board in instances where only one signature is required.

B. Partial List of Select Board's Duties & Responsibilities

The following is a partial list of the Member's duties and responsibilities, as compiled from New Hampshire Practice, Local Government Law by Peter J. Loughlin, and Knowing the Territory by the New Hampshire Municipal Association. In some instances, the Legislative Body must grant specific authority to the Select Board under the statute noted. [NOTE: Further clarification of the obligations of the Select Board with regards to implementation of its authority can be found in the Town of Lee Ordinances, Policies, and Regulations.]

1. Accept, Refuse to Accept & Convey Tax Deeds (RSA 80)
2. Accept Donations & Approve Gift Expenditures (RSA 31: 19,)
3. Accept Town Streets (RSA 674:40-a)
4. Act as Agents to Expend Capital Reserve Funds (RSA 35:15)
5. Adopt an Administrative Code (RSA 41:8)
6. Adopt Personnel Rules (RSA 41:8)
7. Adopt Police Policies (RSA 105:2-a)
8. Adopt Purchasing Policies (RSA 41:9)
9. Adopt Welfare Guidelines (RSA 165:1)
10. Appeal Wetlands Permit Decisions of the NH Dept. of Environmental Services (RSA 482-A: 10)
11. Apply For, Accept & Expend Unanticipated Money (RSA 31:95-b)
12. Appoint, Direct & Control an Emergency Management Director (RSA 21-P:39)
13. Appoint Election Inspectors (RSA 658)
14. Appoint Town Counsel & Manage Litigation (New Hampshire Practice §486)
15. Appoint a Welfare Director (RSA 41:2 & 669:75)
16. Appointments & Removals to Boards & Committees (RSA 669:75)
17. Appraise Taxable Property & Issue Abatements & Approve Exemptions (RSA 72, 74-76)
18. Approve Appts. of Deputy Town Clerk/Tax Collector & Deputy Treasurer (RSA 41 29-a, 45-c)
19. Approve Budget Line Item Transfers (RSA 32:10)
20. Approve Expenditures from Revolving Funds (RSA 31 95-h)
21. Approve the Acquisition of Real Property Interests in the Name of the Town by the Conservation Commission (RSA 36-A:4)
22. Approve Town Expenditures (RSA 41:9)
23. Assessment of Betterments (RSA 231 29)
24. Assessment of Current Use Change Taxes (RSA 79-A)
25. Assessment of Timber Taxes (RSA 79)
26. Assessment & Payment of Educational Taxes (RSA 194:7, & 198)
27. Assign Names to Town Streets (RSA 231:133)
28. Authorize the Use of Sidewalks and Local Highways for OHRV's (RSA 215-A:6)
29. Call Special Town Meetings (RSA 39:1)
30. Convey Town Land (RSA 41:14-a)
31. Employ and Dismiss a Town Physician (RSA 41:10)
32. Encumber Unexpended Funds (RSA 32:7)
33. Enforce Remedies & Penalties for Injuries Done by Dogs (RSA 466:22)
34. Enforcement of Zoning Ordinances (New Hampshire Practice §483)
35. Establish & Maintain Internal Control Procedures (RSA 41:9)
36. Establish Boards & Committees (RSA 41:8)
37. Establish the Default Budget (RSA 32:5 & 40:13)
38. Establish Fees (RSA 41:9-a, ART. 15 ATM 3/14/90)

39. Fill Vacancies in Elective Offices (RSA 669:61-75)
40. Issue an Extent Against a Tax Collector (RSA 85:5)
41. Issue a License to Carry a Loaded Weapon or Designate Such Duties (RSA 159:6)
42. Issue & Negotiate Tax Anticipation Notes (RSA 33:7)
43. Issue Licenses for Use of Streets (RSA 31:99,100, 102-a, 286:2)
44. Issue Permits for Charity Raffles (RSA 287-A:7)
45. Layout Town Highways (RSA 231)
46. Negotiate Collective Bargaining Agreements (RSA 273-A)
47. Negotiate Inter-Municipal Agreements (RSA 53-A:1 & 162-G)
48. Negotiate a Payment Schedule for Library Appropriations (RSA 202-A:11)
49. Nominate the Appointment of a Health Officer (RSA 128:1) & Approve Appointment of Deputy Health Officer (RSA 128:5-b)
50. Notify the Public, Hold Public Hearings & Issue Orders on the Operation of Dams & Flumes (RSA 482)
51. Order the Cutting or Removal of Trees within a Designated Scenic Highway (RSA 231:158)
52. Order Reconstruction of Railroad Crossings over Local Highways (RSA 373:2)
53. Perambulation of Town Boundaries (RSA 51:2)
54. Prepare Budget Recommendations (RSA 32)
55. Prepare the Annual Town Report (RSA 41: 13-14)
56. Prepare Town Meeting Warrants (RSA 39:2)
57. Propose Amendments to the Zoning Ordinance, Historic District Ordinance or Building Code (RSA 675:3)
58. Regulate Entertainment and Dancing for On-Premise Liquor Licensees (RSA 179:19)
59. Regulate Fireworks (RSA 160-8)
60. Regulate Hazardous & Dilapidated Buildings (RSA 155-8)
61. Regulate Junk Dealers (RSA 322:1)
62. Regulate Junkyards (RSA 236: 1 15)
63. Regulate Noise (RSA 31:39)
64. Regulate the Operation of Snowmobiles (RSA 215-C:3 1)
65. Regulate Pool Tables & Bowling Alleys (RSA 286:6)
66. Regulate Town Highways, Sidewalks & Commons (RSA 41:11)
67. Regulate the Town Landfill & Recycle Center (RSA 149-M:17)
68. Regulate Town Property (RSA 41:11-a)
69. Regulate Trash Collection & Transportation (RSA 149-M:17)
70. Regulate Voluntary Recycling (RSA 149-M:17)
71. Request a Special Election to Fill a State Representative Vacancy (RSA 661:8)
72. Remove Elected Officials from Office for insanity or incapacitation (RSA 41: 1 2) or for cause [RSA 41:16-c (Town Clerk) 41:26-d (Treasurer) and 41:40 (Tax Collector)]
73. Revise School District Boundaries (RSA 194:52)
74. Serve as Election Officials (RSA 658:9 & 659:95)
75. Serve as Local Governing Body (RSA 672:6)
76. Serve as Sewer Commission & Adopt Sewer Regulations (RSA 149-I)
77. Sit on Board of Health & Adopt Health Regulations (RSA 147)
78. Sit on the Municipal Records Disposition Committee (RSA 33-A:3)
79. Submit Reports to NH Department of Revenue Administration (RSA 2 I-J:34)

C. Delegation of Select Board Duties

- (1) Although the Select Board has historically delegated many of its responsibilities to staff members with enhanced levels of expertise, qualifications and specific competencies, it is important to note that nothing herein is intended to imply that the Select Board cannot assume control over the day-to-day, hands-on tasks associated with its obligations; and it should also be understood that the Select Board retains the final decision-making authority for all of its responsibilities.
- (2) It shall be the responsibility of the Town Administrator to keep the Select Board informed of their duties in a timely manner and to ensure, to the greatest extent practical, that the Board acts in compliance with all applicable laws, including, but not limited to posting notices, meeting deadlines, producing minutes and reports, advertising, scheduling hearings, etc.

D. Limitations on Select Board Duties

- (1) The duties and responsibilities of the Select Board as set forth in these guidelines and as otherwise enumerated under law are almost always subject to certain conditions, limitations and exclusions that require further examination to determine the full extent of the Board 's authority as it pertains to each specific set of circumstances.
- (2) The Select Board has no direct authority over the personnel or operations of the Fire Department (RSA 154:2) or Library (RSA 202-A:6), however, the Board shall retain jurisdiction over the finances, respective budgets and any other subject matters required by law, as otherwise set forth in RSA 32, 41:8, 41:9 and 41:9-a and any other applicable laws.

IV. BUSINESS PROTOCOLS

A. Public Sessions

The Select Board can only act in a duly posted public session unless a subject matter is specifically exempt by law from such-requirement. Notice of all meetings shall be posted at least 24 hours in advance of the meeting (except in the event of an emergency as noted herein) on the Town's website and the Town Hall bulletin board. Additional postings may be made at other municipal buildings such as the Library and Public Safety Complex, and notice may be provided to local media outlets to the extent practical. There is no legal requirement to post an agenda with a notice of meeting. Notes, tapes and other materials used for compiling minutes of a public session meeting shall be made available for public inspection in the Office of the Select Board during regular business hours upon the conclusion of a meeting; draft minutes shall be available in accordance with NH RSA 91-A.

B. Non-Public Sessions

The Select Board may meet in non-public session only to discuss the subject matters referenced in RSA 91-A:3 II, provided that such action is preceded by a motion, second, and roll call vote that indicates the precise reasons for entering a non-public session, including a reference to the applicable statutory citation; and furthermore provided that such action can only take place during a duly posted public meeting. Upon the close of non-public session business, the Select Board may, by 2/3 vote, seal the minutes until such time as divulgence is otherwise permitted under law (RSA 91-A:3, III); otherwise a draft of the non-public session minutes shall be made available for public inspection in the Office of the Select Board within 72 hours.

C. Minutes

An original document of all minutes from all meetings of Select Board shall be signed by the Board following a majority vote to approve such minutes; whereupon they shall be kept in the Office of the Select Board or transferred to a suitable location for permanent storage after an undesignated time period. The minimum content of the minutes shall be as set forth in RSA 91-A:2 & 4, but nothing herein is intended to prohibit the Members from including such additional information as they may deem necessary. Sealed minutes shall be held in the custody of the Office of the Select Board. Draft minutes shall be noted as such.

D. Non-Meetings

There are a few specific situations where the Select Board is permitted under law to conduct official business without posting notice of a meeting or taking minutes as set forth in RSA 91-A:2, I. These non-meetings may be held during the course of a non-public session or upon the conclusion of a public session meeting or at any other time that is convenient to the participants.

E. Emergency Meetings

RSA 91-A:2 II defines the circumstances and explains the procedures for the Select Board to have a meeting with less than 24 hour notice. Such meetings require an emergency where immediate action is deemed to be imperative by the Chair, who shall instruct the Town Administrator to post a notice of such meeting as soon as possible on the Town website, and shall employ whatever further means are reasonably available to inform the public that a meeting is to be held.

F. Public Hearings

- (1) Public hearings are generally held for the following reasons: (a) to solicit input on proposed regulations, ordinances, fees or special events with significant community impacts; (b) to resolve a personnel matter upon a request from an employee to hold such proceedings in public; (c) to settle an appeal of a decision made by a Town employee; (d) in response to a petition to layout or accept a public highway; or (e) for the purpose of deciding any question affecting the conflicting rights or claims of different persons. It should be noted the Select Board cannot legally preside over hearings when such responsibilities or decision-making authority has been delegated by statute or ordinance to some other party, (such as subdivision approvals, appeals of administrative decisions of the Building Inspector, removal of the Fire Chief or Library Director, etc.)
- (2) During such proceedings, the Board members should refrain from expressing any opinions unless specifically asked or until such time as all other speakers have had an opportunity to speak and the hearing is then closed by the Chair. Members may, however, ask questions of speakers and respond to questions if they so choose. Typically a hearing should begin with some type of opening remark from the Chair and then a presentation or viewpoint from a supporter of the subject matter or the person requesting the hearing and thereafter alternate with opposing views. In the case of contested proceedings, each party should be given one opportunity to make closing remarks and a rebuttal. (See also RSA 43 for specific requirements under certain situations.)
- (3) Decisions of the Board following a public hearing should always be expressed in writing and/or under signatures of the Board members, however the drafting of a decision and circulation for signatures may be exempt from the open meeting requirement of NH law.

G. Personnel Hearings

- (1) Personnel hearings are to be conducted in non-public session unless otherwise requested by the

affected employee, in which case they must be held in public session. If the hearing is held in non-public session then all proceedings and documents related thereto shall be exempt from public disclosure except as otherwise required by law. If the hearing is held in public session, then all records related thereto shall be subject to public disclosure.

- (2) The procedures used for a personnel hearing should be similar to the process used for any public hearing, except that a member has no obligation to answer any questions posed by the participants. In addition, either party may call witnesses or submit evidence to support his/her viewpoint, but the Members are not required to comply with or establish any formal set of evidentiary rules; and the provisions of RSA 43 are not applicable except for removal proceedings as set forth in RSA 41: 16-c (Town Clerk) 41:26-d (Treasurer) and 41:40 (Tax Collector).

H. Lack of a Quorum

In the event that one member is absent from a meeting, the remaining two members of the Board shall constitute a quorum and all decisions made shall have the same effect as any other decision of the entire Board, unless otherwise prescribed by law. In the event that two Members are absent from a meeting, no official meeting can take place and therefore no decisions can be made.

I. Remote Participation in Meetings

The provisions of RSA 91-A:2, III shall apply to the remote participation of a member at a public meeting of the Board by telephone or video conference, only upon the consent of the remaining two members of the Board.

J. Voting Abstentions

In the event that a member should voluntarily abstain from voting, such action shall not count towards the tally of a vote for the purposes of determining the majority viewpoint. If more than one member abstains from a vote, no action shall be taken.

K. Illegal Votes

It is illegal for the Select Board to make any decisions by use of a secret ballot or by e-mail or in such a way as to be contrary to the Right to Know Law.

L. Disqualifications

Members should disqualify themselves from the Board and step down from all participation in deliberations (to include voting) on any subject matter where there is a conflict of interest or perceived conflict of interest. A member should voluntarily disqualify himself/herself whenever he/she has a direct personal or pecuniary interest in the outcome. In addition, a member should disqualify himself/herself when acting in a quasi-judicial capacity based on a juror's standard of impartiality.

[NOTE: There are no circumstances when a majority of the Board members can refuse to allow a member to participate in the official proceedings of the Board, however, Members are encouraged to publicly disclose any and all potential conflicts of interest and to thereafter defer to the will of the majority in determining whether or not to step down.]

M. Voting Procedures

Votes should be taken by the Board upon a motion and a second whenever the Board members wish to go on record as having made a decision on behalf of the Town. In some instances, however, the Board may wish to

convey its opinion or consent by a simple consensus process.

N. Role of the Town Administrator

The Town Administrator shall strive to ensure that all meetings of the Select Board comply with the requirements of NH law (public notice, postings, non-public sessions, public hearings, minutes, etc.) In addition, the Town Administrator shall be available during meetings to provide advice and recommendations to the Members upon request. The Town Administrator shall also perform all of the duties and responsibilities as set forth in his/her job description or as otherwise determined by the Select Board.

O. Correspondence

- (1) The Office of the Town Administrator shall open all mail addressed to members of the Select Board at the Town Offices unless marked confidential and/or personal. Such mail shall be date stamped upon being opened and placed in the appropriate mailbox in Town Hall.
- (2) Incoming correspondence addressed to the Select Board or an individual member should be promptly shared with all members of the Board and the Town Administrator. The Town Administrator may respond on behalf of the Board to routine questions of an administrative nature (with copies provided to the Board), but all other matters shall be placed on an upcoming agenda for Board review and decision, if required. The Town Administrator may thereafter respond on behalf of the Board unless otherwise directed.
- (3) Members should not sign or use official Town letterhead as individuals without the consent of the majority of Board members.

P. Political Issues

The Members should refrain from endorsing (or giving the appearance of endorsing) any specific candidate for elected office (including themselves) while acting at a public meeting or in an official capacity. Members are encouraged, however, to speak on any political issues that may affect the Town of Lee, to include expressions of specific viewpoints of the Select Board, as may be applicable.

Q. Appointments of Town Officials

The Select Board acts as the Appointing Authority for many other Town Officials, including employees, members of boards, commissions and committees, and to fill vacancies in some elected offices. Often times these appointment decisions have long-term implications in much the same way as the President may appoint a Justice to the Supreme Court, with an emphasis on local consequences. In making these decisions by majority vote, the Board should always discuss individual qualifications in a non-public session (except for positions that are subject to future elections in which case all discussions must be done in public and all application materials are subject to public disclosure). Ultimately, decisions to appoint should be made based primarily on a candidate's qualifications, experience, track record, and ideology, even when considering re-appointments.

IV. MEMBERS' CODE OF CONDUCT

A. Select Board Meetings

The following guidelines are presented as a list of suggestions for Members to consider in order to best facilitate the management of the Town:

- (1) Be prepared for all meetings by reading the materials in advance of the meeting.
- (2) Actively participate in all deliberations.
- (3) Be respectful of differences of opinion. Treat others with dignity and attentiveness.
- (4) Be fair and open-minded.
- (5) Attend all meetings to the greatest extent possible; otherwise notify the Chair in advance to request that an absence be excused.
- (6) Demonstrate the characteristics of honesty, integrity and positive role- model leadership.
- (7) There should be no hesitation to express a viewpoint or present the opinions of concerned citizens.
- (8) Research and requests for additional information are strongly encouraged, but it is suggested that the Town Administrator be utilized to process all such inquiries
- (9) Be attentive to the remarks of others during a meeting, including input received from members of the public, staff and other Town Officials.

B. General Rules

The following guidelines are intended to assist the Members in the performance of their official duties:

- (1) Don't make unilateral promises, threats or decisions on behalf of the Board.
- (2) Be very cautious about making promises with regards to a future vote or the treatment of any individual.
- (3) Do make yourself available to listen to (or read about) constituent concerns.
- (4) There is a fine line that is often impossible to identify between "acting in concert with personal beliefs and principles" vs. "acting in the best interests of the Town based on a specific set of circumstances". Follow your conscience.
- (5) Don't cast blame for problems without having all the facts. In most instances it is better to steer conversations towards identification of problems and possible solutions rather than pointing fingers at individuals who may have made mistakes.
- (6) Don't be afraid to explain that you were not aware of a certain situation or that you may not know the answer to a specific question about Town government. There are many resources available for you to get the right answers in a short period of time. Also keep in mind that the right answer may not always be the answer desired, but this will always be better than giving misinformation or false hope.
- (7) Friendships and business relations should not be a deciding factor when making decisions in the best interests of the Town. A true friend will understand and respect the need for a Member to avoid the appearance of favoritism.
- (8) The business of running the Town often requires perseverance, patience and long-term planning. The existence of phrases such as "Rome wasn't built in a day" and "the wheels of government grind slowly" is indicative of a frustrating reality at times. However, Members are encouraged to be mindful of their role in the posterity of future generations while dealing with current issues.

- (9) Keep in mind that the eyes of Lee are upon you. The things you say and do and the people you associate with are a reflection on your character as an official who is elected to represent the Lee community.
- (10) Try to avoid being a player on either end of the rumor mill. Work towards earning (and keeping) a reputation for having integrity.
- (11) Statements made by individual Members that amount to personal attacks or public insults (regardless of the setting) will impede the ability of the Select Board to function in the best interests of the Town.
- (12) Privileged information should not be shared or discussed with anyone other than the parties directly involved. In some instances the disclosure of privileged information can result in legal consequences (of a personal nature as well as creating Town liability) and/or removal from office.
- (13) In the event a Member becomes aware of any wrong-doing on the part of an elected or appointed Town Official, this knowledge must be shared with the remaining members of the Board during a non-public session meeting prior to any action being taken.
- (14) Members are indemnified by a Town insurance policy from liability for official conduct that is taken within the confines of their duties and responsibilities. Members are also covered under the Town's worker's compensation insurance policy as "employees", but they are not eligible for any other employee benefits.

C. Relationships with Other Elected Town Officials

- (1) Members are encouraged to maintain open lines of communication and positive relations with other elected Town Officials for the sake of facilitating municipal operations. When discussing Town business, such communications should be prefaced as either being a personal viewpoint or the official position of the Board, as may be appropriate.
- (2) In the event that a Member is aggrieved by a decision or action that is taken by an elected Town Official, the issue should be shared with the remaining members of the Board during a public or non-public session meeting (as allowed by law) prior to any action being taken.
- (3) The role of the Select Board in any proceedings related to the removal from office of an elected Town Official is specifically set forth in law and must be followed in a precise manner.

D. Relationships with Other Town Boards & Committees

- (1) The Members should be mindful of the statutory authority granted to certain Boards and Commissions with a goal of assisting such agencies in the fulfillment of their mission to the greatest extent practical. This is especially relevant in dealing with the Town's Legislative Body as well as the Planning Board, ZBA, and Commissions.
- (2) Whenever the Select Board decides to establish a board or committee that is not prescribed by law or is otherwise under the Board's jurisdiction, the Board shall adopt a resolution that specifies the name of the agency, the number of members and alternates if desired, the length of terms, the mission of the agency, (to include duties, responsibilities and authority), residency requirements, the date by which the agency shall cease to exist and any other information deemed relevant.
- (3) In some situations the role of the Select Board in any proceedings related to the removal from office

of members of Boards, Committees and/or Commissions is specifically set forth in law and must be followed in a precise manner. However, there are also situations where the Select Board may have the authority to replace members with or without cause and with or without due process as may be allowed by law. Accordingly, it is important that the Oath of Office be carefully worded by the Members to ensure the Board preserves its rights pertaining to the status of appointees.

- (4) Members who serve as ex-officio members (or Liaisons) of other Boards and Committees are expected to vote and act in a manner that is consistent with the majority viewpoint of the Board, to the extent practical.
- (5) All Town Boards, Committees and Commissions are subject to the Right to Know Law and must therefore comply with all provisions of RSA 91-A.

E. Relationships with Other Members

- (1) It is recognized under NH law that a chance meeting or social event involving a quorum of the Board (two or more members) does not constitute a "meeting". However, individual Members must not discuss any Town business during such situations.
- (2) Communications between Members during meetings or public events should always take into account a level of decorum that is commensurate with the position of elected leaders of the Town. Accordingly, it is expected that Members will conduct themselves in a professional manner at all times; and that members of the Board can ultimately agree to disagree in the event of differences of opinion regardless of the circumstances or the intensity of feelings.
- (3) All written communications between Members may be considered public documents under the law. This includes emails and handwritten notes. Members can be held personally (and financially) liable by a court for destruction of any such documents or willful violations of the Right to Know Law.

E. Relationships with Staff

- (1) It is requested that Members deal with staff issues or requests for information through the Office of the Town Administrator at all times. This is not to imply, however, that Members must do anything differently from ordinary residents with regards to routine government services (such as vehicle registrations, permit applications, etc.) in which case Members should expect to be treated in the same manner as every other "customer".
- (2) In the event a Member observes an employee exhibiting inappropriate behavior, such conduct should be promptly referred to the Town Administrator and/or other appropriate Department Head and may also be disclosed to the other members of the Select Board during a non-public session of a meeting.
- (3) Members should be aware that staff meetings are not open to the public and these meetings are not subject to the Right to Know Law. Members of the Select Board should only attend these types of meetings upon invitation or request of the Town Administrator.
- (4) Members are encouraged to meet as individuals on a regular basis with the Town Administrator and other Department Heads to exchange information and share ideas. Such meetings are not subject to the Right to Know Law; however, any written documentation that is exchanged may be subject to public disclosure.
- (5) Members should never solicit political favors, contributions or election support from employees, who are expected to remain neutral in such matters at all times, but especially during work.

- (6) Disciplinary decisions made by Department Heads and/or the Town Administrator must be implemented without consulting the Select Board or individual Members in order to preserve the juror status and impartiality that is required for the Board and its members to serve as an appeals body.

F. Relationships with Legal Counsel

- (1) The Town Attorney works for the Town of Lee under such terms and conditions as may be determined solely by the Select Board. Consultations between the Members and legal counsel are exempt from the Right to Know Law.
- (2) Members of the Select Board are encouraged to communicate with the Town Attorney through the Office of the Town Administrator. Often times the Town Administrator may be able to provide answers without incurring any legal expenses.
- (3) Members who have a legal question about Town business that is not of an urgent or emergency nature who do not wish to involve the Town Administrator in such an inquiry, are expected to discuss this matter with the remaining members of the Board during a non-public session of a meeting prior to contacting the Town Attorney directly.
- (4) Members who have a legal question about Town business of an urgent or emergency nature who do not wish to involve the Town Administrator are authorized to contact the Town Attorney directly, provided, however, that the nature of the communication shall be put into writing and shared with all Board members as soon as practical.
- (5) From time to time Members are individually served with a lawsuit in the exercise of their duties. Because the timing of the Town's response can be a critical component in a lawsuit, Members should immediately notify the Town Administrator if they have been sued as a Town Official. The Town Administrator will then forward copies of the lawsuit to all of the Members and the Town Attorney and the Town's insurance carrier. (Sometimes the Town's insurance carrier will provide and pay for legal counsel in which case the Town Attorney may not be involved in the proceedings.)

G. Relationships with the Media

- (1) It is recommended that Members never go "off the record" when communicating with a reporter and keep in mind that there may be times when it is in the Town's best interest for a Select Board Member to have "no comment," but such remarks should be used very judiciously.
- (2) Members should be very careful and cautious when choosing words during a conversation with a reporter (or in the presence of the media) to avoid being misquoted, or having words taken out of context, or disclosing information that should not be made public.
- (3) Although the Chair serves as the official spokesperson for the Board, there is nothing in these guidelines that is intended to prevent any other member of the Select Board from speaking with the media and offering a personal viewpoint that may differ from the Board.
- (4) Newspaper accounts of municipal events are not always an entirely accurate depiction of the factual circumstances. Accordingly, members of the Select Board should not make decisions based solely on reports in the newspaper or on television or other media outlets.

I. Relationships with Civic Organizations & Citizens

Members are encouraged to visit with members of local civic organizations and concerned citizens to solicit feedback and input on government operations and/or discuss current issues, public events and personal viewpoints concerning Town affairs.

J. Ethics

- (1) Individual Members should not seek to exert any undue influence or interference in the exercise of the official duties of other Town Officials or employees. In the event that a Member has legitimate personal interests in the outcome of a government function, and he/she acts as a private citizen in pursuit of that objective, than he/she should thereafter disqualify himself/herself as a Select Board member in any matters related thereto.
- (2) The Members shall uphold and exemplify the provisions of the Code of Ethics for Public Officials of the Town of Lee, as adopted by the Lee Select Board on XX/XX/XX, attached hereto and incorporated herein as Appendix B.

K. Violations

- (1) There are no defined consequences under NH law for failure to comply with these guidelines. However, it should be noted that the remaining members of the Select Board may vote to publicly censure an individual Member for repeated or egregious failures to meet these obligations.
- (2) In the event that a quorum of the Board is of the opinion that one of the Members has violated State Law, then they may vote in public session to initiate judicial removal proceedings and/or petition a court of competent jurisdiction for the imposition of such other penalties as may be allowed by law.

IN WITNESS WHEREOF, these Operational Guidelines for the Select Board are adopted and approved on this ____ day of _____ 2015

Carole Dennis, Chairwoman

Scott Bugbee

John R. LaCourse

**APPENDIX A
TOWN OF LEE, NH
Board of Selectmen
Meeting Procedures**

The purpose of these procedures is to allow for the orderly conduct of Town business that is fair for the public, Selectmen, volunteers, and Town Employees and provide for open, transparent and effective local governance.

MEETING SCHEDULES

- 1) Regular meetings of the Board of Selectmen shall be held on every other Monday at the Public Safety Complex and will convene at 6:00 PM unless rescheduled by a vote of the Board due to unforeseen circumstances. The Town Administrator will present a suggested schedule of dates to the Board for adoption prior to the start of the fiscal year.
 - a. The Chairman, or a majority of the Board, shall determine if insufficient business or other non-urgent matter warrants postponement or cancellation of a scheduled Board of Selectmen meeting.
 - b. The Chairman and Road Agent shall determine if inclement weather or other emergency warrants postponement or cancellation of a scheduled meeting.
 - c. The Town Administrator shall be responsible for providing notice of a cancelled meeting
- 2) Special meetings may be called by the Chairman or by a majority of the Board at any time.
 - a. Twenty-four (24) hours' notice shall be given to each member, except in emergencies.
 - b. Special Meetings are generally limited to one or more items requiring Board action and shall include on the agenda an opportunity for citizen comment specifically related to the matter(s) included on the agenda.
- 3) Written notice of all meetings shall be properly posted as required by RSA 91A:2 II. In emergencies, all efforts will be made to post a written notice of the emergency meeting with as much notice as possible.

AGENDA SETTING

In order to help the Selectmen organize the agenda so that the Town's business may be accomplished in a timely and efficient manner and to allow the Board to make informed decisions and to prevent unnecessary disruptions of Selectmen's meetings, while still continuing the tradition of providing opportunities for all persons to address the Board, the following procedures have been adopted:

- 1) Requests to meet with the Board and/or to be included on the agenda shall be in writing, stating the purpose and as much information as possible to permit Board and staff review in advance of the meeting. Please use the attached "Board of Selectmen Meeting Agenda Request" form. This requirement applies to Town Department Heads, employees, Boards, Commissions, and members of the public. Requests must be received in the Selectmen's office by noon the Thursday prior to the meeting on the following Monday in order to be considered for inclusion on the agenda.
 - a. The deadline may be waived in the event of an emergency or for items that require the Board's immediate attention and for which prior notice is not possible.

- b. The Town Administrator reserves the right to postpone requested agenda items to a subsequent meeting and/or to request further information on the Board's behalf, so that the Board will have enough time to give the matter the attention it may deserve and enough information to be able to make an informed decision.
 - c. The Board of Selectmen reserve the right to table any agenda item, if, in its opinion, more time or information is required in order to take responsible action.
- 2) The Town Administrator is available to assist with drafting the written request to ensure that it is presented to the Board in a correct and complete form.
- 3) The Agenda may include "Consent Agenda" items at the discretion of the Town Administrator and unanimous consent of the Board. Such items are considered routine in nature yet still require a formal vote of the Board.
 - a. If one Selectman believes that an item requires discussion, it shall be removed from the Consent Agenda and placed on the regular agenda.
 - b. Complete information for all Consent Agenda items shall be provided to the Board in advance of the meeting.
- 4) Each agenda shall have a Public Comment session to allow citizens to address any Town issue, except employee personnel matters. Such matters may be addressed at a scheduled session that will be public or non-public at the request of the person being discussed and in their presence, in accordance with RSA 91 A: 3 II. The Public Comment session may be waived by the Chairman, if the meeting is a special meeting and/or a Public Hearing.

CONDUCT OF MEETINGS

All participants have a responsibility to adhere to the highest ideals of civility and decorum while participating in all meetings conducted on behalf of the community.

- 1) Role of Presiding officer – the presiding officer, usually the Chairman, shall be responsible for ensuring that all meetings are conducted in accordance with the requirements of these procedures by ensuring the orderly conduct of Town business that comes before the Board. The presiding officer shall have the cooperation and support of fellow Selectmen in maintaining order and civility throughout Board meetings.
- 2) Orderly Conduct of Meetings – Selectmen, members of the general public, the Town Administrator, and Town employees shall confine their remarks to the merits of pending questions and shall not engage in personal attacks, or accusations not related to official duties.
- 3) During the Public Comment portion of the meeting, individuals will be limited to a five-minute presentation, unless permission to speak for a longer period is requested and granted by majority vote of the Board. Anyone speaking is required to state his/her name and address. The Chairman may extend the opportunity to speak to non-residents.
- 5) In cases where a member of the public wishes to speak on a matter during the regular course of the meeting, the Chairman may recognize said party, but is under no obligation to do so, and request

that he/she rise, be recognized, state their name, place of residence and purpose for addressing the Board.

- 6) The Chairman will limit or prohibit speakers who are determined to be disruptive or whose remarks are rude, personal or slanderous. If the person does not withdraw, the Chairman may order a police officer or other appropriate authority to remove and/or confine the person in some convenient place until the meeting is adjourned.

Approved by the Lee Board of Selectmen on June 25 2012.

John R. LaCourse, Chairman

W. James Griswold, Selectman

David Cedarholm, Selectman



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

Office Use Only
Meeting Date: _____
Agenda Item No. _____

**BOARD OF SELECTMEN
MEETING AGENDA REQUEST**

_____ (Meeting Date Requested)

Agenda Item Title: _____

Requested By: _____ Date: _____

Contact Information: _____

Presented By: _____

Description: _____

Financial Details: _____

Legal Authority _____

(Usually NH RSA and/or Town Ordinance/Policy):

Legal Opinion: _____

REQUESTED ACTION OR RECOMMENDATIONS:

APPENDIX B
CODE OF ETHICS

**For Public Officials of the Town of Lee
Adopted by the Lee Select Board**

Preamble

The citizens and businesses of Lee are entitled to have fair, ethical and accountable local government which has earned the public's full confidence for integrity. The effective functioning of democratic government therefore requires that:

- Public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Public officials be independent, impartial, and fair in their judgment and actions;
- Public office be used for the public good, not for personal gain; and
- Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of cooperation.

To this end, the Lee Select Board has adopted a Code of Ethics for our public officials to assure public confidence in the integrity of local government and its effective and fair operation.

1. Act in the Public Interest

Recognizing that stewardship of the public interest must be their primary concern, officials will work for the common good of the people of Lee and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before them.

2. Comply with the Law

Officials shall comply with Federal and State laws, as well as the Town of Lee's ordinances and policies in the performance of their public duties.

3. Conduct of Officials

The professional and personal conduct of officials must be above reproach and avoid even the appearance of impropriety. Officials shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other officials, the staff or public.

4. Respect for Process

Officials shall perform their duties in accordance with the processes and rules of order which have been established by their respective board, commission or committee, and which govern the deliberation of public policy issues, meaningful involvement of the public, and the ability of Town staff to implement policy decisions as authorized by the Select Board.

5. Conduct of Public Meetings

Officials shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.

6. Endorsement of Candidates

Officials have the right to endorse candidates for all Select Board seats or other elected offices. However, it is inappropriate to mention endorsements during public meetings or other official Town functions.

7. Keep political support away from public forums

Just as Board and Commission members may offer political support to a Member of the Select Board, but not in a public forum while conducting official duties, Members may also support other Board and Commission members who are running for office, but not in an official forum in their capacity as a Selectperson.

8. Communication

Officials shall publicly share substantive information that is relevant to a matter under consideration by a board, commission, or committee, which they may have received from sources outside of the public decision-making process.

9. Conflict of Interest

In order to assure their independence and impartiality on behalf of the common good, officials shall not use their public positions to influence government decisions in which they have a material financial interest, or where they have an organizational responsibility or personal relationship, which may give the appearance of a conflict of interest.

10. Gifts and Favors

Officials shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

11. Confidential Information

Officials shall respect the confidentiality of information concerning the property, personnel, or affairs of the Town. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial, or other private interests.

12. Use of Public Resources

Officials shall not use public resources not available to the public in general, such as Town staff time, equipment, supplies or facilities, for private gain or personal purposes.

13. Representation of Private Interests

In keeping with their role as stewards of the public interest, Public Officials shall not appear on behalf of the private interests of third parties before any Board, Commission, Committee or proceeding of the Town. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the Town of Lee nor will they allow the inference that they do.

14. Advocacy

Officials shall represent the official policies or positions of the Town to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the Town of Lee nor will they allow the inference that they do.

15. Policy Role of Officials

Officials shall respect and adhere to the Select Board structure of government. In this structure, the Select Board determines the policies of the Town with the advice, information and analysis provided by the public, other boards, committees, commissions, and Town staff.

Public Officials therefore should not interfere with the administrative functions of the Town or the professional duties of Town staff

16. Independence of Boards and Commissions

Because of the value of the independent advice of boards and commissions to the public decision-making process, Public officials shall refrain from using their position to unduly influence the deliberations or outcomes of proceedings. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the Town of Lee nor will they allow the inference that they do.

17. Positive Work Place Environment

Officials shall support the maintenance of a positive and constructive work place environment for Town employees and for citizens and businesses dealing with the Town. Officials shall recognize their special role in dealings with Town employees to in no way create the perception of inappropriate direction to staff.

18. Implementation

As an expression of the standards of conduct for public officials expected by the Town of Lee, this Code of Ethics is intended to be self-enforcing. It therefore becomes most effective when officials are thoroughly familiar with it and embrace its provisions.

For this reason, ethical standards shall be included in the written orientation materials for candidates for all Town positions, applicants to boards, committees, and commissions, and newly elected and appointed officials. All Public Officials shall annually review the Code of Ethics, and the Select Board shall consider recommendations to update it as necessary.

19. Compliance and Enforcement

The Lee Code of Ethics expresses standards of ethical conduct expected for all Public Officials. Officials

themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

The chairs of boards, committees and commissions have the additional responsibility to intervene when actions that appear to be in violation of the Code of Ethics are brought to their attention.

In accordance with NH RSA 42:1-a I. "The manner of dismissing a town officer who violates the oath as set forth in RSA 42:1 shall be by petition to the superior court for the county in which the town is located."

A violation of this code of ethics shall not be considered a basis for challenging the validity of a board, committee, or commission decision.

ADOPTED by the LEE SELECT BOARD on this ____ day of _____ 2015.

Carole Dennis, Chairperson

Scott Bugbee

John R. LaCourse



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

Office Use Only

Meeting Date: May 11, 2015

Agenda Item No. 13d

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
5/11/2015

Agenda Item Title: Establish Municipal Records Committee

Requested By: Town Administrator Julie Glover

Date: 4/27/2015

Contact Information: 603-659-5414

Presented By: Julie Glover

Description: Request that the Select Board establish a Municipal Records Committee, composed of the Town Administrator (as designee of the Select Board), Town Clerk/Tax Collector, Treasurer, and Assessor, in accordance with NH RSA 33-A:3. In addition, appoint a representative of the Heritage Commission and the Police Department Administrative Assistant.

Financial Details: TBD

Legal Authority NH RSA 33-A: The municipal officers or their designee together with the clerk, treasurer, an assessor, and tax collector of each city or town shall constitute a committee to govern the disposition of municipal records pursuant to this chapter. Unless otherwise provided by a municipal ordinance, the committee shall designate the office responsible for the retention of each type of record created for the municipality.

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to approve the Municipal Records Committee as recommended and request that the Committee meet as soon as practically possible to review the draft Municipal Records Retention Policy and make recommendations regarding same and to proceed in accordance with NH RSA 33-A and the adopted policy.

TOWN OF LEE

RECORDS RETENTION POLICY

SECTION I: PURPOSE

The purpose of this Policy is to ensure compliance with all applicable state and federal laws and regulations regarding record retention including, but not limited to those listed in NH RSA 33-A; while simultaneously recognizing the Town of Lee's administrative need to manage its records and provide for their systematic destruction after said legal requirements have been met and the record no longer has value to the Town of Lee or its constituents.

SECTION II: AUTHORITY

This policy is adopted in accordance with the governing laws of the State of New Hampshire pursuant to RSA 33-a.

SECTION III: APPLICABILITY

This policy applies to all physical records generated in the course of the Town of Lee's municipal operations including original, reproduced, and electronic documents.

SECTION IV: DEFINITIONS

RECORD - A "record" is durable information showing that an event happened, or a decision was made, and was created at the time of the event or soon afterwards by a person or persons who witnessed the event or decision.

As used herein, this shall refer to all municipal documentary materials, whether in paper, electronic or any other form prepared or received by the Town of Lee in connection with the conduct of its official governmental functions. A department that creates or receives a record shall be considered the primary owner of that particular record.

DEPARTMENT – For the purposes of this policy, shall include municipal departments, boards, committees, and commissions.

SECTION V: MUNICIPAL RECORDS RETENTION COMMITTEE:

1. In accordance with RSA 33-A:3 the Town of Lee shall establish and maintain a Municipal Records Committee charged with governing the retention and disposition of municipal records. Said committee must be comprised of the following: a member of the Select Board or its designee, Town Clerk/Tax Collector, and Town Treasurer. The Select Board may expand the membership as it deems appropriate to include representatives of other departments.

TOWN OF LEE

RECORDS RETENTION POLICY

2. As shown in Appendix A, the Town has adopted a Record Retention Schedule detailing the initial maintenance, retention and disposal schedule for municipal records of the Town of Lee. To ensure that this schedule is followed the Committee shall:
 - a. Monitor local, state and federal laws affecting record retention, and;
 - b. Modify the Record Retention Schedule as necessary to ensure that it complies with local, state and federal laws and/or addresses the appropriate document and record categories for the Town of Lee;
3. In addition, the Police Department may maintain a records retention program consistent with RSA 33-A:3 and any other State or Federal laws that may be specific to law enforcement records, which may be published as a separate department policy.
4. The Committee shall monitor compliance with this Section VI, A of this policy and, if necessary, develop additional operating procedures to ensure that records are properly stored and accessible.
 - a. Any such additional procedures will be developed in a manner which takes into account the organization's operational capabilities. The Municipal Records Committee may elect to use electronic methods of document storage, where appropriate.
 - b. Any such additional procedures and/or storage processes will be incorporated as an Appendix to this Policy and be periodically reviewed by the Committee in order to ensure their level of efficiency and adequacy.
5. The Committee shall monitor compliance with Section VI, C of this policy and if necessary, develop additional operating procedures to ensure that records are consistently disposed of in a proper manner.
 - a. Any such additional procedures shall take into account:
 - i. statutory requirements
 - ii. the Town of Lee's operational capabilities
 - iii. that certain records contain sensitive and/or confidential information, and as a result must be destroyed and disposed of with particular care.
 - b. These destruction processes will be periodically reviewed in order to ensure their adequacy and level of efficiency.
6. The Committee shall review annually the Record Retention Policy and make recommended amendments as appropriate to comply with regulatory requirements and/or procedural changes.

TOWN OF LEE

RECORDS RETENTION POLICY

SECTION VI: STORAGE, RETENTION, AND DISPOSAL OF MUNICIPAL RECORDS:

1. Minimum Storage Procedures: Records shall be stored in a box or file cabinet and have the following information on the storage device: the department name, box number (if applicable), retention period, scheduled disposition date, authority granting or allowing the disposition, and a general description of the contents.
2. Retention of Documents: The Records Retention Schedule (Appendix A) details the retention period for specific types and categories of records in order to ensure legal compliance. In addition, this schedule is designed to accomplish other objectives such as the preservation of confidential and valuable administrative information, cost effectiveness, and space management. Scheduled records are those that, by state statute and administrative rules or the Code of Federal Regulations, need only be retained for a stated period. The Municipal Records Committee may determine that such records are to be maintained by the Town for a period longer than the minimum required period. If so, such determination shall be made a matter of record by incorporation into the Records Retention Schedule.
3. Format of Documents:
 - a. Electronic records may be maintained as such if they exist in a format that is indexed or reasonably searchable in a manner that is the same or less time to search the same record stored in a paper form.
 - b. All electronic records will be backed up in at least one off-site location daily.
 - c. Records with a designated retention of more than 10 years shall be transferred to paper, microfilm or both per the requirements of RSA 33-A:5-a.
4. Destruction of Documents:
 - a. Documents to be destroyed shall first be reviewed by the applicable Department Head to determine if any portion(s) of those records should be retained due to their historical value. If no reason exists to maintain the record beyond the retention schedule, then the documents shall be destroyed as follows:
 - b. Non-confidential documents - shall be disposed of with other paper recycled products.
 - c. Confidential documents - shall be shredded
 - d. Electronic files - shall be deleted from the individual's computer as well as from any backup or permanent media storage
 - e. Documents being shredded in mass quantities shall be done so by authorized shredding service. The shredding service shall have the ability to provide the

TOWN OF LEE
RECORDS RETENTION POLICY

Town with a stamped receipt acknowledging that the identified documents were shredded and the date on which the shredding occurred.

- 5. Unauthorized Activities: All municipal records belong to the public in perpetuity and shall not be destroyed, maliciously damaged, or retained by any person not entitled to do so by local, state, and/or federal regulations.

SECTION IX: SUSPENSION OF RECORD DISPOSAL:

In the event any official or employee of the Town of Lee is served with any subpoena or Right-to-Know request; or becomes aware of an investigation or audit concerning the Town of Lee or the commencement of any litigation against or concerning the Town of Lee such individual shall ensure that all records are preserved, regardless of the Retention Schedule, until the Town's legal counsel determines that the records are no longer needed.

SECTION X: REQUESTS FOR RECORDS

All records not excluded from public viewing under the provisions of RSA 91-A will be made available for inspection at Town Hall during regular business hours. Access and publication of some records may also be provided via various electronic methods as a service and convenience. These convenience publications shall not constitute part of the official retention program nor the official location for public viewing.

If the record(s) being requested is stored in a location other than Town Hall, the individual making the request will be directed to the appropriate department. If the record has been archived, a representative of the department that archived the record will retrieve it and make it available for review at Town Hall. All other record requests should be directed to the Town Administrator who will route them accordingly.

SECTION XI: ADOPTION: The Town of Lee Select Board has adopted the Record Retention Policy effective _____:

Carole Dennis, Chairperson

Scott Bugbee

John R. LaCourse

TOWN OF LEE

RECORDS RETENTION POLICY

APPENDIX A

Standards established in RSA 33-A:3-a

Local standards noted parenthetically

I Abatements: 5 years.

II Accounts receivable: until audited plus one year.

III. Aerial photographs: permanently.

IV. Airport inspections-annual: 3 years.

V. Airport inspections-daily, including fuel storage and vehicles: 6 months.

VI. Annual audit report: 10 years.

VII. Annual reports, town warrants, meeting and deliberative session minutes in towns that have adopted official ballot voting: permanently.

VIII. Archives: permanently.

IX. Articles of agreement or incorporation: permanently.

X. Bank deposit slips and statements: 6 years.

XI. Blueprints-architectural: life of building.

XII. Bonds and continuation certificates: expiration of bond plus 2 years.

XIII. Budget committee-drafts: until superseded.

XIV. Budgets: permanently.

XV. Building permits-applications and approvals: permanently.

XVI. Building permits-lapsed: permanently.

XVII. Building permits-withdrawn, or denied: one year.

XVIII. Capital projects and fixed assets that require accountability after completion: life of project or purchase.

XIX. Cash receipt and disbursement book: 6 years after last entry, or until audited.

XX. Checks: 6 years.

XXI. Code enforcement specifications: permanently.

XXII. Complaint log: expiration of appeal period.

XXIII. Contracts-completed awards, including request for purchase, bids, and awards: life of project or purchase.

XXIV. Contracts-unsuccessful bids: completion of project plus one year.

XXV. Correspondence by and to municipality-administrative records: minimum of one year.

XXVI. Correspondence by and to municipality-policy and program records: follow retention requirement for the record to which it refers.

XXVII. Correspondence by and to municipality-transitory: retain as needed for reference.

XXVIII. Current use applications and maps: until removed from current use plus 3 years.

TOWN OF LEE

RECORDS RETENTION POLICY

- XXIX. Current use release: permanently.
- XXX. Deed grantee/grantor listing from registry, or copies of deeds: discard after being updated and replaced with a new document.
- XXXI. Deferred compensation plans: 7 years.
- XXXII. Underground facility damage prevention forms: 4 years.
- XXXIII. Dredge and fill permits: 4 years.
- XXXIV. Driveway permits and plans: permanently.
- XXXV. Easements awarded to municipality: permanently.
- XXXVI. Elections-federal elections: ballots and absentee ballot applications, affidavit envelopes, and lists: by the town clerk until the contest is settled and all appeals have expired or at least 22 months after the election, whichever is longer.
- XXXVII. Elections-not federal: ballots and absentee ballot applications, affidavit envelopes, and lists: by the town clerk until the contest is settled and all appeals have expired or at least 60 days after the election, whichever is longer.
- XXXVIII. Elections-challenge affidavits by the town clerk: until the contest is settled and all appeals have expired or 22 months after the election, whichever is longer.
- XXXIX. Elections-ward maps: until revised plus 1 year.
- XL. Emergency medical services run reports: 10 years.
- XLI. Equipment maintenance: life of equipment.
- XLII. Excavation tax warrant and book or list: permanently.
- XLIII. Federal form 1099s and W-2s: 7 years.
- XLIV. Federal form 941: 7 years.
- XLV. Federal form W-1: 4 years.
- XLVI. Fire calls/incident reports: 10 years.
- XLVII. Grants, supporting documentation: follow grantor's requirements.
- XLVIII. Grievances: expiration of appeal period.
- XLIX. Health-complaints: expiration of appeal period.
- L. Health-inspections: 3 years.
- LI. Health-service agreements with state agencies: term plus 7 years.
- LII. Health and human services case records including welfare applications: active plus 7 years.
- LIII. Inspections-bridges and dams: permanently.
- LIV. Insurance policies: permanently.
- LV. Intent to cut trees or bushes: 3 years.
- LVI. Intergovernmental agreements: end of agreement plus 3 years.
- LVII. Investigations-fire: permanently.
- LVIII. Invoice, assessors: permanently.

TOWN OF LEE

RECORDS RETENTION POLICY

- LIX. Invoices and bills: until audited plus one year.
- LX. Job applications-successful: retirement or termination plus 50 years.
- LXI. Job applications-unsuccessful: current year plus 3 years.
- LXII. Labor-public employees labor relations board actions and decisions: permanently.
- LXIII. Labor union negotiations: permanently or until contract is replaced with a new contract.
- LXIV. Ledger and journal entry records: until audited plus one year.
- LXV. Legal actions against the municipality: permanently.
- LXVI. Library:
 - (a) Registration cards: current year plus one year.
 - (b) User records: not retained; confidential pursuant to RSA 201-D:11.
- LXVII. Licenses-all other except dog, marriage, health, and vital records: duration plus 1 year.
- LXVIII. Licenses-dog: current year plus one year.
- LXIX. Licenses-dog, rabies certificates: disposal once recorded.
- LXX. Licenses-health: current year plus 6 years.
- LXXI. Liens-federal liens upon personal property, other than IRS liens: permanently.
- LXXII. Liens-hospital liens: 6 years.
- LXXIII. Liens-IRS liens: one year after discharge.
- LXXIV. Liens-tax liens, state liens for support of children: until court order is lifted plus one year.
- LXXV. Liens-tax liens, state meals and rooms tax: until release plus one year.
- LXXVI. Liens-tax sale and record of lien: permanently.
- LXXVII. Liens-tax sales/liens redeemed report: permanently.
- LXXVIII. Liens-Uniform Commercial Code leases: lease term plus 4 years; purge all July 1, 2007.
- LXXIX. Liens-Uniform Commercial Code security agreements: 6 years; purge all July 1, 2007.
- LXXX. Meeting minutes, tape recordings: keep until written record is approved at meeting. As soon as minutes are approved, either reuse the tape or dispose of the tape.
- LXXXI. Minutes of boards and committees: permanently.
- LXXXII. Minutes of town meeting/council: permanently.
- LXXXIII. Minutes, selectmen's: permanently.
- LXXXIV. Motor vehicle-application for title: until audited plus one year.
- LXXXV. Motor vehicle-titles and voided titles: sent to state division of motor

TOWN OF LEE

RECORDS RETENTION POLICY

vehicles.

LXXXVI. Motor vehicle permits-void and unused: until audited plus one year.

LXXXVII. Motor vehicle permits and registrations-used: current year plus 3 years.

LXXXVIII. Municipal agent daily log: until audited plus one year.

LXXXIX. Notes, bonds, and municipal bond coupons-cancelled: until paid and audited plus one year.

XC. Notes, bonds, and municipal bond coupon register: permanently.

XCI. Oaths of office: term of office plus 3 years.

XCII. Ordinances: permanently.

XCIII. Payrolls: until audited plus one year.

XCIV. Perambulations of town lines-copy kept by town and copy sent to secretary of state: permanently.

XCV. Permits or licenses, pole: permanently.

XCVI. Personnel files: retirement or termination plus 50 years.

XCVII. Police, accident files-fatalities: 10 years.

XCVIII. Police, accident files-hit and run: statute of limitations plus 5 years.

XCIX. Police, accident files-injury: 6 years.

C. Police, accident files-involving arrests: 6 years.

CI. Police, accident files-involving municipality: 6 years.

CII. Police, accident files-property damage: 6 years.

CIII. Police, arrest reports: permanently.

CIV. Police, calls for service/general service reports: 5 years.

CV. Police, criminal-closed cases: statute of limitations plus 5 years.

CVI. Police, criminal-open cases: statute of limitations plus 5 years.

CVII. Police, motor vehicle violation paperwork: 3 years.

CVIII. Police, non-criminal-internal affairs investigations: as required by attorney general and union contract and town personnel rules.

CIX. Police, non-criminal-all other files: closure plus 3 years.

CX. Police, pistol permit applications: expiration of permit plus one year.

CXI. Property inventory: 5 years.

CXII. Property record card: current and last prior reassessing cycle.

CXIII. Property record map, assessors: until superceded.

CXIV. Property tax exemption applications: transfer of property plus one year.

CXV. Records management forms for transfer of records to storage: permanently.

CXVI. Road and bridge construction and reconstruction, including highway complaint slips: 6 years.

CXVII. Road layouts and discontinuances: permanently.

TOWN OF LEE

RECORDS RETENTION POLICY

- CXVIII. Scenic roads: permanently.
- CXIX. School records: retained as provided under RSA 189:29-a.
- CXX. Septic plan approvals and plans: until replaced or removed.
- CXXI. Sewer system filtration study: permanently.
- CXXII. Sign inventory: 7 years.
- CXXIII. Site plan review: life of improvement plus 3 years.
- CXXIV. Site plan review-lapsed: until notified that planning board action and appeal time has expired plus one year.
- CXXV. Site plan review-withdrawn or not approved: appeal period plus one year.
- CXXVI. Special assessment (betterment of property): 20 years.
- CXXVII. Street acceptances: permanently.
- CXXVIII. Street signs, street lights and traffic lights-maintenance records: 10 years.
- CXXIX. Subdivision applications-lapsed: until notified that planning board action and appeal period has expired plus one year.
- CXXX. Subdivision applications-successful and final plan: permanently.
- CXXXI. Subdivision applications-withdrawn, or not approved: expiration of appeal period plus one year.
- CXXXII. Subdivision applications-working drafts prior to approval: expiration of appeal period.
- CXXXIII. Summary inventory of valuation of property: one year.
- CXXXIV. Tax maps: permanently.
- CXXXV. Tax receipts paid, including taxes on land use change, property, resident, sewer, special assessment, and yield tax on timber: 6 years.
- CXXXVI. Tax-deeded property file (including registered or certified receipts for notifying owners and mortgagees of intent to deed property): permanently.
- CXXXVII. Time cards: 4 years.
- CXXXVIII. Trust fund minutes, quarterly reports, and bank statements: permanently.
- CXXXIX. Vehicle maintenance records: life of vehicle plus 2 years.
- CXL. Voter checklist-marked copy kept by town pursuant to RSA 659:102: 7 years.
- CXLI. Voter registration:
- (a) Forms, including absentee voter registration forms: until voter is removed from checklist plus 7 years.
 - (b) Same day, returned to undeclared status, form and report from statewide centralized voter registration database: 7 years.
 - (c)(1) Party change form: until voter is removed from checklist plus 7 years.
 - (2) List of undeclared voters from the statewide centralized voter registration database: 7 years.

TOWN OF LEE

RECORDS RETENTION POLICY

- (d) Forms, rejected, including absentee voter registration forms, and denial notifications: 7 years.
- (e) Qualified voter affidavit: until voter is removed from checklist plus 7 years.
- (f) Domicile affidavit: until voter is removed from checklist plus 7 years.
- (g) Overseas absentee registration affidavit: until voter is removed from checklist plus 7 years.
- (h) Absentee ballot voter application form in the federal post card application format, for voters not previously on the checklist: until voter is removed from checklist plus 7 years.
- (i) Absentee ballot affidavit envelope for federal post card applicants not previously on the checklist: until voter is removed from checklist plus 7 years.
- (j) Notice of removal, 30-day notice: until voter is removed from checklist plus 7 years.
- (k) Report of death: until voter is removed from checklist plus 7 years.
- (l) Report of transfer: until voter is removed from checklist plus 7 years.
- (m) Undeliverable mail or change of address notice from the United States Postal Service: until voter is removed from checklist plus 7 years.
- CXLII. Vouchers and treasurers receipts: until audited plus one year.
- CXLIII. Warrants-land use change, and book or list: permanently.
- CXLIV. Warrants-property tax, and lists: permanently.
- CXLV. Warrants-resident tax, and book or list: permanently.
- CXLVI. Warrants-town meeting: permanently.
- CXLVII. Warrants-treasurer: until audited plus one year.
- CXLVIII. Warrants-utility and betterment tax: permanently.
- CXLIX. Warrants-yield tax, and book or list: permanently.
- CL. Welfare department vouchers: 4 years.
- CLI. Work program files: current year plus 6 years.
- CLII. Writs: expiration of appeal period plus one year.
- CLIII. Zoning board of adjustment applications, decisions, and permits-unsuccessful: expiration of appeal period.
- CLIV. Intent to excavate: completion of reclamation plus 3 years.
- CLV. Election return forms, all elections: permanently.

[Paragraph CLVI effective September 1, 2015.]

- CLVI. Affidavits of religious exemption: until voter is removed from checklist plus 7 years.

TOWN OF LEE

RECORDS RETENTION POLICY

APPENDIX B

Discretionary retention of records not listed above

Minutes of boards and committees, electronic formats: 6 years.

Minutes of town meeting, electronic formats: 6 years.

Minutes, selectmen's, electronic formats: 6 years.

Recordings of boards and committees, electronic formats: 6 years.

Recordings of town meeting, electronic formats: 6 years.

Recordings, selectmen's, electronic formats: 6 years.

Electronic mail communication by and to municipality-transitory: retain as needed for reference

Bank reconciliation worksheets: 3 years

Dept of Revenue MS forms: 10 years

Candidate "sign-up" forms: term of office plus 3 years



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

Office Use Only

Meeting Date: May 11, 2015

Agenda Item No. 13g

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
5/11/2015

Agenda Item Title: NH Charitable Foundation Grant

Requested By: Town Administrator Julie Glover

Date: 5/4/2015

Contact Information: 603-659-5414

Presented By: Julie Glover

Description: A private citizen solicited a grant from the NH Charitable Foundation for the purpose of funding the labor & materials necessary for the concrete foundation for the proposed sculpture to be installed at the Lee Transfer Station.

Financial Details: \$351.00

Legal Authority NH RSA 31:95-b

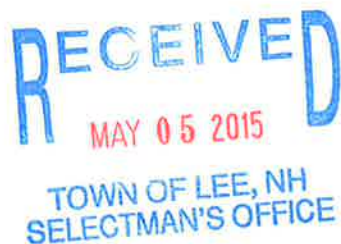
Legal Opinion: Enter a summary; attach copy of the actual opinion

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to accept the grant of \$351.00 from the NH Charitable Foundation for the installation of the sculpture at the Lee Transfer Station.



NEW HAMPSHIRE
CHARITABLE FOUNDATION



April 29, 2015

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

RE: Grant ID: 96085

Dear Ms. Glover,

Congratulations! I am pleased to inform you of a \$351.00 grant from an anonymous donor advised fund within the New Hampshire Charitable Foundation. The grant has been awarded to finance a sculpture foundation at the town transfer station.

A Terms of Award information sheet which explains the terms and conditions of the grant accompanies this letter. Please review this document carefully. Deposit of the enclosed grant check signifies your acceptance and intent to comply with the terms of the award; it also serves as our receipt for this payment.

We encourage you to publicize your work and if you do so, please check that you make reference to the support provided by the New Hampshire Charitable Foundation. We also encourage you to share your story with us so we can help publicize your good work. If you would like additional information about the Foundation's publicity guidelines, including logos, please visit our website at <http://www.nhcf.org/page.aspx?pid=807>.

If you have any questions about the grant, or the terms of the award, please contact Phyllis Abbey at the Foundation for assistance.

Sincerely,

Judith T. Burrows
Director of Program Operations

PLEASE NOTE: By accepting this gift, the grant recipient acknowledges that the entire value of this contribution is for charitable purposes and no goods, services or benefits were provided to any individuals affiliated with said donor advised fund.



NEW HAMPSHIRE
CHARITABLE FOUNDATION

LAKES MANCHESTER MONADNOCK NASHUA NORTH COUNTRY PISCATAQUA UPPER VALLEY

TERMS OF AWARD

Grant awards are made only for the purpose(s) specified in the enclosed award letter. Deposit of the grant award check signifies your intent to comply with the terms and conditions of the award as outlined below, and serves as our receipt for the enclosed grant award payment.

1. **Expenditure of Grant Funds** - The grant award is made only for the purpose(s) specified in the award letter, and subject to any conditions included therein.

Grants may be used to support attempts to influence legislation of any governmental body when both specifically allowed in the Resolution, and under certain circumstances. These circumstances include either (i) the grant recipient has made the election to lobby referred to in Section 501(h) of the Internal Revenue Code and a copy of Form 5168 is forwarded to the Foundation or (ii) no substantial part of the activities of the grant recipient is carrying on propaganda or otherwise attempting to influence legislation.

In any case, no part of any grant may be used for a political campaign. Grants may, however, be used to make available the result of nonpartisan analysis, study and research.

2. **Return of Grant Funds to New Hampshire Charitable Foundation and its Regions**
 - (a) Grants will be returned if the Foundation determines that the grant recipient has not performed in accordance with the **Terms of Award**, or met the conditions described in the award letter.
 - (b) Unexpended grant balances should be returned to the Foundation if the grant recipient loses its exemption from federal income taxation as provided for under Section 501(c)(3) of the Internal Revenue Code.

New Hampshire Charitable Foundation				Check Date:	4/29/2015
				Check Number:	202134
To: Town of Lee, NH 7 Mast Road Lee, NH 03861					
Invoice Number	Date	Description	Amount	Discount	Net Amount
GE-DA015-96085-1	4/24/2015	to finance a sculpture foundation at the town transf	\$351.00	\$0.00	\$351.00
		Totals:	\$351.00	\$0.00	\$351.00

New Hampshire Charitable Foundation				Check Date:	4/29/2015
				Check Number:	202134
To: Town of Lee, NH 7 Mast Road Lee, NH 03861					
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New Hampshire Charitable Foundation
37 Pleasant St
Concord, NH 03301

Citizens Bank
Manchester, NH

011401533

CHECK DATE	CHECK NO.
4/29/2015	202134
CHECK AMOUNT	

PAY ****Three hundred fifty one and 00/100 Dollars****

\$ 351.00**

TO
THE
ORDER
OF

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

Richard Ober

AUTHORIZED SIGNATURE

⑈ 202134⑈ ⑆ 011401533⑆ 3305127351⑈

MEMORANDUM OF UNDERSTANDING
BETWEEN THE OYSTER RIVER YOUTH ASSOCIATION AND THE TOWN OF LEE
FOR THE MANAGEMENT OF RECREATIONAL FIELDS

This Memorandum of Understanding ("MOU"), made and entered into this 27th day of April 2015, by and between the Town of Lee ("TOWN"), a municipal corporation whose address is 7 Mast Road, Lee, NH 03861 and the Oyster River Youth Association ("ORYA") a 501 (C)(3) non-profit organization, whose address is 2 Dover Road, Durham, NH 03824. This MOU supports the Town's management and/or scheduling of athletic fields and/or facilities.

WITNESSETH:

WHEREAS, the parties are mutually interested in supporting adequate programs and facilities for the community in the area of athletics and recreation; and

WHEREAS, it is understood that cooperative efforts can eliminate unnecessary duplication of services, reduce overall park and recreation costs, and can more effectively meet the educational, recreational, and leisure time needs of the Town of Lee and ORYA; and

WHEREAS, the governing bodies of the Town and ORYA are authorized to enter into agreements with each other and to do all things necessary to meet the respective obligations of their organizations; and

WHEREAS, the Town owns recreational playing fields and ORYA has the experience to manage recreational facilities and its mission is to provide recreational programs to the youth of Durham, Lee, and Madbury; and because it is in the best interest of the community and of both the Town and ORYA to provide the best service possible to meet their respective obligations with the least expenditure of public funds and resources, cooperation between the Town and ORYA is necessary and will benefit both organizations; and

WHEREAS, the Town has determined that some of the recreational needs of the community could be better met if the management of its playing fields was assigned to ORYA and ORYA has the desire and capacity to do so; and

WHEREAS, ORYA shall act as the coordinator for scheduling of non-Town or Recreation Commission use of the playing fields at Little River Park, Stevens Field, and the Town Field at Mastway School, and the mowing of said fields, commencing upon the execution of this MOU.

NOW THEREFORE,

Section 1 - PURPOSE

A. The purpose of this MOU is the maintenance, scheduling and operation of the Town's recreational playing fields. The parties agree that the fields are intended to be used jointly by the Town, community groups, ORYA, and other non-profit sports leagues. In planning programs and scheduling

activities, the recreational needs and opportunities for school-aged children and the citizens of Lee will be the highest priority.

B. Nothing contained herein shall constitute or designate ORYA or any of its employees or agents as employees or agents of the Town, nor shall the Town be deemed or considered as a partner or agent of ORYA.

Section 2 – SCHEDULING AND USE

A. ORYA shall act as scheduling coordinator for the playing fields upon the commencement of this MOU for sports-related activities during times that are not in conflict with Town-sponsored use and events. The Selectmen's Office and the Recreation Commission shall direct scheduling inquiries for any non-Town sponsored event to ORYA.

B. ORYA agrees that the first priority for the use of the Town-owned playing fields will be given to Town programs or Recreation Commission-sponsored programs, but shall have the authority to allocate use of the fields for all other groups, including programs sponsored by ORYA and the Oyster River Cooperative School District (ORCSD.)

C. ORYA shall utilize the Town of Lee's "Recreational Fields Usage Agreement" (Appendix A) for all applicants applying for use, except for their own programs, and provide the Town with a signed copy.

D. ORYA shall provide the Selectmen's Office with a copy of the schedule of use for each field at the start of each playing season and the Selectmen's Office will advise of any Town-sponsored dates as soon as they are determined.

E. Neither ORYA nor any applicant, in its policies and practices, shall discriminate against any person on the basis of race, color, religion, national origin, handicap status, age, marital status, sexual orientation, or gender. As part of his/her application, the applicant shall attest to his/her non-discrimination practices.

SECTION 3 – FEES AND CHARGES

A. The Board of Selectmen reserves the right to determine the fees that shall be charged for use of the fields. Any such fees shall not be applicable to ORYA or Town-sponsored use. Although payment will be collected by ORYA, checks shall be made payable to the "Town of Lee." ORYA shall forward all payments to the Town's Finance Office in a timely manner.

B. It shall be ORYA's responsibility to ensure that payment is submitted by an applicant in a timely fashion and for all usage of the field(s) and to advise any applicant who does not submit payment that use of the field will be rescinded until such time as funds are received.

C. In addition, the Town may charge users for labor and materials that the Town may incur because of their use of the property, including but not limited to property damage, trash removal, etc.

SECTION 4 – MAINTENANCE

- A. ORYA shall be responsible for the mowing, fertilization, over-seeding, and general maintenance of the playing fields to a standard traditionally provided to serve recreational athletic use, including the maintenance of the dirt portions of the baseball fields. The Town remains responsible for ensuring that the irrigation system is maintained in good, working order. All of that notwithstanding, both parties agree to work collaboratively to ensure that the fields are maintained in optimal condition.
- B. Trash and garbage cleanup is the responsibility of the party using the property. ORYA shall ensure that the fields and surrounding areas are left clean immediately after each use.
- C. All user-owned equipment, materials and gear, other than that belonging to ORYA, shall be removed from the site after each use. Failure to do so may result in the Town removing and storing the items with the cost for removal being assessed to the owner(s). ORYA's lacrosse goals may remain at each long-end of the Multi-Purpose field at Little River Park for the duration of the season.

SECTION 5 – TERM OF AGREEMENT

- A. The term of the Agreement shall be from April 28, 2015 to April 28, 2017.
- B. The Town and ORYA shall have the option of mutually extending the agreement and any amendments mutually agreed to by the parties until such time as one or the other desires to terminate the program. Any such termination must be by three month's written notice. The terms and conditions set forth herein may be modified by mutual consent to reflect changed conditions and/or preferences.

SECTION 6 – INSURANCE AND INDEMNIFICATION

- A. ORYA agrees to protect, defend, hold harmless, indemnify, and defend the Town of Lee, its officers, employees, and agents from any costs, claims, judgments, awards or liability for damages arising out of or in any way resulting from the use, maintenance or operation of Town-owned fields when such facilities are being, or have been, used pursuant to an ORYA program or assignment contemplated by this MOU.
- B. ORYA agrees 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 in accordance with the Town's Insurance Requirements (Appendix B).
- C. ORYA agrees to ensure that all non-ORYA or Town-sponsored users of the field (such as outside sports leagues) provide a Certificate of Insurance, with an endorsement demonstrating that the Town of Lee and its officials, agents, volunteers and employees are named as an additional insured in accordance with the Town's Insurance Requirements (Appendix B). Copies of all such Certificates will be provided to the Selectmen's Office prior to any use of the field(s).
- D. The Town shall maintain general liability coverage for liabilities normally assumed by the Town arising out of the use of its properties, including recreational playing fields.

SECTION 7 – AUTHORITY

- A. ORYA shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this MOU or specifically authorized by the Lee Select Board as reflected in the minutes of a Board meeting.
- B. ORYA shall have no right or interest in any of the Town’s property as a result of this MOU.
- C. ORYA shall advise the Town of the status of their activities required under this MOU on a regular basis and work in coordination with the staff of the Selectmen’s Office and the Highway Department.

SECTION 8 – COMPENSATION

- A. Neither party shall receive any compensation from the other for the services provided under this MOU, except that the Town agrees to reimburse ORYA for reasonable expenses incurred for the mowing and maintenance of the playing fields, provided that: 1) the Town reviews and approves the bids received for such services; 2) the amount expended cannot exceed the funds that the Town has appropriated during the fiscal year for these services; and 3) ORYA submits timely payment requests that include copies of contractor invoices, material receipts, etc.
- B. ORYA will repair any damage or worn areas it creates from the regular use of the fields. Repairs will be made seasonally during optimal germination periods to maintain a quality playing surface.
- C. ORYA shall not charge the Town any fee for use of their offices, personnel, or overhead expenses except as agreed to by the Board of Selectmen in advance. Likewise, the Town shall not charge ORYA for any similar expenses, except as agreed to by ORYA in advance.

Approved by the Lee Select Board on April 27, 2015

Carole Dennis

Scott Bugbee

John R. LaCourse

Approved by the Oyster River Youth Association (duly authorized agent):


 Nicholas A Scuderi Date: 5/5/2015

EXHIBIT A



**Recreational Fields
Usage Agreement**

Town of Lee, 7 Mast Road, Lee NH 03861
Phone (603) 659-5414/ www.leenh.org

Name of Organization/Group/Person: _____

Contact Person: _____ Phone #: _____

Mailing Address: _____

E-Mail address: _____

- | | | | |
|---------------------|--------------------------|---------------------------------------|--------------|
| Field(s) Requested: | <input type="checkbox"/> | Little River Park Baseball Field | \$35.00/game |
| | <input type="checkbox"/> | Little River Park Multi-Purpose Field | \$25.00/hr. |
| | <input type="checkbox"/> | LRP Playground /Picnic Tables | No Fee |
| | <input type="checkbox"/> | Town Field (at Mast Way) | No Fee |
| | <input type="checkbox"/> | Stevens Field | No Fee |

Details (description of activity): _____

Dates & Times: _____

(Attach schedule if more than three dates)

Rules & Regulations Governing Use of Town of Lee Recreation Facilities

1. All groups and organizations will assume liability for their own members and the actions thereof. Any damage resulting to the facility, equipment, or other Town of Lee property will be billed to the responsible party. Users are responsible for the safety of their participants and guests at all times. All participants, spectators and guests must realize the inherent danger of using this facility and shall release the Town of Lee of any and all liability for personal injury and/or property damage upon arriving at the facility. Users must not use the facility if they discover an unsafe condition, and they must report all unsafe conditions to the Selectmen's Office immediately.

2. 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 in accordance with the Town's Insurance Requirements.
3. The Town of Lee reserves the right to close the facility when the weather conditions or other concerns have created hazardous field conditions. The Town of Lee, at any time, at its discretion reserves the right to change, or amend the foregoing regulations or withdraw any group, organization or person the privilege of using Park facilities within its discretion.
4. Little River Park is a "Carry-in, Carry-Out" facility. All trash shall be removed and properly disposed of by Park users. Glass containers are prohibited. All users are responsible for removal of their personal property from the park after each use or game. The Town shall not be responsible for any personal property left at the Park.
5. All parking shall occur in designated graveled parking areas and shall not occur on any grassed area. All parking signs shall be followed.
6. All dogs must be on a leash at all times. Dogs and other animals are not allowed on any of the playing fields. Dog owners are responsible for removing their dog's waste from Park grounds.
7. All activities should be stopped as soon as you hear thunder or see lightning, or observe dark threatening clouds developing overhead. All participants should remove themselves to a safe location. According to the National Weather Service, ***the only completely safe action is to quickly get inside a safe building or vehicle.*** You are ***not safe*** anywhere outside. Stay inside until 30 minutes after you hear the last clap of thunder. Do ***not*** shelter under trees.
8. **NO ALCOHOLIC BEVERAGES, PROFANITY, and OBJECTIONABLE LANGUAGE OR DISORDERLY CONDUCT:** Those violating such prohibitions will be ejected from the premises & may have compromised future park use.

IN CONSIDERATION OF PERMISSION GRANTED by the Town of Lee, NH ("Town"), to use the Town's Recreational Fields for the purpose indicated above, I, the undersigned representative of the above group/organization and all its members, hereby and forever defend, discharge, release, indemnify, and hold harmless the Town, its successors and assigns, board members, officers, agents and employees from all claims, damages, liabilities, costs, expenses, and fees (including reasonable attorney fees) for damage to or loss of property, personal injury, including death, and claims for worker's compensation whether or not any of the above arise from the negligence of the Town, that user or user's guests or invitees, may incur arising from our use of the Recreation Field(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's Recreational Fields Usage Agreement. 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.

Applicant Signature: _____

Date: _____

Printed Name: _____

EXHIBIT B

**Town of Lee, NH
INSURANCE REQUIREMENTS**

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations performed for the Town of Lee whether such operation be by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage - \$1,000,000
Per occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage - \$1,000,000
Per occurrence and general aggregate

Coverage requirements can be met with excess policies. Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work for the Town of Lee. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include naming the Town of Lee, New Hampshire as an Additional Insured by Endorsement.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) Town of Lee shall be listed as a Certificate Holder. The Town shall be identified as follows:

Town of Lee
Attn: Town Administrator
7 Mast Rd
Lee, NH 03861

Memo

TO: Select Board
Town of Lee

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

DATE: May 4, 2015

RE: Notice of Intent to Excavate
Tax Map 3 Lot 1

The attached form was received. Applicant has provided bond payment required and as the form appears to be complete, it is recommended that it be approved.

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

FORM
PA-38

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

NOTICE OF INTENT TO EXCAVATE

139

RSA 72-B

YR	TOWN	OP#	E
15	255	03	

For Tax Year April 1, 20 15 to March 31, 20 16

GENERAL INSTRUCTIONS FOR FILING THIS FORM ON REVERSE

PLEASE TYPE OR PRINT

- Town/City of: Lee NH
- Tax Map/Block/Lot #: 3 | 1 | 0
- Name of road from which accessible: 125
- Total Acreage of Lot: 30.5
- Date of permit per RSA 155-E:2: _____
or
- Date of report, if required, per RSA 155-E:2,1,(d): _____
- Permit number per RSA 485-A:17, if any: _____
- Incidental Construction/155-E Exception: Yes No
- Total permitted area (acres): 30.5
- Excavation area (acres) as of April 1: 30.5
- Reclaimed area (acres) as of April 1: 26
- Remaining Cubic Yards of Earth to excavate: 16296
- Type of ownership (check only one):
 - Owner of land
 - Previous owner retaining deeded earth excavation rights
 - Owner of earth or earth excavation rights on public lands (Fed, State, Municipal, etc.) or, removes earth from public lands or right of way.

14 DESCRIPTION OF EARTH TO BE EXCAVATED DURING TAX YEAR

EARTH TYPE	ESTIMATED CUBIC YARDS (CY)
GRAVEL	<u>16296</u>
SAND	
LOAM	
STONE PRODUCTS	
OTHER()	
TOTAL	<u>16296</u>

15 CHECK ONLY THE BOX THAT DESCRIBES THIS INTENT

- ORIGINAL WITH \$100.00 FEE (paid by check payable to State of New Hampshire)
- ORIGINAL WITH NO FEE (excavation of 1000 CY or less)
- SUPPLEMENTAL WITH \$100.00 FEE (exceeding original estimate of 1000 CY or less)
- SUPPLEMENTAL WITH NO FEE (fee previously paid with original intent)

16 We hereby assume responsibility for reporting all earth excavated within 30 days of completion or by the end of the tax year, whichever comes first. (If a Corporation, an Officer must sign.)

A Walter Cherry 4/10/15
SIGNATURE (in ink) OF OWNER (S) DATE SIGNED

Walter Cherry
PRINT OWNER (S) NAME CLEARLY

B _____
SIGNATURE (in ink) OF OWNER (S) DATE SIGNED

PRINT OWNER (S) NAME CLEARLY

56 Exeter Rd
MAILING ADDRESS

Newmarket NH 03857
TOWN OR CITY, STATE AND ZIP CODE

Telephone No. Home: 603, 817-7123

Work: ()

DATE INTENT SENT TO TOWN: 4/10/15

TO BE COMPLETED BY ASSESSING OFFICIALS

Amount of Security Required & Posted
\$ _____

Security Posted (Bond, Certified Check, etc.)
\$ _____

SIGNATURES OF ASSESSING OFFICIALS & DATE

The selectmen/assessing officials hereby acknowledge receipt of the Notice of Intent to Excavate and certify that:

- All owners of record have signed Intent;
- If the land is in Current Use, the land use change tax shall be assessed;
- The form is complete and;
- Any bond required under RSA 72-B:5 has been received.

SIGNATURE (IN INK) DATE

SIGNATURE (IN INK) DATE

SIGNATURE (IN INK) DATE

SIGNATURE (IN INK) DATE

SIGNATURE (IN INK) DATE

FOR DRA USE ONLY

Southeast Gravel Corporation

56 Exeter Road
Newmarket, NH 03857
603-659-7200

TD BANK
Newmarket, NH 03857
54-007/114

1502

4/29/2015

PAY TO THE ORDER OF Town of Lee

\$ **366.00

Three Hundred Sixty-Six and 00/100*****

DOLLARS 

Town of Lee
Tax Collector's Office
7 Mast Road
Lee, NH 03824



4-1-15 to 3-31-16 excavation bond

⑈001502⑈ 

Southeast Gravel Corporation

Town of Lee

4/29/2015

1502

Lot 1 excavation bond	326.00
Lot 4 excavation bond	16.00
Lot 7 excavation bond	24.00

Att: Scott Marsh

BNH - Operating 4-1-15 to 3-31-16 excavation bond 366.00

TOWN OF LEE, NEW HAMPSHIRE

C917

7 Mast Road
Lee, New Hampshire 03861
Telephone 603-659-5414

April 23, 2015

Walter Cheney
56 Exeter Road
Newmarket, NH 03857

RE: Notices of Intent to Excavate – April 1, 2015 to March 31, 2016
Tax Map 3 Lots 1, 4 & 7 – South East Gravel Corp
Tax Map 3 Lots 2 and 8 – Cheney Lee Properties LLC

Dear Mr. Cheney:

I was provided the above referenced applications you submitted. Upon review it was found from the Tax Collector's office that taxes on the above referenced properties were unpaid and as such a bond is required per RSA 72-B:5. Based on the information described on the intents, the individual bond amounts are as follows:

Map 3 Lot 1 - \$326
Map 3 Lot 4 - \$ 16
Map 3 Lot 7 - \$ 24
Map 3 Lot 2 - \$138
Map 3 Lot 8 - \$136

Once the bonds or evidence that the property taxes are paid are provided, processing of the applications will be finalized.

If you have any questions, please free to contact me at the number above.

Sincerely,



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

cc: File

Memo

TO: Select Board
Town of Lee

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

DATE: May 4, 2015

RE: Notice of Intent to Excavate
Tax Map 3 Lot 2

The attached form was received. Applicant has provided bond payment required and as the form appears to be complete, it is recommended that it be approved.

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

NOTICE OF INTENT TO EXCAVATE

YR

TOWN

OP#

15-255-04-E

For Tax Year April 1, 20 15 to March 31, 20 16

GENERAL INSTRUCTIONS FOR FILING THIS FORM ON REVERSE

PLEASE TYPE OR PRINT

- 1 Town/City of: Lee NH
- 2 Tax Map/Block/Lot #: 3 1 2 10
- 3 Name of road from which accessible: 125
- 4 Total Acreage of Lot: 46.7
- 5 Date of permit per RSA 155-E:2: _____
or
- 6 Date of report, if required, per RSA 155-E:2,1,(d): _____
- 7 Permit number per RSA 485-A:17, if any: _____
- 8 Incidental Construction/155-E Exception: Yes No
- 9 Total permitted area (acres): 46.7
- 10 Excavation area (acres) as of April 1: 46.7
- 11 Reclaimed area (acres) as of April 1: 40
- 12 Remaining Cubic Yards of Earth to excavate: 6,900
- 13 Type of ownership (check only one):
 - Owner of land
 - Previous owner retaining deeded earth excavation rights
 - Owner of earth or earth excavation rights on public lands (Fed, State, Municipal, etc.) or, removes earth from public lands or right of way.

14 DESCRIPTION OF EARTH TO BE EXCAVATED DURING TAX YEAR

EARTH TYPE	ESTIMATED CUBIC YARDS (CY)
GRAVEL	<u>6,900</u>
SAND	
LOAM	
STONE PRODUCTS	
OTHER()	
TOTAL	<u>6,900</u>

15 CHECK ONLY THE BOX THAT DESCRIBES THIS INTENT

- ORIGINAL WITH \$100.00 FEE (paid by check payable to State of New Hampshire)
- ORIGINAL WITH NO FEE (excavation of 1000 CY or less)
- SUPPLEMENTAL WITH \$100.00 FEE (exceeding original estimate of 1000 CY or less)
- SUPPLEMENTAL WITH NO FEE (fee previously paid with original intent)

16 We hereby assume responsibility for reporting all earth excavated within 30 days of completion or by the end of the tax year, whichever comes first. (If a Corporation, an Officer must sign.)

[Signature] 4/10/15
SIGNATURE (in ink) OF OWNER (S) DATE SIGNED

Patricia
PRINT OWNER (S) NAME CLEARLY

B
SIGNATURE (in ink) OF OWNER (S) DATE SIGNED

PRINT OWNER (S) NAME CLEARLY
56 Ector Rd

MAILING ADDRESS
Newmarket NH 03857
TOWN OR CITY, STATE AND ZIP CODE

Telephone No. Home: (603) 817-2123
Work: ()

DATE INTENT SENT TO TOWN: 4/10/15

TO BE COMPLETED BY ASSESSING OFFICIALS

Amount of Security Required & Posted
\$ _____

Security Posted (Bond, Certified Check, etc.)
\$ _____

SIGNATURES OF ASSESSING OFFICIALS & DATE

The selectmen/assessing officials hereby acknowledge receipt of the Notice of Intent to Excavate and certify that:

- 1 All owners of record have signed Intent;
- 2 If the land is in Current Use, the land use change tax shall be assessed;
- 3 The form is complete and;
- 4 Any bond required under RSA 72-B:5 has been received.

SIGNATURE (IN INK) DATE

SIGNATURE (IN INK) DATE

SIGNATURE (IN INK) DATE

SIGNATURE (IN INK) DATE

SIGNATURE (IN INK) DATE

FOR DRA USE ONLY

Cheney Lee Properties, LLC

56 Exeter Road
Newmarket, NH 03857
603-659-7200

TD BANK, NATIONAL ASSOCIATION
Newmarket, NH 03857
54-007/114

1190

4/29/2015

PAY TO THE ORDER OF Town of Lee

\$ **274.00

Two Hundred Seventy-Four and 00/100*****

DOLLARS

▲ TAMPER RESISTANT TONER AREA ▲



Town of Lee
Tax Collector's Office
7 Mast Road
Lee, NH 03824



MEMO 4-1-15 to 3-31-16 excavation bond

[Handwritten Signature]

⑈00 1 190⑈



Cheney Lee Properties, LLC

Town of Lee

1190

4/29/2015

Lot 2 excavation bond
Lot 8 excavation bond

138.00
136.00

Att: Scott Marsh

BNH - Operating

4-1-15 to 3-31-16 excavation bond

274.00

© 2011 INTUIT INC. # 1872 1-800-438-8819

Details on Back
Intuit® CheckLock™ Secure Check

Memo

TO: Select Board
Town of Lee

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

DATE: May 4, 2015

RE: Notice of Intent to Excavate
Tax Map 3 Lot 4

The attached form was received. Applicant has provided bond payment required and as the form appears to be complete, it is recommended that it be approved.

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

NOTICE OF INTENT TO EXCAVATE

YR

TOWN

OP#

15-255-05-E

For Tax Year April 1, 20 15 to March 31, 20 16

GENERAL INSTRUCTIONS FOR FILING THIS FORM ON REVERSE

PLEASE TYPE OR PRINT

- 1 Town/City of: Lee NH
- 2 Tax Map/Block/Lot #: 3 | 4 | 0
- 3 Name of road from which accessible: 125
- 4 Total Acreage of Lot: 6.4
- 5 Date of permit per RSA 155-E:2: _____
or
- 6 Date of report, if required, per RSA 155-E:2,1,(d): _____
- 7 Permit number per RSA 485-A:17, if any: _____
- 8 Incidental Construction/155-E Exception: Yes No
- 9 Total permitted area (acres): 6.4
- 10 Excavation area (acres) as of April 1: 1
- 11 Reclaimed area (acres) as of April 1: 5.4
- 12 Remaining Cubic Yards of Earth to excavate: 800
- 13 Type of ownership (check only one):
 - Owner of land
 - Previous owner retaining deeded earth excavation rights
 - Owner of earth or earth excavation rights on public lands (Fed, State, Municipal, etc.) or, removes earth from public lands or right of way.

14 DESCRIPTION OF EARTH TO BE EXCAVATED DURING TAX YEAR

EARTH TYPE	ESTIMATED CUBIC YARDS (CY)
GRAVEL	
SAND	800
LOAM	
STONE PRODUCTS	
OTHER()	
TOTAL	800

15 CHECK ONLY THE BOX THAT DESCRIBES THIS INTENT

- ORIGINAL WITH \$100.00 FEE (paid by check payable to State of New Hampshire)
- ORIGINAL WITH NO FEE (excavation of 1000 CY or less)
- SUPPLEMENTAL WITH \$100.00 FEE (exceeding original estimate of 1000 CY or less)
- SUPPLEMENTAL WITH NO FEE (fee previously paid with original intent)

16 We hereby assume responsibility for reporting all earth excavated within 30 days of completion or by the end of the tax year, whichever comes first. (If a Corporation, an Officer must sign.)

[Signature] 4/10/15
SIGNATURE (in ink) OF OWNER (S) DATE SIGNED

Walter Cheney
PRINT OWNER (S) NAME CLEARLY

B
SIGNATURE (in ink) OF OWNER (S) DATE SIGNED

56 Exeter Rd.
PRINT OWNER (S) NAME CLEARLY MAILING ADDRESS

Newmarket NH 03857
TOWN OR CITY, STATE AND ZIP CODE

Telephone No. Home: (603) 817-7233
Work: ()

DATE INTENT SENT TO TOWN: 4/10/15

TO BE COMPLETED BY ASSESSING OFFICIALS

Amount of Security Required & Posted \$ _____

Security Posted (Bond, Certified Check, etc.) \$ _____

SIGNATURES OF ASSESSING OFFICIALS & DATE

The selectmen/assessing officials hereby acknowledge receipt of the Notice of Intent to Excavate and certify that:

- 1 All owners of record have signed Intent;
- 2 If the land is in Current Use, the land use change tax shall be assessed;
- 3 The form is complete and;
- 4 Any bond required under RSA 72-B:5 has been received.

SIGNATURE (IN INK) DATE

SIGNATURE (IN INK) DATE

SIGNATURE (IN INK) DATE

SIGNATURE (IN INK) DATE

SIGNATURE (IN INK) DATE

FOR DRA USE ONLY

Southeast Gravel Corporation

56 Exeter Road
Newmarket, NH 03857
603-659-7200

TD BANK
Newmarket, NH 03857
54-007/114

1502

4/29/2015

PAY TO THE ORDER OF Town of Lee

\$ **366.00

Three Hundred Sixty-Six and 00/100*****

DOLLARS 

Town of Lee
Tax Collector's Office
7 Mast Road
Lee, NH 03824



MEMO 4-1-15 to 3-31-16 excavation bond

⑈001502⑈



Southeast Gravel Corporation

Town of Lee

4/29/2015

1502

Lot 1 excavation bond	326.00
Lot 4 excavation bond	16.00
Lot 7 excavation bond	24.00

Att: Scott Marsh

BNH - Operating	4-1-15 to 3-31-16 excavation bond	366.00
-----------------	-----------------------------------	--------

Memo

TO: Select Board
Town of Lee

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

DATE: May 4, 2015

RE: Notice of Intent to Excavate
Tax Map 3 Lot 7

The attached form was received. Applicant has provided bond payment required and as the form appears to be complete, it is recommended that it be approved.

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

NOTICE OF INTENT TO EXCAVATE

YR TOWN OP#

15-255-06-E

For Tax Year April 1, 20 15 to March 31, 20 16

GENERAL INSTRUCTIONS FOR FILING THIS FORM ON REVERSE

PLEASE TYPE OR PRINT

- 1 Town/City of: Lee NH
- 2 Tax Map/Block/Lot #: 3 | 2 | 10
- 3 Name of road from which accessible: 125
- 4 Total Acreage of Lot: 10
- 5 Date of permit per RSA 155-E:2: _____
or
- 6 Date of report, if required, per RSA 155-E:2,1,(d): _____
- 7 Permit number per RSA 485-A:17, if any: _____
- 8 Incidental Construction/155-E Exception: Yes No
- 9 Total permitted area (acres): 10
- 10 Excavation area (acres) as of April 1: 8.5
- 11 Reclaimed area (acres) as of April 1: 8.5
- 12 Remaining Cubic Yards of Earth to excavate: 1200
- 13 Type of ownership (check only one):
 - Owner of land
 - Previous owner retaining deeded earth excavation rights
 - Owner of earth or earth excavation rights on public lands (Fed, State, Municipal, etc.) or, removes earth from public lands or right of way.

14 DESCRIPTION OF EARTH TO BE EXCAVATED DURING TAX YEAR

EARTH TYPE	ESTIMATED CUBIC YARDS (CY)
GRAVEL	
SAND	1200
LOAM	
STONE PRODUCTS	
OTHER()	
TOTAL	1200

15 CHECK ONLY THE BOX THAT DESCRIBES THIS INTENT

- ORIGINAL WITH \$100.00 FEE (paid by check payable to State of New Hampshire)
- ORIGINAL WITH NO FEE (excavation of 1000 CY or less)
- SUPPLEMENTAL WITH \$100.00 FEE (exceeding original estimate of 1000 CY or less)
- SUPPLEMENTAL WITH NO FEE (fee previously paid with original intent)

16 We hereby assume responsibility for reporting all earth excavated within 30 days of completion or by the end of the tax year, whichever comes first. (If a Corporation, an Officer must sign.)

[Signature] 4/10/15
SIGNATURE (in ink) OF OWNER (S) DATE SIGNED

Walter Cherry
PRINT OWNER (S) NAME CLEARLY

[Signature]
SIGNATURE (in ink) OF OWNER (S) DATE SIGNED

PRINT OWNER (S) NAME CLEARLY
56 Exeter Rd.

MAILING ADDRESS
Newmarket NH 03857
TOWN OR CITY, STATE AND ZIP CODE

Telephone No. Home: (603) 817-7123
Work: ()

DATE INTENT SENT TO TOWN: 4/10/15

TO BE COMPLETED BY ASSESSING OFFICIALS

Amount of Security Required & Posted
\$ _____
Security Posted (Bond, Certified Check, etc.)
\$ _____

SIGNATURES OF ASSESSING OFFICIALS & DATE

The selectmen/assessing officials hereby acknowledge receipt of the Notice of Intent to Excavate and certify that:
1 All owners of record have signed Intent;
2 If the land is in Current Use, the land use change tax shall be assessed;
3 The form is complete and;
4 Any bond required under RSA 72-B:5 has been received.

_____ SIGNATURE (IN INK)	_____ DATE
_____ SIGNATURE (IN INK)	_____ DATE
_____ SIGNATURE (IN INK)	_____ DATE
_____ SIGNATURE (IN INK)	_____ DATE
_____ SIGNATURE (IN INK)	_____ DATE

FOR DRA USE ONLY

Southeast Gravel Corporation

56 Exeter Road
Newmarket, NH 03857
603-659-7200

TD BANK
Newmarket, NH 03857
54-007/114

1502

4/29/2015

PAY TO THE ORDER OF Town of Lee

\$ ****366.00**

Three Hundred Sixty-Six and 00/100*****

DOLLARS  Security Ink on back.

Town of Lee
Tax Collector's Office
7 Mast Road
Lee, NH 03824



MEMO 4-1-15 to 3-31-16 excavation bond

⑈001502⑈



Southeast Gravel Corporation

1502

Town of Lee

4/29/2015

Lot 1 excavation bond	326.00
Lot 4 excavation bond	16.00
Lot 7 excavation bond	24.00

Att: Scott Marsh

BNH - Operating 4-1-15 to 3-31-16 excavation bond 366.00

Memo

TO: Select Board
Town of Lee

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

DATE: May 4, 2015

RE: Notice of Intent to Excavate
Tax Map 3 Lot 8

The attached form was received. Applicant has provided bond payment required and as the form appears to be complete, it is recommended that it be approved.

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

NOTICE OF INTENT TO EXCAVATE

YR TOWN OP#

15 - 255 - 07 E

For Tax Year April 1, 20 15 to March 31, 20 16

GENERAL INSTRUCTIONS FOR FILING THIS FORM ON REVERSE

PLEASE TYPE OR PRINT

- 1 Town/City of: Lee NH
- 2 Tax Map/Block/Lot #: 3 | 8 | 10
- 3 Name of road from which accessible: 125
- 4 Total Acreage of Lot: 14.5
- 5 Date of permit per RSA 155-E:2: _____
or
- 6 Date of report, if required, per RSA 155-E:2,l,(d): _____
- 7 Permit number per RSA 485-A:17, if any: _____
- 8 Incidental Construction/155-E Exception: Yes No
- 9 Total permitted area (acres): 14.5
- 10 Excavation area (acres) as of April 1: 14.5
- 11 Reclaimed area (acres) as of April 1: 10
- 12 Remaining Cubic Yards of Earth to excavate: 6880
- 13 Type of ownership (check only one):
 - Owner of land
 - Previous owner retaining deeded earth excavation rights
 - Owner of earth or earth excavation rights on public lands (Fed, State, Municipal, etc.) or, removes earth from public lands or right of way.

14 DESCRIPTION OF EARTH TO BE EXCAVATED DURING TAX YEAR

EARTH TYPE	ESTIMATED CUBIC YARDS (CY)
GRAVEL	<u>6800</u>
SAND	
LOAM	
STONE PRODUCTS	
OTHER()	
TOTAL	<u>6800</u>

15 CHECK ONLY THE BOX THAT DESCRIBES THIS INTENT

- ORIGINAL WITH \$100.00 FEE (paid by check payable to State of New Hampshire)
- ORIGINAL WITH NO FEE (excavation of 1000 CY or less)
- SUPPLEMENTAL WITH \$100.00 FEE (exceeding original estimate of 1000 CY or less)
- SUPPLEMENTAL WITH NO FEE (fee previously paid with original intent)

16 We hereby assume responsibility for reporting all earth excavated within 30 days of completion or by the end of the tax year, whichever comes first. (If a Corporation, an Officer must sign.)

[Signature] 4/10/15
SIGNATURE (in ink) OF OWNER (S) DATE SIGNED

[Signature]
PRINT OWNER (S) NAME CLEARLY

B
SIGNATURE (in ink) OF OWNER (S) DATE SIGNED

PRINT OWNER (S) NAME CLEARLY
36 Baxter Rd.

MAILING ADDRESS
Newmarket NH 03857
TOWN OR CITY, STATE AND ZIP CODE

Telephone No. Home: 603 812 7123
Work: ()

DATE INTENT SENT TO TOWN: 4/10/15

TO BE COMPLETED BY ASSESSING OFFICIALS

Amount of Security Required & Posted
\$ _____

Security Posted (Bond, Certified Check, etc.)
\$ _____

SIGNATURES OF ASSESSING OFFICIALS & DATE

The selectmen/assessing officials hereby acknowledge receipt of the Notice of Intent to Excavate and certify that:

- 1 All owners of record have signed Intent;
- 2 If the land is in Current Use, the land use change tax shall be assessed;
- 3 The form is complete and;
- 4 Any bond required under RSA 72-B:5 has been received.

SIGNATURE (IN INK) DATE

SIGNATURE (IN INK) DATE

SIGNATURE (IN INK) DATE

SIGNATURE (IN INK) DATE

SIGNATURE (IN INK) DATE

FOR DRA USE ONLY

Cheney Lee Properties, LLC
56 Exeter Road
Newmarket, NH 03857
603-659-7200

TD BANK, NATIONAL ASSOCIATION
Newmarket, NH 03857
54-007/114

1190

4/29/2015

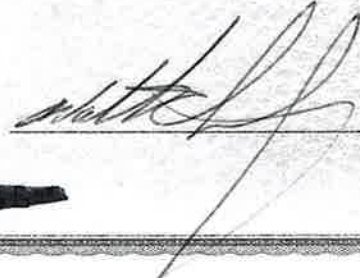
PAY TO THE ORDER OF Town of Lee

\$ **274.00

Two Hundred Seventy-Four and 00/100*****
DOLLARS

Town of Lee
Tax Collector's Office
7 Mast Road
Lee, NH 03824

▲ TAMPER RESISTANT TONER AREA ▲



MEMO 4-1-15 to 3-31-16 excavation bond

⑈00 1 190⑈



Cheney Lee Properties, LLC
Town of Lee

1190

4/29/2015

Lot 2 excavation bond	138.00
Lot 8 excavation bond	136.00

Att: Scott Marsh

BNH - Operating	4-1-15 to 3-31-16 excavation bond	274.00
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© 2011 INTUIT INC. # 1872 1-800-433-8819



Details on Back
Intuit® CheckLock™ Secure Check

**TAX CREDIT/EXEMPTION
APPLICATION RECOMMENDATION**

To: Select Board
Town of Lee

Date: May 4, 2015

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

RE: Elderly Exemption Application
Tax Map 26 Lot 1-800

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

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 <i>Burns</i>	FIRST NAME <i>Stephanie</i>	INITIAL <i>L</i>	
	PROPERTY OWNER'S LAST NAME	FIRST NAME	INITIAL	
	MAILING ADDRESS <i>72 Campground Road</i>		STATE <i>NH</i>	ZIP CODE <i>03861</i>
	CITY/TOWN	STATE	ZIP CODE	
	CITY/TOWN TAX MAP # <i>0000 26 00001 000800</i>	BLOCK #	LOT #	
ADDRESS OF PROPERTY <i>72 Campground Rd Lee NH 03861</i>				
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 <i>5-22-48</i> 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.			
	12 <input checked="" type="checkbox"/> Disabled Exemption <i>100% Disabled</i>	<input type="checkbox"/> Solar Energy Systems Exemption	<input checked="" type="checkbox"/> Woodheating Energy Systems Exemption	
	<input type="checkbox"/> Blind Exemption	<input type="checkbox"/> Wind-Powered Energy Systems Exemption		
	<input type="checkbox"/> Deaf 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 checked="" type="checkbox"/> NH Resident for Five Consecutive Years preceding April 1st in the year the exemption is claimed (Disabled & Deaf Exemptions)			
	<input checked="" 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 <i>Stephanie L Burns</i>		DATE <i>4-15-15</i>	
	SIGNATURE (IN INK) OF PROPERTY OWNER <i>Stephanie L Burns</i>		DATE <i>4-15-15</i>	
WHEN TO FILE	<p>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 off your 2008 property taxes, which are due no earlier than December 1, 2008, then you have until April 15th, 2008 to file this form. The assessing officials have until July 1st. to send notice of their decision. Failure of the assessing officials to respond shall constitute a denial of the application.</p> <p>A late response or a failure to respond by assessing officials does not extend the appeal period.</p> <p>Date of filing is when the completed application form is either hand delivered to the city/town, postmarked by the post office, or receipted by an overnight delivery service.</p>			
APPEAL PROCE- DURE	<p>If an application for a property tax exemption or tax credit is denied by the town/city, an applicant may appeal in writing on or before September 1st following the date of notice of tax under RSA 72:1-d to the New Hampshire Board of Tax and Land Appeals (BTLA) or to the Superior Court. Example: If you were denied an exemption from your 2008 property taxes, you have until September 1, 2009, to appeal.</p> <p>Forms for appealing to the BTLA may be obtained from the NH BTLA, 107 Pleasant Street, Concord, NH 03301, their web site at www.nh.gov/btla or by calling (603) 271-2578. Be sure to specify EXEMPTION APPEAL.</p>			

PROPERTY OWNER'S NAME

PROPERTY OWNER'S NAME

TAX MAP/BLOCK/LOT

26-1-800

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 Burns	FIRST NAME Stephanie	INITIAL L
	PROPERTY OWNER'S LAST NAME	FIRST NAME	INITIAL
	MAILING ADDRESS 72 Campground Road		STATE NH
	CITY/TOWN	ZIP CODE 03861	
	CITY/TOWN TAX MAP # 0000 26 000001 000800	BLOCK #	LOT #
ADDRESS OF PROPERTY 72 Campground Rd Lee NH 03861			
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	
	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 5-22-48 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.		
	12 <input checked="" type="checkbox"/> Disabled Exemption 100% Disabled	<input type="checkbox"/> Solar Energy Systems Exemption	
<input type="checkbox"/> Blind Exemption		<input checked="" 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 checked="" type="checkbox"/> NH Resident for Five Consecutive Years preceding April 1st in the year the exemption is claimed (Disabled & Deaf Exemptions)		
	<input checked="" 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 Stephanie L Burns		DATE 4-15-15
	SIGNATURE (IN INK) OF PROPERTY OWNER Stephanie L Burns		DATE 4-15-15
WHEN TO FILE	<p>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 off your 2008 property taxes, which are due no earlier than December 1, 2008, then you have until April 15th, 2008 to file this form. The assessing officials have until July 1st, to send notice of their decision. Failure of the assessing officials to respond shall constitute a denial of the application.</p> <p>A late response or a failure to respond by assessing officials does not extend the appeal period.</p> <p>Date of filing is when the completed application form is either hand delivered to the city/town, postmarked by the post office, or receipted by an overnight delivery service.</p>		
APPEAL PROCE- DURE	<p>If an application for a property tax exemption or tax credit is denied by the town/city, an applicant may appeal in writing on or before September 1st following the date of notice of tax under RSA 72:1-d to the New Hampshire Board of Tax and Land Appeals (BTLA) or to the Superior Court. Example: If you were denied an exemption from your 2008 property taxes, you have until September 1, 2009, to appeal.</p> <p>Forms for appealing to the BTLA may be obtained from the NH BTLA, 107 Pleasant Street, Concord, NH 03301, their web site at www.nh.gov/btla or by calling (603) 271-2578. Be sure to specify EXEMPTION APPEAL.</p>		

PROPERTY OWNER'S NAME

PROPERTY OWNER'S NAME

TAX MAP/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			Granted	Denied	Date
CITY/TOWN TAX MAP # <u>LEE 0000 24</u>	BLOCK # <u>00000</u>	LOT #			
<input type="checkbox"/> Veterans' Tax Credit (\$50 minimum to \$500)	Amount \$	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> Service Connected Total & Permanent Disability (\$700 minimum to \$2000)	Amount \$	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> Surviving Spouse/CU Partner of Veteran Who Was Killed or Who Died on Active Duty (\$700 minimum to \$2000)	Amount \$	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/> Review Discharge Papers (Form DD214), Form # _____					
<input type="checkbox"/> Other Information _____					

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

APPLICABLE ELDERLY AND DISABLED EXEMPTION (OPTIONAL) INCOME AND ASSET LIMITS				
Income Limits	Disabled Exemption	Elderly Exemption	Elderly Exemption Per Age Category	
Single	\$ <u>899/mo</u>	\$ _____	65 - 74 years of age	\$ _____
Married	\$ <u>10788.00/yr</u>	\$ _____	75 - 79 years of age	\$ _____
			80 + years of age	\$ _____
Asset Limits				
Single	\$ _____	\$ _____		
Married	\$ _____	\$ _____		

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

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

- The following documentation may be requested at the time of application in accordance with RSA 72:34, II:
- List of assets, value of each asset, net encumbrance and net value of each asset.
 - * Statement of applicant and spouse's/CU partner's income.
 - * Federal Income Tax Form.
 - * State Interest and Dividends Tax Form.
 - * Property Tax Inventory Form filed in any other town.
- * Documents are considered confidential and are returned to the applicant at the time a decision is made on the application.

Municipal Notes

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

Memo

To: Select Board
Town of Lee

From: Scott P. Marsh, CNHA
Municipal Resources, Inc.

Date: May 4, 2015

RE: Charitable Exemption Application

Attached is application for charitable exemption that is required to be filed annually. Application has been previously granted and there have been no changes. Application appears to be in order and as such it is recommended that the application be approved for the 2015 tax year.

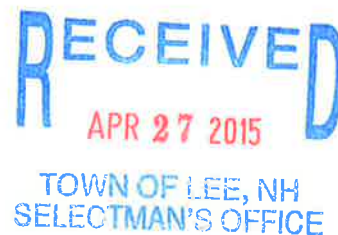
Exemption Granted

Exemption Denied

Dated _____

The State of New Hampshire

List of Real Estate on which Exemption is Claimed



Pursuant to RSA 72:23-c

This form must be completed and filed annually on or before April 15. The ORIGINAL list must be filed with the selectmen (assessors) of the municipality in which such real estate property is taxable. A DUPLICATE copy should be retained by the applicant. Failure to file this list may result in denial of the exemption.

This is to certify that the information contained in the following responses is true and correct to the best of my knowledge and belief and that I am duly authorized to sign on behalf of the applicant organization.

Date: 4/25/2015 Signed by: Bethy Brady treas
NAME & TITLE

1. Name of applicant organization: Jeremiah-Smith Grange #161
(OWNER OF PROPERTY OR PRINCIPAL OCCUPANT - CIRCLE ONE OR BOTH)

2. Mailing address and telephone number: c/o Bethy BRADY, 246 Wadleigh Falls Rd, Lee, NH 03861, 659-5852

3. In what municipality is this exemption claimed? Lee, NH

4. Under which section is applicant requesting exemption: (An organization may not claim multiple exemptions under separate provisions of RSA 72:23)

RSA 72:23, III (religious) RSA 72:23, IV (educational) RSA 72:23, V (charitable)
(Form A-12 must also be filed, if applicant is requesting exemption as a charitable organization.)

5. Is the applicant organization organized or incorporated in New Hampshire (Yes No)

Does it have a principal place of business in this state (Yes No). If yes, where:
1 Lec Hook Rd, Lee, NH 03861 659-5852 (NO phone or location)

ADDRESS TELPHONE NUMBER

6. State general purpose for which applicant is organized or incorporated: Support of farmers, promote agriculture thru Education + community involvement

7. If applicant is requesting exemption as a charitable organization under RSA 72:23, V:

(a) What service of public good or welfare is provided? support/promote agriculture

(b) Who are the beneficiaries of this service? local agricultural efforts, Lee residents

(c) Is there a charge for this service? yes If yes, explain minimal to offset some utility costs

(d) For what purpose is any income used? heat/electrical costs/insurance prop. + maintenance of building

8. If the applicant is a religious organization, is it a regularly recognized and constituted denomination, creed or sect? _____
If so, give its generally recognized name _____

9. State whether the applicant has been granted exemption from taxation by special act of the legislature since May 7, 1913. yes
If so, give date. Mar 17, 1983

10. Did the municipality where the applicant claims exemption vote prior to April 1, 1958 to grant exemption on property not specifically exempted by Chapter 72 RSA as amended by Chapter 202 of the Laws of 1957? NO
If so, what is the total amount of the exemption voted? _____

11. List real estate and personal property on which exemption is claimed for this municipality and the purpose of which each item is used. Itemize each building or tract of land separately indicating the approximate area or percentage used for exempt purposes. (See example)

Tax Map & Lot No.	Property Description	Primary Use and its extent or duration	Other Use and its extent or duration
28-07-0100	Grange Building + Sheds - 1 Lee Hook Rd + 0.71 Acres	support meeting of Jeremiah Smith Grange + meetings/events of Local Agricultural Organizations	meetings for Local agricultural Organizations - Bee Keepers Ag Comm Stafford City Farm Bureau Baby Showers - short duration

EXAMPLE:

Tax Map & Lot No.	Property Description	Primary Use and its extent or duration	Other Use and its extent or duration
25/6	5 acres of land	Continual support of Smith & Jones bldgs.	
25/6	Smith house	25% science teacher's apt 75% dormitory (18 students)	4-H for 6 wks.
25/6	Jones Bldg.	40% apt. rent to public 50% student assemble room 10% school nurse's office	Rented to town 4-5 times/yr.
35/2	Brown lot-28 acres	Camping and hiking by scouts; 150/yr. for 2 wk. period	Logging

The State of New Hampshire

CHARITABLE ORGANIZATION FINANCIAL STATEMENT

Pursuant to RSA 72:23, VI, every charitable organization or society must file a statement of its financial condition with the municipality in which the property is located. This statement is due annually, before June 1. In compliance with this statute, please complete and return this form with attachments, if necessary, to the municipality.

For Fiscal Year June 30, 2014 to ~~2014~~ ^{ended} July 1, 2015

- In what municipality is this exemption claimed? Lee, NH
- Name of Organization or Society Jeremiah-Smith Grange # 161

3. Name(s) and Address(es) of the Principal Officers:

<u>F. James Brady-master</u>	<u>Betty Brady - Treas</u>
<u>246 Wadleigh Falls Rd</u>	<u>246 Wadleigh Falls Rd</u>
<u>Lee, NH 03861</u>	<u>Lee, NH 03861</u>

- Internal Revenue Service Identification Number: 02-0476315
- Date of Registration or Incorporation with the N.H. Secretary of State:
?

- Attach financial statement or best evidence available of the organization's source of income and expenditures in the preceding fiscal year.
- If the organization or society files INTERNAL REVENUE SERVICE FORM 990, or other similar non-profit informational return, please enclose a copy.

(Treasurer, Signature: Betty Brady-treas
or Principal Officer)

Send Original form and accompanying information to local assessing officials.
A duplicate copy should be retained by Property Owner.

MEMORANDUM

TO: Select Board
Town of Lee

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

DATE: April 27, 2015

RE: Land Use Change Tax
27 Kelsey Road
Tax Map 19 Lot 4-0700

I have attached a land use change tax form and a warrant form for the above referenced property. The subject is a new 1.03-acre vacant parcel which was subdivided from a larger parcel that was enrolled in the current use program. Parcel is being disturbed for the construction of a new home and as such no longer qualifies for enrollment.

The market value estimate listed was based on limited vacant land sales in the area and other market data as well as my experience. The value estimate of \$60,000 as of the date of change is felt to be fair and reasonable estimate. As such it is recommended that the attached forms be signed and a land use change tax bill in the amount of \$6,000 be issued.

If there are any questions or a meeting to discuss this matter is desired, please let me know.

FORM

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

A-5

LAND USE CHANGE TAX

STEP 1 PROPERTY OWNER(S) AND RESPONSIBLE PARTY (if applicable)

PLEASE TYPE OR PRINT	LAST NAME CHINBURG	FIRST NAME DEVELOPMENT	INITIAL
	LAST NAME	FIRST NAME	INITIAL
	RESPONSIBLE PARTY, IF OTHER THAN PROPERTY OWNER [RSA 79-A:7, II(e)]		
	STREET ADDRESS 3 PENSTOCK WAY		
	ADDRESS (continued)		
	TOWN/CITY NEWMARKET	STATE NH	ZIP CODE+4 03857

STEP 2 PROPERTY LOCATION

PLEASE TYPE OR PRINT	STREET 27 KELSEY ROAD				
	TOWN/CITY LEE			COUNTY STRAFFORD	
	NUMBER OF ACRES 1.03	CHECK ONE: PARTIAL RELEASE <input checked="" type="checkbox"/> FULL RELEASE <input type="checkbox"/>		BOOK # 4231	PAGE # 124
	MAP # 19	LOT # 4-700	MAP #	LOT #	LOT #

STEP 3 LOCAL IDENTIFICATION OF LAND BEING DISQUALIFIED

(a) Owners Name of Record When Land Was First Classified LOMINSON, CARL	BOOK # 1052/1743	PAGE # 87/109
(b) Number of Acres Originally Classified	53	
(c) Number of Acres Previously Disqualified	7	
(d) Acres Disqualified per this Assessment	1.03	
(e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)]	44.97	

STEP 4 ASSESSMENT OF LAND USE CHANGE TAX

(a) Narrative description of the disqualification: +	
DISTRUBED FOR NEW HOME	
(b) Actual Date of Change in Use (MM/DD/YYYY)	04/01/2015
(c) Full and True Value at Time of Change in Use	\$ 60,000.00
(d) Land Use Change Tax [Step 4(c) x 10%]	\$ 6,000.00

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
LAND USE CHANGE TAX

STEP 5 SIGNATURES OF A MAJORITY OF SELECTMEN/ASSESSORS

TYPE OR PRINT NAME (in black ink) CAROLE DENNIS	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink) SCOTT BUGBEE	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink) JOHN LACOURSE	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE

STEP 6 LAND USE CHANGE TAX NOTICE (TO BE COMPLETED BY LOCAL ASSESSING OFFICIALS)

PLEASE TYPE OR PRINT	LAST NAME CHINBURG DEVELOPMENT LLC	FIRST NAME	
	ADDRESS 3 PENSTOCK WAY		
	ADDRESS (continued)		
	TOWN/CITY NEWMARKET	STATE NH	ZIP CODE+4 03857
(a) Date of Release (MM/DD/YYYY)			
(b) Date of Bill (MM/DD/YYYY)			
(c) Full and True Value at Time of Change in Use		\$	60,000.00
(d) Total Tax Due		\$	6,000.00

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

(a) Make Check Payable to: TOWN OF LEE			
(b) Mail To:	NAME TOWN OF LEE		
	ADDRESS 7 MAST ROAD		
	TOWN/CITY LEE	STATE NH	ZIP CODE+4 03861
(c) Tax Collector's Office Location: 7 MAST RD, LEE, NH 03861			
(d) Tax Collector's Office Hours: MON 8AM-6PM, WED&FRI 8AM-4PM			
(e) Include a separate check in the amount of \$ _____ Payable to _____ for recording fee at County Register of Deeds.			
(f) Payment of this tax is due no later than 30 days after mailing of this bill. Interest, at the rate of 18% per annum, shall be due if this tax is not paid on or before _____			

STEP 8 ACKNOWLEDGMENT OF PAYMENT

SIGNATURE (in black ink) OF TAX COLLECTOR	DATE PAID
---	-----------

LAND USE CHANGE TAX INSTRUCTIONS

GENERAL INSTRUCTIONS

WHO MUST FILE

Local assessing officials shall complete Form A-5, Land Use Change Tax, to assess the use change tax on current use land where property previously classified as open space land and assessed at current use values on or after April 1, 1974 is changed to a use which does not qualify for current use assessment.

WHAT TO FILE

The Form A-5 shall be prepared by the local assessing officials and an original and two copies shall be submitted to the tax collector for collection of land use change tax. In accordance with Cub 309.03 Form A-5W shall serve as a warrant with which the tax collector shall collect the tax. The tax collector shall ensure that a copy of these instructions are provided to the land owner advising them of their appeal rights.

WHEN TO FILE

Pursuant to RSA 79-A:7, II(d), payment of Land Use Change Tax, together with the recording fees due the Register of Deeds, is due within 30 days after mailing of the tax bill. Interest at a rate of 18% will accrue on any unpaid tax after 30 days.

WHERE TO FILE

Once completed and signed in black ink, this form and attachments shall be filed as follows:

Original:	Register of Deeds
Copy:	Local Assessing Officials
Copy:	Land Owner
Copy:	Local Tax Collector

APEALS

Within 2 months of the notice of the tax date, and not afterwards, a land owner may apply in writing to the Selectmen or Assessors for an abatement of the Land Use Change Tax. If the Selectmen or Assessors neglect or refuse to abate the Land Use Change Tax, any person aggrieved may either apply in writing to the Board of Tax and Land Appeals or petition the County Superior Court within 8 months of the notice of the tax in accordance with RSA 79-A:10 or RSA 79-A:11.

Forms for appealing to the Board of Tax and Land Appeals may be obtained from the NH Board of Tax and Land Appeals, 107 Pleasant Street, Concord, NH 03301 or by calling (603) 271-2578 or by visiting their web site at www.nh.gov/btla. Be sure to specify that you are appealing the Land Use Change tax.

ADA

Individuals who need auxiliary aids for effective communication in programs and services of the department are invited to make their needs and preferences known to the NH Department of Revenue Administration.

NEED HELP?

Contact your local municipality or the Property Appraisal Division at (603) 271-2687.

LINE-BY-LINE INSTRUCTIONS

STEP 1

Enter the complete name(s), address, municipality, state and zip code of the present owner(s) and/or responsible party [if other than owner pursuant to RSA 79-A:7, II(e)], being assessed the Land Use Change Tax in accordance with RSA 79-A:7. If there is more than two owners, submit a supplemental list of all owners names of record.

STEP 2

Enter the property location information of the land being disqualified in the spaces provided. Check whether this is a partial release or a full release.

STEP 3

- (a) Enter name and address of the owners of record when the land was first classified under Current Use, including the Book and Page where it was recorded.
- (b) Enter the number of acres originally classified under RSA 75:1.
- (c) Enter the number of acres previously disqualified from RSA 75:1.
- (d) Enter the number of acres disqualified per this Assessment.
- (e) Enter the number of acres remaining in Land Use Assessment. [Steps 3(b) minus 3(c) and 3(d)].

STEP 4

- (a) Provide a brief narrative description of the property subject to disqualification. (i.e. forest land converted to house lots.)
- (b) Enter the actual date of change in use in the following format: MM/DD/YYYY.
- (c) Enter the full and true value of the disqualified property at the time of the change in use.
- (d) Calculate the Land Use Change Tax by multiplying Step 4(c) by 10%. Enter the result on Step 4(d).

STEP 5

Signatures, in black ink, of a majority of the local selectmen/assessors in the spaces provided indicates approval.

STEP 6

Enter the name and mailing address of the present owners or responsible party responsible for payment of tax.

- (a) Enter the actual date of the change in use. [Same as Step 4(b)].
- (b) Enter the date of the Land Use Change tax notice.
- (c) Enter the Full and True Value of the land subject to Land Use Change as provided in RSA 75:1. [Same as Step 4(d)].
- (d) Enter the Land Use Change Tax Due as calculated on page 1 Step 4(d).

STEP 7

- (a) Enter the municipality to which checks are to be made payable. This should be the municipality in which the disqualified property is located.
- (b) Enter the name of the tax collector and the applicable mailing address to which payments should be remitted.
- (c) Enter the tax collector's office location.
- (d) Enter the hours of operation for the local tax collector.
- (e) Enter the applicable lien release recording fee to be remitted to the County Registry of Deeds and the proper county to which the fee is due.
- (f) Enter the final date the taxpayer has to pay the bill to avoid penalties.

STEP 8

The tax collector must sign and date in black ink to indicate when the tax is paid and then shall remit the original Form A-5 with the recording fee to the County Registry of Deeds.

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
CURRENT USE LAND USE CHANGE TAX COLLECTOR'S WARRANT

TAX COLLECTOR'S WARRANT FOR TOWN/CITY

TOWN/CITY OF LEE		
STREET ADDRESS 7 MAST ROAD		
ADDRESS (continued)		
TOWN/CITY LEE	STATE NH	ZIP CODE+4 03861

COLLECTION OF LAND USE CHANGE TAX

State of New Hampshire, County of STRAFFORD	
To LINDA REINHOLD	Collector of Taxes
for the Town/City of LEE	in said County.
In the name of said State you are directed to collect the LAND USE CHANGE TAX in the list herewith committed to you, amounting in all of the sum of: Interest at 18% will be assessed after 30 days.	\$ 6,000.00
Given under our hands at	
This day of	
OWNER NAME CHINBURG DEVELOPMENT LLC	
OWNER ADDRESS 3 PENSTOCK WAY, NEWMARKET, NH 03857	
MAP 19	LOT 4-0700

SIGNATURES OF A MAJORITY OF SELECTMEN/ASSESSORS

TYPE OR PRINT NAME (in black ink) CAROLE DENNIS	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink) SCOTT BUGBEE	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink) JOHN LACOURSE	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
CURRENT USE LAND USE CHANGE TAX COLLECTOR'S WARRANT
INSTRUCTIONS**GENERAL INSTRUCTIONS****WHO MUST FILE**

Assessing Officials shall complete Form A-5W, Tax Collectors Warrant, to assess the Current Use Land Use Change Tax, as approved by the board, to serve as a warrant with which the tax collector shall collect the tax from the property owner.

WHAT TO FILE

The Form A-5W, Current Use: Land Use Change Tax Collector's Warrant. Assessing officials shall submit Form A-5W, Current Use: Land Use Change Tax Collectors Warrant, as approved by the board, to the Tax collector to serve as a warrant with which the tax collector shall collect the tax.

WHERE TO FILE

Once completed and signed in black ink, this form and attachments shall be filed as follows:

Original and 2 copies: Local Tax Collector

TAX COLLECTORS PROCEDURES

Upon receipt of the land use change tax warrant and the prescribed forms, the tax collector shall mail the duplicate copy of the tax bill to the owner responsible for the tax as the notice thereof. Such bill shall be mailed, at the latest, within 12 months of the date upon which the local assessing officials receive written notice of the change of use from the landowner or his agent, or within 12 months of the date the local assessing officials actually discover that the land use change tax is due and payable. Upon receipt of payment, but except for proceedings under RSA 79-A:7, II(e), the collector shall forward the original tax bill to the register of deeds of the county in which the land is located for the purpose of releasing recorded contingent liens required under RSA 79-A:5, VI. The tax bill shall state clearly whether all, or only a portion, of the land affected by the notice of contingent lien is subject to release. The recording fee charged by the register of deeds shall be paid by the owner of the land in accordance with the fees to which the register of deeds is entitled under RSA 478:17; 478:17-f or 478:17-g, I as applicable.

WHEN DUE

Payment of the land use change tax, together with the recording fees due the register of deeds, shall be due not later than 30 days after mailing of the tax bills for such tax, and interest at the rate of 18 percent per annum shall be due thereafter on any taxes not paid within the 30-day period.

COLLECTION OF UNPAID TAX

All land use change tax assessments levied under this section shall, on the date of the change in use, create a lien upon the land on account of which they are made and against the owner of record of such land or against the responsible party pursuant to RSA 79-A:7, II(e). Furthermore, such liens shall continue for a period of 18 months following the date upon which the local assessing officials receive written notice of the change of use from the landowner or his agent, or the date the local assessing officials actually discover that the land use change tax is due and payable, and such assessment shall be subject to statutory collection proceedings against real estate as prescribed by RSA 80.

ADA

Individuals who need auxiliary aids for effective communication in programs and services of the department are invited to make their needs and preferences known to the NH Department of Revenue Administration.

NEED HELP?

Contact the Property Appraisal Division at (603) 271-2687.

Memo

To: Select Board
Town of Lee

From: Scott P. Marsh, CNHA
Municipal Resources, Inc.

Date: April 27, 2015

RE: Educational Exemption Application

Attached is application for exemption that is required to be filed annually. Application has been previously granted and there have been no changes in usage. Application appears to be in order and as such it is recommended that the application be approved for the 2015 tax year.

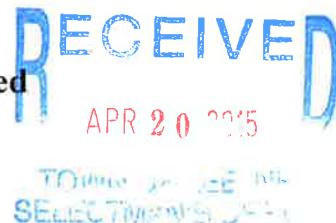
Exemption Granted

Exemption Denied

Dated _____

The State of New Hampshire

List of Real Estate on which Exemption is Claimed



Pursuant to RSA 72:23-c

This form must be completed and filed annually on or before April 15. The ORIGINAL list must be filed with the selectmen (assessors) of the municipality in which such real estate property is taxable. A DUPLICATE copy should be retained by the applicant. Failure to file this list may result in denial of the exemption.

This is to certify that the information contained in the following responses is true and correct to the best of my knowledge and belief and that I am duly authorized to sign on behalf of the applicant organization.

Date: 4/20/15 Signed by: Cellissa Hoyt Executive Director
NAME & TITLE

1. Name of applicant organization: Growing Places Early Education and Youth Recreation
(OWNER OF PROPERTY OR PRINCIPAL OCCUPANT) - CIRCLE ONE OR BOTH

2. Mailing address and telephone number: 56 Pinkham Road, Lee NH 03861
603-868-1335

3. In what municipality is this exemption claimed? Lee

4. Under which section is applicant requesting exemption: (An organization may not claim multiple exemptions under separate provisions of RSA 72:23)

RSA 72:23, III (religious) RSA 72:23, IV (educational) RSA 72:23, V (charitable)

(Form A-12 must also be filed, if applicant is requesting exemption as a charitable organization.)

5. Is the applicant organization organized or incorporated in New Hampshire (Yes No)

Does it have a principal place of business in this state (Yes No). If yes, where:

56 Pinkham Road, Lee, NH 03861 603-868-1335
ADDRESS TELEPHONE NUMBER

6. State general purpose for which applicant is organized or incorporated: childcare for families/parents who go to work or to school; also preschool to help prepare children for public school

7. If applicant is requesting exemption as a charitable organization under RSA 72:23, V:

(a) What service of public good or welfare is provided? childcare so parents can work

(b) Who are the beneficiaries of this service? children and families

(c) Is there a charge for this service? yes If yes, explain child care tuition cost

(d) For what purpose is any income used? to cover the cost of providing care & education

8. If the applicant is a religious organization, is it a regularly recognized and constituted denomination, creed or sect? _____

If so, give its generally recognized name _____

9. State whether the applicant has been granted exemption from taxation by special act of the legislature since May 7, 1913. _____

If so, give date. January 5, 1981

10. Did the municipality where the applicant claims exemption vote prior to April 1, 1958 to grant exemption on property not specifically exempted by Chapter 72 RSA as amended by Chapter 202 of the Laws of 1957? no

If so, what is the total amount of the exemption voted? _____

11. List real estate and personal property on which exemption is claimed for this municipality and the purpose of which each item is used. Itemize each building or tract of land separately indicating the approximate area or percentage used for exempt purposes. (See example)

Tax Map & Lot No.	Property Description	Primary Use and its extent or duration	Other Use and its extent or duration
03/01/02	1.86 acres of land	year round support of infant, toddler, preschool & kindergarten care	
03/01/02	front building	80% child care year round 20% administrative office	
03/01/02	back building	95% child care year round 5% administrative office	

EXAMPLE:

Tax Map & Lot No.	Property Description	Primary Use and its extent or duration	Other Use and its extent or duration
25/6	5 acres of land	Continual support of Smith & Jones bldgs.	
25/6	Smith house	25% science teacher's apt 75% dormitory (18 students)	4-H for 6 wks.
25/6	Jones Bldg.	40% apt. rent to public 50% student assemble room 10% school nurse's office	Rented to town 4-5 times/yr.
35/2	Brown lot-28 acres	Camping and hiking by scouts; 150/yr. for 2 wk. period	Logging

The State of New Hampshire

CHARITABLE ORGANIZATION FINANCIAL STATEMENT

Pursuant to RSA 72:23, VI, every charitable organization or society must file a statement of its financial condition with the municipality in which the property is located. This statement is due annually, before June 1. In compliance with this statute, please complete and return this form with attachments, if necessary, to the municipality.

For Fiscal Year 4/1/15 to 3/31/15

1. In what municipality is this exemption claimed? Lee
2. Name of Organization or Society Growing Places Early Education and Youth Recreation
3. Name(s) and Address(es) of the Principal Officers:
Dassie Ramsay, Board Chair, Sophie Lane, Durham NH
Katheryn Watts, Board Treasurer, 417 Beccaris Dr. Rollingsford
Celissa Hoyt, Executive Director, 56 Pinkham Rd Lee NH NH
4. Internal Revenue Service Identification Number: 02-0333489
5. Date of Registration or Incorporation with the N.H. Secretary of State:
1978
6. Attach financial statement or best evidence available of the organization's source of income and expenditures in the preceding fiscal year.
7. If the organization or society files INTERNAL REVENUE SERVICE FORM 990, or other similar non-profit informational return, please enclose a copy.

(Treasurer, Signature: Celissa Hoyt
or Principal Officer)

Send Original form and accompanying information to local assessing officials.
A duplicate copy should be retained by Property Owner.

Memo

To: Select Board
Town of Lee

From: Scott P. Marsh, CNHA
Municipal Resources, Inc.

Date: April 27, 2015

RE: Religious Exemption Application

Attached is application for religious exemption that is required to be filed annually. Application has previously been granted and there have been no changes. Application appears to be in order and as such it is recommended that the application be approved for the 2015 tax year.

Exemption Granted

Exemption Denied

Dated _____

The State of New Hampshire



List of Real Estate on which Exemption is Claimed

TOWN OF LEE, NH
SELECTMAN'S OFFICE

Pursuant to RSA 72:23-c

This form must be completed and filed annually on or before April 15. The ORIGINAL list must be filed with the selectmen (assessors) of the municipality in which such real estate property is taxable. A DUPLICATE copy should be retained by the applicant. Failure to file this list may result in denial of the exemption.

This is to certify that the information contained in the following responses is true and correct to the best of my knowledge and belief and that I am duly authorized to sign on behalf of the applicant organization.

Date: 4.15.15 Signed by: Howe Hoff - Chair of Trustees
NAME & TITLE

1. Name of applicant organization: Lee Church Congregational, Inc
(OWNER OF PROPERTY OR PRINCIPAL OCCUPANT) CIRCLE ONE OR BOTH

2. Mailing address and telephone number: 17 Mast Rd, Lee, NH, 03861
603-659-8069

3. In what municipality is this exemption claimed? Lee, NH

4. Under which section is applicant requesting exemption: (An organization may not claim multiple exemptions under separate provisions of RSA 72:23)

RSA 72:23, III (religious) RSA 72:23, IV (educational) RSA 72:23, V (charitable)

(Form A-12 must also be filed, if applicant is requesting exemption as a charitable organization.)

5. Is the applicant organization organized or incorporated in New Hampshire (Yes No)

Does it have a principal place of business in this state (Yes No). If yes, where:

17 Mast Rd, Lee, NH, 03861 ADDRESS 603-659-2861 TELEPHONE NUMBER

6. State general purpose for which applicant is organized or incorporated: To Maintain public services for the worship of God, and the teaching of the bible. To promote the interest of the Kingdom of God according to the teaching of Christ.

7. If applicant is requesting exemption as a charitable organization under RSA 72:23, V:

(a) What service of public good or welfare is provided? _____

(b) Who are the beneficiaries of this service? _____

(c) Is there a charge for this service? _____ If yes, explain _____

(d) For what purpose is any income used? _____

8. If the applicant is a religious organization, is it a regularly recognized and constituted denomination, creed or sect? UCC

If so, give its generally recognized name The Lee Church Congregational, United Church of Christ

9. State whether the applicant has been granted exemption from taxation by special act of the legislature since May 7, 1913. Unknown

If so, give date. _____

10. Did the municipality where the applicant claims exemption vote prior to April 1, 1958 to grant exemption on property not specifically exempted by Chapter 72 RSA as amended by Chapter 202 of the Laws of 1957? Unknown

If so, what is the total amount of the exemption voted? _____

11. List real estate and personal property on which exemption is claimed for this municipality and the purpose of which each item is used. Itemize each building or tract of land separately indicating the approximate area or percentage used for exempt purposes. (See example)

Tax Map & Lot No.	Property Description	Primary Use and its extent or duration	Other Use and its extent or duration
11/6	Church Building	Worship	} 100 %
	Parish House	Bible Studies	
	Garage	Youth Activities	
	4 Sheds	Food Pantry	
	12 ± Acres	Boy + Girl Scouts	
		4-H	
		Lee Hill School	
		AA meetings	

EXAMPLE:

Tax Map & Lot No.	Property Description	Primary Use and its extent or duration	Other Use and its extent or duration
25/6	5 acres of land	Continual support of Smith & Jones bldgs.	
25/6	Smith house	25% science teacher's apt	
		75% dormitory (18 students)	4-H for 6 wks.
25/6	Jones Bldg.	40% apt. rent to public	
		50% student assemble room	Rented to town 4-5 times/yr.
		10% school nurse's office	
35/2	Brown lot-28 acres	Camping and hiking by scouts;	
		150/yr. for 2 wk. period	Logging



TOWN OF LEE

DEPARTMENT HEAD LEAVE NOTICE

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

DATE OF REQUEST: 4-29-15 DATE(S) OF LEAVE: JUN. 20, 2015 THRU JUL 27

TOTAL HOURS REQUESTED: 48

TYPE OF LEAVE REQUESTED (check one):

Vacation

Sick

Personal Day

Bereavement

Other _____

Explanation (if necessary): _____

Rocen P. Rice

Print Name

Rocen P. Rice

Signature

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

Approval: _____ Date: _____

Chairman, Board of Selectmen

Denied

Reason: _____



State of New Hampshire Department of Revenue Administration

109 Pleasant Street
PO Box 1313, Concord, NH 03302-1313
Telephone (603) 230-5000
www.revenue.nh.gov



MUNICIPAL AND PROPERTY
DIVISION
Stephan W. Hamilton
Director

John T. Beardmore
Commissioner

Kathryn E. Skouteris
Assistant Commissioner

4/27/2015



David M. Cornell
Assistant Director

TOWN OF LEE
OFFICE OF SELECTMEN
7 MAST ROAD
LEE

NH 03824

Dear Assessing Officials:

Earlier in 2015, you were notified of your town's 2014 sales-assessment weighted mean ratio. Since that time, the Department of Revenue Administration has completed the process of calculating the total equalized values for each municipality and unincorporated places throughout the state pursuant to RSA 21-J:3 XIII.

Two total equalized figures were calculated for each municipality: The "Total Equalized Valuation **Including** Utility Valuation and Railroad Monies Reimbursement" will be used to calculate your municipality's portion of the county tax and cooperative school district taxes, if applicable. The "Total Equalized Value **Not Including** Utility Valuation and Railroad Monies used to calculate each municipality's portion of the state education property tax.

In order to fulfill the requirements of RSA 21-J:3 XIII, adjustments have been made to the modified assessed valuation to bring such valuation to true and market value. Enclosed with this letter are informational sheets that summarize how each of the following figures was calculated.

Town Name: LEE	Including Utility Valuation and Railroad Monies Reimbursement	Not Including Utility Valuation and Railroad Monies Reimbursement
2014 Modified Local Assessed Valuation	426,178,656	419,763,656
+ D.R.A. Inventory Adjustment	15,161,495	15,643,601
= 2014 Equalized Assessed Valuation	441,340,151	435,407,257
+ Equalized Payment in Lieu of Taxes	75,024	75,024
+ Equalized Railroad Tax	0	0
= 2014 Total Equalized Valuation	441,415,175	435,482,281
2014 Equalized Assessed Valuation	441,340,151	
+ Adjustment RSA 31-A (Shared Revenues)	0	
= Base Valuation for Debt Limits	441,340,151	

This letter is official notification of your 2014 Total Equalized Valuation(s). You have the right to appeal these valuations to the N.H. Board of Tax and Land Appeals pursuant to RSA 71-B:5 II. The appeal period is not extended due to any communication, either verbal or written, between the D.R.A. and a municipality regarding the total equalized valuations.

If you have any questions regarding the computation of your total equalized assessed valuation(s), please contact this office at 230-5950.

Sincerely,



Linda C. Kennedy, Manager
Equalization Bureau

TDD Access: Relay NH 1-800-735-2964

Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.

**NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
2014 EQUALIZATION INFORMATION SHEET**

This informational sheet has been provided to explain and summarize the information contained in each municipality's notification of "Total Equalized Valuations," the appeal process, Assessing Standards Board, etc.

The following is a brief explanation of how each municipality's "Total Equalized Valuations" were calculated:

MODIFIED ASSESSED VALUATION: It may be helpful to refer to page 2 of the MS-1 report provided by your municipality to the Department of Revenue Administration in the fall of 2014.

"GROSS LOCAL ASSESSED VALUATION" - Sum of all assessed values in the municipality

- Certain Disabled Veteran's: RSA 72:36-a
- Improvements to Assist Persons who are Deaf: RSA 72:38-b V
- Improvements to Assist Persons with Disabilities Exemption: RSA 72:37-a
- School Dining/Dormitory/Kitchen Exemption: RSA 72:23 IV (\$150,000 max per exemption)
- Water & Air Pollution Control Exemption: RSA 72:12-a

= **"MODIFIED ASSESSED VALUATION"**

- Blind Exemption: RSA 72:37
- Elderly Exemption: RSA 72:39-a & b
- Deaf Exemption: RSA 72:38-b
- Disabled Exemption: RSA 72:37-b
- Wood-Heating Energy System Exemption: RSA 72:70
- Solar Energy System Exemption: RSA 72:62
- Wind Powered Energy System Exemption: RSA 72:66
- Additional School Dining/Dormitory/Kitchen Exemption: RSA 72:23 IV (exemption amount > \$150,000).

= **"NET LOCAL ASSESSED VALUATION"** - The municipal, county, and local school tax rates are computed using the net local assessed valuation.

TAX INCREMENT FINANCE DISTRICTS (TIFS): RSA 162-K:10 III - The retained captured assessed value is added to the modified assessed value and will be equalized for all TIF districts created after 4/29/99. The original assessed value is used to set a municipality's tax rates.

DRA INVENTORY ADJUSTMENT: The sum of the adjustments of the modified local assessed valuation is divided into three categories.

Category 1: The total modified local assessed value of land (excluding land in current use, conservation restriction assessment, discretionary easements, and utilities), buildings and manufactured housing is equalized by the 2014 equalization ratio. This category includes discretionary preservation easements, taxation of farm structures and land under farm structures. The difference between the modified local assessed valuation of land, buildings and manufactured housing and the equalized value equals the DRA adjustment for land, buildings, and manufactured housing.

Category 2: An adjustment for land assessed at current use, conservation restriction assessment, discretionary easements values is made. This adjustment is calculated by dividing the total net local assessed valuation for land in these two categories by the 2013 equalization ratio to obtain the equalized value of current use, conservation restriction assessments and discretionary easements. If a municipality has had a full revaluation or cyclical revaluation as defined by Rev 601.16 and 601.24, a ratio of 100.0 is used.

The difference between the local assessed value of the land and the equalized value equals the DRA adjustment for current use, conservation restriction assessments and discretionary easements.

Category 3: A DRA adjustment for public utilities, as defined by RSA 83-F is made by comparing the market value of the utility as determined by the DRA to the net local assessed value of the utility. The difference between the assessed value and the market value equals the adjustment. The value of public utilities is not added into the "Total Equalized Value Not Including Utility Value or Equalized Railroad Taxes."

EQUALIZED ASSESSED VALUATION: The sum of the "modified local assessed valuation" plus the inventory adjustment. The equalized assessed valuation represents the equalized value of all "taxable" properties in a municipality.

PAYMENT IN LIEU OF TAXES: The equalized value for payments received in lieu of taxes includes State & Federal Forest Land Reimbursements, Recreation Land Reimbursements, Flood Land Reimbursements, and others.

RAILROAD TAX: The equalized value for monies received from the railroad tax. This figure is not included in the "Total Equalized Valuation Not Including Utility Values and Equalized Railroad Taxes."

TOTAL EQUALIZED VALUATIONS INCLUDING UTILITY VALUE AND EQUALIZED RAILROAD TAXES: The sum of the equalized assessed valuation, the equalized value of payments in lieu of taxes and the equalized value of the railroad tax monies.

The Total Equalized Valuation including the value of utilities and equalized value of railroad monies reimbursed to municipalities represents the equalized value of all property in a municipality including utilities and will be used to:

- Apportion county taxes for the 2015 tax year;
- Calculate state reimbursements, and;
- Apportion cooperative school taxes for the 2015 tax year;
- Calculate the state education tax for the 2016 tax year.

TOTAL EQUALIZED VALUATIONS NOT INCLUDING UTILITY VALUE AND EQUALIZED RAILROAD TAXES: The sum of the equalized assessed valuation and the equalized value of payments in lieu of taxes.

The 2014 "total equalized valuation not including utility and equalized value of railroad monies reimbursed to municipalities" will be used to apportion the state education property tax for the tax year 2016. The 2013 total equalized valuation not including utilities and the value of railroad monies reimbursed to municipalities will be used to apportion the state education property tax for the tax year 2015.

ADJUSTMENT RSA 31-A SHARED REVENUES: The equalized value of monies received from the shared revenues distributed pursuant to RSA 31-A. These values are NOT part of the "Total Equalized Valuation" of a municipality (RSA 21-J:3 XIII change eff. 2002). Meals and Rooms Tax revenues distributed to municipalities pursuant to RSA 78-A:26 are not equalized and, therefore, are not included in this amount. *RSA 31-A has been suspended for the biennium ending 6/30/2015 as provided by HB 2, 2013, 144:2) Therefore, no monies were equalized.*

BASE VALUATION FOR DEBT LIMITS - RSA 33:4-b: The sum of the equalized assessed valuation plus the equalized valuation of the shared revenues. The base valuation for debt limits is used to determine a municipality's, school district, or village district's bonding capacity. This figure is provided to municipalities, banks, bonding companies, and other interested parties who request a "Base Valuation for Debt Limit Certificate."

TOTAL EQUALIZED VALUATION: The total equalized valuation for each municipality does not include the equalized value of monies received from shared revenues. The base valuation for debt limit, however, does include the equalized value of monies received from shared revenues.

% PROPORTION TO COUNTY TAX: The percentage of proportion to \$1,000 of tax that is to be allocated to each town within the county comparing each municipality's total equalized value to the total equalized value of the county.

% PROPORTION TO STATE TAX: The percentage of proportion to \$1,000 of tax that is to be allocated to each town within the state by comparing the town's total equalized value to the total equalized value of the state.

LOCAL TAX RATE: The actual tax rate as calculated by the Department of Revenue Administration, Municipal and Property Division. The tax rate includes the municipal, county, local school and state education property tax rates.

EQUALIZATION RATIO: The 2014 equalization ratio as determined by a ratio study conducted by the Department of Revenue Administration's equalization staff. As a rule, the municipality's weighted mean ratio point estimate calculated to a tenth of 1% will be used to adjust the municipality's modified local assessed valuation.

If there were insufficient sales and/or it is determined that the weighted mean does not accurately reflect the level of assessment in a municipality, another ratio may be used.

FULL VALUE TAX RATE: The 2014 gross local property taxes to be raised as reported by the Department of Revenue Administration, Municipal & Property Division, divided by the total equalized valuation including utility values and equalized railroad taxes. This figure represents the estimated tax rate for a municipality if all the taxable property was assessed at 100% and includes the equalized value of properties for which a payment in lieu of property taxes is made.

APPEAL OF TOTAL EQUALIZED VALUATION

Municipalities were sent their 2014 Notification of Total Equalized Valuations on April 30, 2015.

Per RSA 71-B:5, II, any municipality aggrieved by the total equalized valuation as determined by the DRA must appeal to the Board of Tax and Land Appeals in writing **within 30 days of the town's notification** of the municipality's total equalized valuation.

The appeal period is not extended due to any communication, either verbal or written, between the DRA and a municipality regarding the total equalized valuation.

ASSESSING STANDARDS BOARD – RSA 21-J:14-a

The duties of the Assessing Standards Board (ASB) included:

- Review the procedures of the prior year's ratio studies conducted by the Department of Revenue Administration;
- Establish procedures for improving the ratio studies for the forthcoming property tax year;
- Develop standards for equalization; and
- Review, revise and approve the equalization manual published by the Department of Revenue Administration.

MUNICIPAL & PROPERTY DIVISION MONITORING STAFF

The Municipal & Property Division staff plays an active role working with towns on their ratio studies. Some of the services they provide include:

- Training municipal officials to data enter the assessment information electronically
- Reviewing the sales information with municipalities prior to the ratio setting process
- Explaining the meaning and significance of the statistics resulting from the ratio study process

“STATEWIDE EDUCATION PROPERTY TAX” WARRANT - RSA 76:8

Each municipality was sent a “statewide enhanced education tax” warrant for the tax year 2015 before December 15, 2014. The new 2014 total equalized valuation figures do not affect the warrant amounts because they were calculated using the 2013 total equalized values without utilities.

DRA WEBSITE - <http://www.nh.gov/revenue> Subcategories: NH Icon, Municipal & Property Division, Equalization, and choose Tax Year

The following items are available on the DRA website:

- Assessment Report - exemptions & tax credits for each municipality
- Blind Exemption Report
- Coefficient of Dispersion (COD) List
- Comparison of Full Value Tax Rates
- Current Use Report
- Debt Limit
- Elderly Exemption Report – Taxes Lost
- Equalization Survey including Utilities
- Equalization Survey not including Utilities
- Equalization Manual
- Median Ratio List
- Price Related Differential (PRD) List
- Property and Exclusion Codes
- Equalization Ratio List (Weighted Mean)
- Tables by County
- Veteran's Tax Credit Report

The 2014 Equalization Survey and associated reports should be completed and placed on the web by June 15, 2015. We invite you to take the opportunity to browse the website. Please let us know if you have any suggestions for documents you would like put on the website.

THANK YOU

I would like to take this opportunity to thank you for your cooperation with this year's equalization study and to invite you to make suggestions or express concerns regarding the equalization process. Questions regarding the equalization process in general or how specific numbers were calculated; please feel free to contact this office at 230-5950.

STATEMENT OF REMITTANCE

VOUCHER NUMBER	INVOICE NUMBER	DESCRIPTION	CONTACT INFORMATION	DATE	AMOUNT
2556058	[REDACTED]	INTERIM ASST/WELFARE	(603) 271-7786 APSharedServices@nh.gov	04/27/15	2,828.11
<p>Accept unanticipated revenue under NH RSA 31:95-b and RSA 165:1</p>					
				TOTALS:	\$2,828.11

If you have further payment questions, reference the contact information provided next to the line item in question.

INFORMATION MESSAGE

Questions On Your Payment?
Please use the contact information provided above in the fourth column from the left.

State of New Hampshire
Office of State Treasurer
25 Capitol Street - Rm. 121
Concord, NH 03301

State of New Hampshire
Vendor Payments

Bank of America
Concord, NH

05/01/15

2034265

DIRECT DEPOSIT ADVICE
PAY EXACTLY VOID VOID VOID VOID VOID VOID VOID

\$ *****2,828.11

PAY TO THE ORDER OF
TOWN OF LEE
Treasurer
7 Mast Rd
Durham NH 03824
177231

NON-NEGOTIABLE

Memo

To: Julie Glover
Town Administrator
Town of Lee

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

Date: April 27, 2015

RE: Exemption Application
101 Steppingstone Road Tax Map 12 Lot 3-300
Veteran Resort Chapel

Attached is an application for religious exemption and charitable exemption that was filed along with additional information. Please note that the application clearly states that an organization may not claim multiple exemptions under separate provisions of RSA 72:23.

Attached is a copy of RSA 72:23 which is the statute which relates to real estate and personal property tax exemption. Section III states "Houses of public worship, parish houses, church parsonages occupied by their pastors, convents, monasteries, buildings and lands appertaining to them owned, used and occupied directly for religious training or for other religious purposes by any regularly recognized and constituted denomination, creed or sect, organized, incorporated or legally doing business in this state and the personal property used by them for the purposes for which they are established."

Due to the past history of the property, it would be my recommendation that this application be submitted to the Town Attorney for review of application and an opinion regarding qualification.

If there are any further questions, please let me know.

TITLE V TAXATION

CHAPTER 72 PERSONS AND PROPERTY LIABLE TO TAXATION

Property Taxes

Section 72:23

72:23 Real Estate and Personal Property Tax Exemption. – The following real estate and personal property shall, unless otherwise provided by statute, be exempt from taxation:

I. (a) Lands and the buildings and structures thereon and therein and the personal property owned by the state of New Hampshire or by a New Hampshire city, town, school district, or village district unless said real or personal property is used or occupied by other than the state or a city, town, school district, or village district under a lease or other agreement the terms of which provide for the payment of properly assessed real and personal property taxes by the party using or occupying said property. The exemption provided herein shall apply to any and all taxes against lands and the buildings and structures thereon and therein and the personal property owned by the state, cities, towns, school districts, and village districts, which have or may have accrued since March 31, 1975, and to any and all future taxes which, but for the exemption provided herein, would accrue against lands and buildings and structures thereon and therein and the personal property owned by the state, cities, towns, school districts, and village districts.

(b) All leases and other agreements, the terms of which provide for the use or occupation by others of real or personal property owned by the state or a city, town, school district, or village district, entered into after July 1, 1979, shall provide for the payment of properly assessed real and personal property taxes by the party using or occupying said property no later than the due date. This subparagraph shall not apply to leases of state-owned railroad properties which are subject to railroad taxes under the provisions of RSA 82 or which provide revenue to the state, a portion of which is distributed to cities and towns pursuant to RSA 228:69, I(a). All such leases and agreements shall include a provision that "failure of the lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor." All such leases and agreements entered into on or after January 1, 1994, shall clearly state the lessee's obligations regarding the payment of both current and potential real and personal property taxes, and shall also state whether the lessee has an obligation to pay real and personal property taxes on structures or improvements added by the lessee.

(c) If the lessee using or occupying the property fails to pay the duly assessed personal and real estate taxes on the due date, the tax collector of the taxing district involved shall notify the lessor that the same remains unpaid. Upon receipt of said notification from the tax collector, the lessor shall terminate said lease or agreement and pay over to the tax collector from amounts received from said lease such sums as are necessary to satisfy the tax due.

(d) The exemptions provided in subparagraph (a) shall apply to the lands and the buildings and structures thereon and therein and personal property owned by the university system of New Hampshire or the community college system of New Hampshire. The requirements of subparagraph (b) shall apply to all leases and other agreements entered into or renewed on or after April 1, 2006, the terms of which provide for the use or occupation by others of real or personal property owned by the university system of New Hampshire or the community college system of New Hampshire. The remedies set forth in subparagraph (c) shall be available to enforce the payment of real and personal property taxes assessed against the lessees of property owned by the university system of New Hampshire or the community college system of New Hampshire pursuant to this subparagraph.

II. Lands and buildings and personal property owned and used by any county for governmental purposes, including hospitals, court houses, registry buildings, and county correctional facilities except that county farms and their lands, buildings and taxable personal property shall be taxed.

III. Houses of public worship, parish houses, church parsonages occupied by their pastors, convents, monasteries,

buildings and the lands appertaining to them owned, used and occupied directly for religious training or for other religious purposes by any regularly recognized and constituted denomination, creed or sect, organized, incorporated or legally doing business in this state and the personal property used by them for the purposes for which they are established.

IV. The buildings and structures of schools, seminaries of learning, colleges, academies and universities organized, incorporated or legally doing business in this state and owned, used and occupied by them directly for the purposes for which they are established, including but not limited to the dormitories, dining rooms, kitchens, auditoriums, classrooms, infirmaries, administrative and utility rooms and buildings connected therewith, athletic fields and facilities and gymnasiums, boat houses and wharves belonging to them and used in connection therewith, and the land thereto appertaining but not including lands and buildings not used and occupied directly for the purposes for which they are organized or incorporated, and the personal property used by them directly for the purposes for which they are established, provided none of the income or profits are divided among the members or stockholders or used or appropriated for any other purpose than the purpose for which they are organized or established; provided further that if the value of the dormitories, dining rooms and kitchens shall exceed \$150,000, the value thereof in excess of said sum shall be taxable. A town at an annual town meeting or the governing body of a city may vote to increase the amount of the exemption upon dormitories, dining rooms and kitchens.

V. The buildings, lands and personal property of charitable organizations and societies organized, incorporated, or legally doing business in this state, owned, used and occupied by them directly for the purposes for which they are established, provided that none of the income or profits thereof is used for any other purpose than the purpose for which they are established.

V-a. The real estate and personal property owned by any organization described in paragraphs I, II, III, IV or V of this section and occupied and used by another organization described in said paragraphs, but only to the extent that such real estate and personal property would be exempt from taxation under said paragraphs if such property were owned by the organization occupying and using the property, as long as any rental fee and repairs, charged by the owner, are not in clear excess of fair rental value.

VI. Every charitable organization or society, except those religious and educational organizations and societies whose real estate is exempt under the provisions of paragraphs III and IV, shall annually before June 1 file with the municipality in which the property is located upon a form prescribed and provided by the board of tax and land appeals a statement of its financial condition for the preceding fiscal year and such other information as may be necessary to establish its status and eligibility for tax exemption.

VII. For the purposes of this section, the term "charitable" shall have the meaning set forth in RSA 72:23-l.

Source. 1913, 115:1. 1915, 150:1. 1921, 41:1. 1923, 70:1. PL 60:22. 1930, 4:1. 1941, 174:1. RL 73:24. 1945, 141:1. RSA 70:23. 1955, 157:1. 1957, 202:2. 1969, 113:1. 1973, 544:8. 1975, 482:1, 2. 1977, 568:8; 600:83. 1979, 182:1. 1988, 1:2; 89:11. 1991, 111:1; 306:3. 1993, 195:1. 1994, 378:1. 1999, 304:2. 2002, 190:7. 2003, 56:3. 2006, 205:2. 2011, 199:2, eff. Aug. 19, 2011; 224:361, eff. July 1, 2011.

The State of New Hampshire

List of Real Estate on which Exemption is Claimed

Pursuant to RSA 72:23-c



This form must be completed and filed annually on or before April 15. The ORIGINAL list must be filed with the selectmen (assessors) of the municipality in which such real estate property is taxable. A DUPLICATE copy should be retained by the applicant. Failure to file this list may result in denial of the exemption.

I hereby certify that the information contained in the following responses is true and correct to the best of my knowledge and belief and that I am duly authorized to sign on behalf of the applicant organization.

Date: 4/13/15

Signed by: Peter McDonald
NAME & TITLE

Name of applicant organization: Veteran Resort Chapel, Owner
(OWNER OF PROPERTY OR PRINCIPAL OCCUPANT - CIRCLE ONE OR BOTH)

Mailing address and telephone number: 101 Stepping Stone Road, Lee, NH 03861 603-659-6217

In what municipality is this exemption claimed? Lee

Under which section is applicant requesting exemption: (An organization may not claim multiple exemptions under separate provisions of RSA 72:23)

RSA 72:23, III (religious) RSA 72:23, IV (educational) RSA 72:23, V (charitable)

(Form A-12 must also be filed, if applicant is requesting exemption as a charitable organization.)

Is the applicant organization organized or incorporated in New Hampshire (Yes No)

Does it have a principal place of business in this state (Yes No). If yes, where:

same as above Veteran Resort Chapel is a church with charitable mission to help homeless
ADDRESS as military veterans
TELEPHONE NUMBER GOD'S MISSION

State general purpose for which applicant is organized or incorporated: To provide ministry and solitude for homeless veterans in need of assistance with the ultimate goal of reintegrating them into society, if possible.

If applicant is requesting exemption as a charitable organization under RSA 72:23, V:

(a) What service of public good or welfare is provided? See answer to #6

(b) Who are the beneficiaries of this service? Veterans

(c) Is there a charge for this service? no If yes, explain _____

(d) For what purpose is any income used? to further the purposes of the organization

If the applicant is a religious organization, is it a regularly recognized and constituted denomination, creed or sect? yes

If so, give its generally recognized name Church of Gospel Ministry

The State of New Hampshire

CHARITABLE ORGANIZATION FINANCIAL STATEMENT

Pursuant to RSA 72:23, VI, every charitable organization or society must file a statement of its financial condition with the municipality in which the property is located. This statement is due annually, before June 1. In compliance with this statute, please complete and return this form with attachments, if necessary, to the municipality.

For Fiscal Year 1-1-14 to 12-31-14

1. In what municipality is this exemption claimed? Lee
 2. Name of Organization or Society Veteran Resort Chapel
 3. Name(s) and Address(es) of the Principal Officers:
Peter Macdonald, President, 101 Stepping Stone Road, Lee, NH 03861
Veteran Resort-Chapel is a church with God's mission
to be a charity helping Homeless U.S. Military Veterans
 4. Internal Revenue Service Identification Number: 35-2456265 (EID) 31954 (501(C)(3))
 5. Date of Registration or Incorporation with the N.H. Secretary of State:

 6. Attach financial statement or best evidence available of the organization's source of income and expenditures in the preceding fiscal year.
Peter & Agnes use their own money to help Homeless us military Veterans
 7. If the organization or society files INTERNAL REVENUE SERVICE FORM 990, or other similar non-profit informational return, please enclose a copy.
990 will not be done until May 2015
- (Treasurer, Signature: Peter Macdonald minister
or Principal Officer)

Send Original form and accompanying information to local assessing officials.
A duplicate copy should be retained by Property Owner.

RECEIVED
APR 14 2015

Veteran Resort Chapel
101 Stepping Stone Rd
Lee NH 03824 603-781-3839

TOWN OF LEE, NH
SELECTMAN'S OFFICE

Town of Lee NH, Tax Assoser
Selectmen

This letter is concerning the Veteran Resort-Chapel (VRC) located at 101 Stepping Stone Rd Lee NH. The church is a non-profit 501©-3 registered with the Federal US Government ID # 31945. The VRC is also in good standing and registered with the corporation division as a non-profit chapel (Church) ID # 678141. The US internal Revenue Service ID # is 35-2456265 and is registered as a non-profit chapel to help homeless US Military Veterans with preference going to US Military Homeless Combat Veterans. The VRC is a religious non-profit business with the mission from God to help make the USA better by helping Homeless US Military Combat Veterans come home mentally as well as physically if at all possible. 100% of any money raised goes to helping Homeless veterans. We have applied for church tax status in the past and been denied. We once again apply and request (demand) that the tax status back dated to our first application and that all tax money paid by the VRC at 101 Stepping Stone Rd be returned. We also request that you inform Town of Lee employees and others representing the Town of Lee that we are a church (Religious organization) and that no more homeless members of our church will be evicted for what you describe as Town of Lee Zoning regulations. The Constitution is the Supreme Law that protects all citizens and our belief equally even if the Town of Lee does not recognize (our) VRC religion.

I Peter Macdonald found my God in 1972 or 73 during a Convoy as an American Advisor across Laos, Cambodia into the DMZ. We stopped at a friendly village in Cambodia or in the DMZ for the night. Three VC in the middle of the night took me from the Village to their campsite about a click into the bush. The youngest was ordered to walk the perimeter while the other two sat by the fire drank rice wine and hit, burned and laughed at me. With my total amnesia believed this was life was, so I accepted it. A few hours into the darkness the two fell asleep and I freed myself. I killed the VC on guard in hand to hand combat took my M-16 and ran toward the friendly village. A click or so into the way back I heard voices passing by. I wanted to light them up but my M-16 was not locked or loaded. I lay silent as each one passed hoping they would not see me. I looked up into the stars and for the first time that I remember asked God for help. I had total amnesia and the only reference to God I had was what I heard from many different Marine's according to their belief. This is the God that helps me Minister to other US Military Veterans that cannot find their way back and are homeless. I am not asking you to believe in my God. I am asking this committee to recognize this religious entity and allow us to continue our mission of helping homeless US Military Veterans find their way back. 101 Stepping Stone Rd is owned by the VRC and we have a church on the property that is allowed by the Lee Zoning ordinance Article (V) section © accessory use. We totally meet the criteria of all other property owners except for Article (V) section (A) line (4) singles out churches for a site review hearing first, that no other property owners are required to do. I also want to remind the committee of RSA

Page 1 of 1

165:5 telling each town that they are obligated to feed, cloth and house Homeless US Military Combat Veterans as we (VRC) are doing on our own.

President George Washington is quoted "How we treat today's veterans will determine how many of our children will defend our future".

The sheds that we the VRC is asking to build are 8'x16' buildings allowed by the Lee zoning ordinance and no other land owner would have to have site review hearing to build. There is no water or sewer. Each shed will be used as a workshop by our church members, which the VRC refers to as religious reading rooms. All other property owners in Lee are allowed to build workshop sheds on their property without site review approval.

The Church building exists and the church in the building is used every day. The town of Lee tax assessor came last year before denying our church and took many pictures of our chapel. The Lee Building Inspector has inspected the church building and in court the Occupy permit was given. This Church is derived from what we the US Military Combat Veteran learned, saw and lived in hostel enemy territory for which you that never served can understand. With God and Man's help our mission is to help Homeless US Military Veterans have a religious place to find themselves and attempt to come home from combat if at all possible. The VRC is open to the public and its mission is to make the nation USA a safer and better place but our (God's) purpose is to help homeless US Military Veterans with preference to Homeless US Military Combat Veterans with God and Man's help come home.

We the VRC and the Veterans Village NH are asking this board to recognize 101 Stepping Stone Rd properties as church non-profit charity property exempt from Lee Taxes and the continuous harassment and interference from the Lee Town employees and staff. Easter Seals did place a homeless Veteran Mr. Imbresica to the VRC property. Mr. Imbresica was living in his van and then the VRC bought and registered in the VRC name a mobile home for him to live in. The town of Lee used the courts and threat of heavy fines to have Mr. Imbresica evicted. The Veterans Administration did call and ask the VRC to let Mr. Peel live in his registered Winnebago on church property and the Town of Lee threatened and use force to have Mr. Peel evicted. Easter Seals did call and ask the VRC to allow Iraq Combat Veteran (name Dakota) living on the streets in February 2015 but the VRC had to refuse because of the Town of Lee's threats of court action. To Evict Homeless US Military Veterans in the cold of winter to live on the streets is wrong when our church has 11 acres of property that they can stay on. God placed us all on earth so we are asking you to recognize God's house of worship the VRC located at 101 Stepping Stone Rd. Any member of our church has the right to stay and talk to the God of their choice on the VRC property and the Town of Lee must recognize we are a church and as so abide by the Separation of Church and State

Thank You

Peter Macdonald Minister

Peter Macdonald Sgt USMC Semper Fi

Minister

101 Stepping Stone Rd

Lee NH 03824 603-781-3839