

# SELECT BOARD MEETING AGENDA

**DATE:** 6:00pm Tuesday, May 26, 2015

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

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

1. **Call to Order - 6:00 pm**
2. **Public Comment**
3. **Bill Humm, Conservation Commission Chair and Kimberly Foss – Mosquito Trap Proposal**  
*Present a proposal to place a small mosquito trap in the Lee Bog for 1 night a week during the summer and fall at no cost to the Town. The State of NH will analyze the mosquitos for EEE and report only to the Town in which a positive result was found – not a specific location.*
4. **Randy Stevens, Highway Supervisor – Hazardous and/or Dead Tree Removals**  
*Request approval to cut down and remove several dead and/or hazardous trees located on Scenic Town Roads in Lee per RSA 231:158.*
5. **Roger Rice, Transfer Station Manager – 2014 Annual Facility Report**  
*Present and review the DES 2014 Annual Facility Report with the Board.*
6. **Roger Rice, Transfer Station Manager – Update on Waste Management/Lamprey Regional Coop Agreement and discuss other MSW disposal options for the Town of Lee**  
*Present the Board with two quotes for alternate MSW disposal and discuss the Waste Management response to the Lamprey Regional Coop counter offer.*
7. **Julie Glover, Town Administrator – Health Trust Renewal**  
*Present the Health Trust final rates and benefit renewals for the period beginning July 1, 2015.*
8. **Carole Dennis, Select Board Chair – FY16 Budget Discussion**  
*Review FY15 Budget to actual and anticipated left over balance in each Dept. budget; repercussions of continued revenue downshifting at the State level; total anticipated over all Lee tax rate; Anticipated unassigned fund balance; School adequacy funding loss impact-2015 or 2016 budget year; Savings from hiring freeze and pay increase freeze-6 months or 12 months*
9. **Scott Bugbee– Commission and Committee Appointment**  
*Request appointment as Select Board representative to the Heritage Commission per RSA 673:4-a. Request that the Board approve his appointment to the 250<sup>th</sup> Anniversary Committee.*
10. **Julie Glover, Town Administrator – 2015 Tax Warrant**  
*76:10 Selectmen's Lists and Warrant. – I. A list of all property taxes by them assessed shall be made by the selectmen under their hands, with a warrant under their hands and seal. The list shall be directed to the collector of such town, requiring the collector to collect the same, and to pay to the town treasurer such sums and at such times as may be therein prescribed. The selectmen shall assess such taxes to the owner as of April 1, or to the current owner, if known.*
11. **Julie Glover, Town Administrator Report**
  - *Select Board List of Goals*
  - *Draft Select Board Operational/Ethics Policy*
  - *Police Chief's contract amendment*
  - *Veteran's Resort Chapel update – verbal report*
  - *MRI Contract for Assessing Services*
  - *NH Electric Cooperative Election of Directors*
  - *Draft Town Center Committee Charge and applications*
  - *Miscellaneous*

**12. Motion to accept the Consent Agenda as presented:**

**SIGNATURES REQUIRED**

Intent to Cut

**INFORMATION ONLY**

FEMA Flood Map Letter

Donation to Conservation Commission for 4-H Barry Camp Attendee

Donations to Town of Lee for Art Sculpture Base (2 checks)

4<sup>th</sup> Annual Raid Rockingham Bicycle Ride Sunday June 7<sup>th</sup>

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

**13. Motion to accept the Select Board Public Meeting Minutes from April 27<sup>th</sup>, May 4<sup>th</sup> and May 11<sup>th</sup> and Non Public Meeting Minutes from May 11, 2015.**

**14. Motion to accept Manifest #23 and Weeks Payroll Ending May 24, 2015.**

**15. Motion to Enter into Non-Public Session under - RSA 91-A:3 II (c)**

**16. Miscellaneous/Unfinished Business**

**17. Adjournment**

**Posted: Town Hall, Public Safety Complex, Public Library and on [leenh.org](http://leenh.org) on May 22, 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.

Good Afternoon,

Please find enclosed 2015 mosquito surveillance information: **surveillance and collection dates** and **mosquito trap descriptions**.

I will be sending you mosquito collection data every other week during the collection season, a municipal progress report of all activities at the end of every month and a year-end surveillance summary report. **If there are any department e-mail changes or persons wanting this information and are not on the e-mail list;** I would be happy to add them, just send me their names, positions, e-mail addresses.

Our company website is <http://www.swamp-inc.com/> Please visit for pesticide labels, material safety data, arboviral information, contact us link, government websites, mosquito facts and other relevant information. You may also link our site address to your municipalities website.

If you have any questions or concerns, always feel free to contact me.

Thank You!

Kimberly A. Foss  
Director of Biology and Surveillance  
BS Environmental Science



19 Oak Terrace  
Kittery Maine 03904  
O: 603.431.0008  
M: 207.344.8704  
Office e-mail [swampfixer@myfairpoint.net](mailto:swampfixer@myfairpoint.net)  
E-mail [kimberly.foss@comcast.net](mailto:kimberly.foss@comcast.net)

### **MOSQUITO COLLECTION AND TESTING DATES**

Swamp Inc. will start adult mosquito collections in the month of June of 2015. Mosquito populations will be recorded and only collections in June of *Cs. melanura* (primary vector for EEE) will be sent to the Connecticut Agricultural Experimental Station for EEE/WNV testing. We usually receive these results by the end of the 2015 season.

Unless otherwise stated, mosquito testing performed will be separated into two phases for mosquito submissions; phase I (early season) and phase II (mid to end season).

**If your municipality has a scheduled Catch basin Surveillance program, it will be resuming around the 2nd week of May.**

### **The NH State testing criteria for 2015:**

The mosquito season was separated into two phases for mosquito submissions; phase I (early season) and phase II (mid to end season). Note that these criteria have been updated for 2015.

Phase I – July 1 through July 31, 2015 (dates pertain to date of collection):

*Cs. morsitans, Cs. melanura, Cx. pipiens, Cx. restuans, Cx. pipiens/restuans, Oc. canadensis, and Ae. vexans.*

Only these species will be tested. Any batch (group of mosquitoes) size may be submitted, but cannot exceed 50 mosquitoes.

Phase II – August 1 or first NH EEE or WNV detection (whichever comes first) through September 30, 2015:

In addition to the above species, *Ae. cinereus, An. punctipennis, An. walkeri, Cq. perturbans, Cx. salinarius, Oc. japonicus, Oc. triseriatus, Oc. sollicitans, and Ps. ferox, Oc. taeniorhynchus*

will be tested if batch size > 10 mosquitoes (but cannot exceed 50 mosquitoes). Other mosquito pools not meeting the above criteria may be tested on a case by case basis, as resources and time allow.

Please refer to the State of New Hampshire Arboviral (Mosquito-Borne) Illness Surveillance, Prevention and Response Plan for additional information. This plan can be viewed and downloaded at: <http://www.dhhs.nh.gov/dphs/cdcs/arboviral/documents/arboviralresponse.pdf> and is updated every year. The purpose of the plan is to provide guidance on operational aspects of surveillance, prevention and response by the State and local communities to control mosquito-borne disease and encourage proactive preparations.

The NH DHHS informs the media and public of positive tests results, regions of increased disease risk, and other important up-to-date information through its website <http://www.dhhs.nh.gov/dphs/cdcs/arboviral/results.htm>. Information regarding personal protection measures, general background information, and regular updates on surveillance and laboratory analysis is available at this site.

### **MOSQUITO TRAP DESCRIPTIONS**

The mosquito traps we use are pictured and described below...Please inform (copy and paste pictures and descriptions to disseminate info by e-mail if possible) fire, police and public safety regarding these traps so they may assist residents with questions or concerns for their use.



### **Gravid Traps and Resting Boxes**

The bucket contains a mixture of fermented hay and water which has a powerful smell but attractive to mosquitoes. A fan and collection net are set on top of the tray of smelly water. The fan is powered by a small battery. When the mosquitoes are attracted to the water to lay eggs, they pass by the trap opening and are pulled into the collection net. The mosquitoes are removed in the laboratory for examination and analysis.

If you find one in the field **PLEASE DO NOT DISTURB IT**



### **CDC/CO2 Miniature Light Traps**

These traps are commonly suspended from tree limbs that hang above the ground and are powered by a battery. Traps attract mosquitoes by a light bulb and CO<sub>2</sub> that is emitted from the dry ice in a cooler. When the mosquitoes get close to the light they are pulled into the container by a small electric fan where they are captured and collected for analysis.

If you find one in the field  
**PLEASE DO NOT DISTURB IT**






# New Hampshire Department of Health and Human Services

## Division of Public Health Services






### Bureau of Infectious Disease Control

#### Arboviral Risk Categories New Hampshire, October 19, 2012

**Current Arboviral Risk Level**

-  - Remote
-  - Low
-  - Moderate
-  - High
-  - Very High

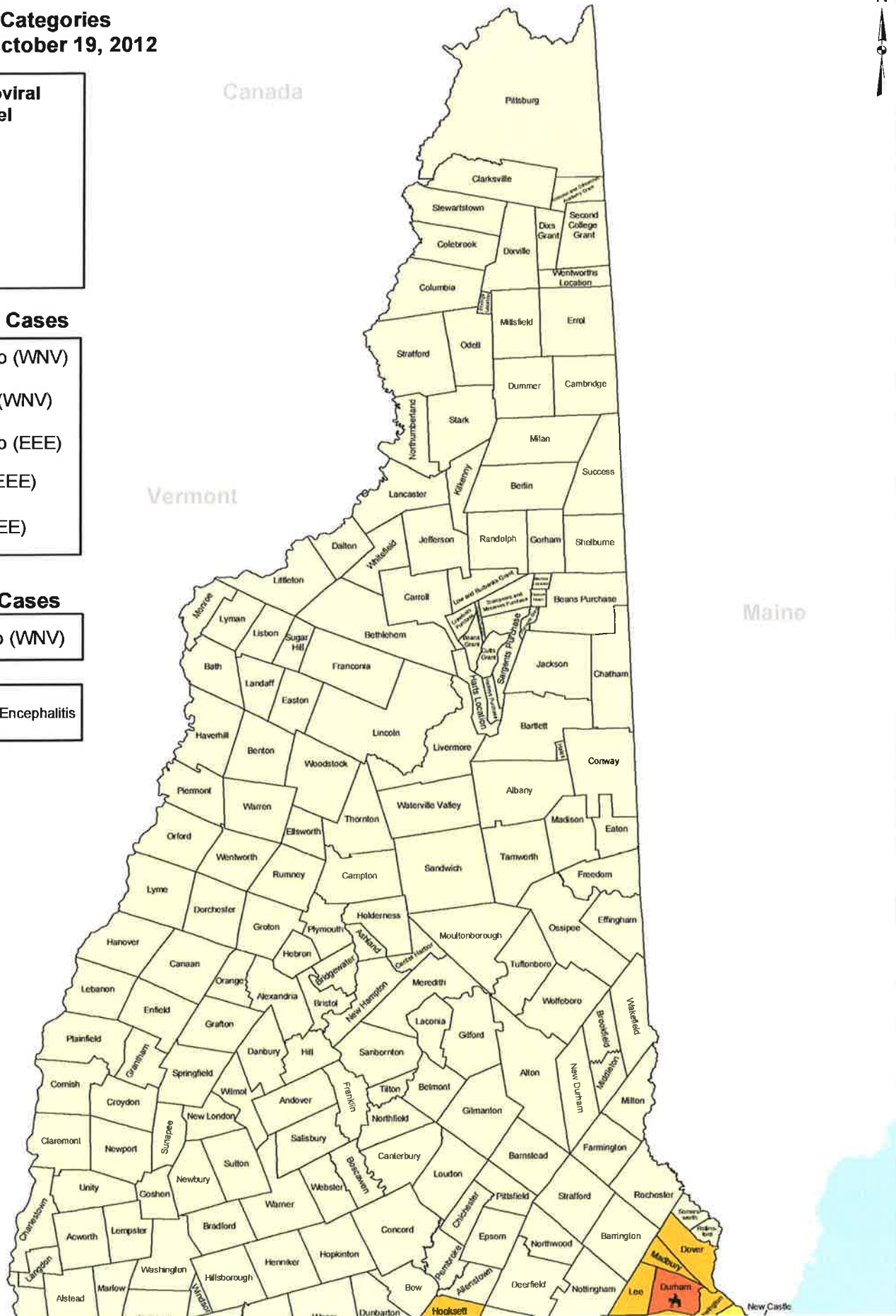
**2012 Positive Cases**

-  - Mosquito (WNV)
-  - Human (WNV)
-  - Mosquito (EEE)
-  - Horse (EEE)
-  - Emu (EEE)

**2011 Positive Cases**

-  - Mosquito (WNV)

**Note:**  
EEE = Eastern Equine Encephalitis  
WNV = West Nile Virus



# New Hampshire Department of Health and Human Services Division of Public Health Services Bureau of Infectious Disease Control

## Arboviral Illness Risk

New Hampshire, October 17, 2014



**Current Arboviral Risk Level**

- Baseline/No Data\*
- Low
- Moderate
- High
- Very High

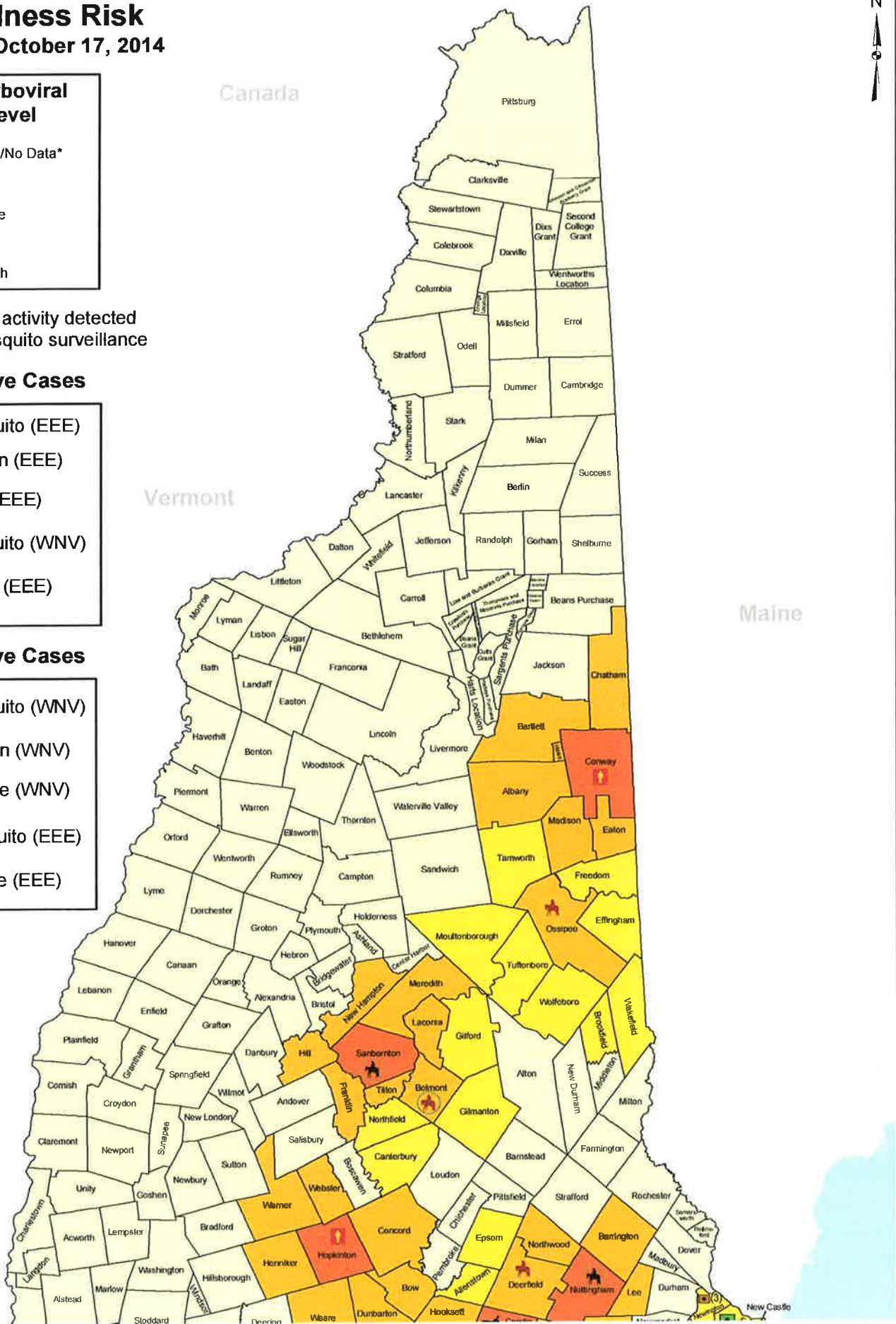
\*Indicates no current activity detected and/or no current mosquito surveillance

### 2014 Positive Cases

- - Mosquito (EEE)
- - Human (EEE)
- - Mule (EEE)
- - Mosquito (WNV)
- - Horse (EEE)

### 2013 Positive Cases

- - Mosquito (WNV)
- - Human (WNV)
- - Horse (WNV)
- - Mosquito (EEE)
- - Horse (EEE)



## Guidelines for Phased Response to Arbovirus Surveillance Data

Risk Category	Probability of Human Illness	Recommended Response for State Agencies and Town Officials	Recommend Response for the Public and Individuals in Affected Areas
1	Baseline /No Data	<ol style="list-style-type: none"> <li>1. Educational efforts directed to the general public on personal protection and source reduction.</li> <li>2. Routine human and veterinary surveillance.</li> <li>3. Assess local ecology for mosquito abundance.</li> <li>4. Consider larval and adult mosquito monitoring with routine collection and testing of mosquitoes.</li> </ol>	<ol style="list-style-type: none"> <li>1. Repair Screens</li> <li>2. Dump standing water weekly</li> <li>3. Wear mosquito repellent when outdoors during peak mosquito hours (from dusk to dawn)</li> <li>4. Wear long sleeves and long pants when outdoors during peak mosquito hours (from dusk to dawn)</li> <li>5. Use mosquito netting on baby carriages and playpens when outdoors</li> </ol>
2	Low	<p>Incorporates previous category response, plus:</p> <ol style="list-style-type: none"> <li>1. Expand community outreach and public education programs focused on risk potential and personal protection, emphasizing source reduction.</li> <li>2. Assess mosquito populations, monitor larval and adult mosquito abundance, submit samples to PHL for virus testing.</li> <li>3. Use larvicides at specific sources identified by entomologic survey and targeted at vector species. If appropriate, consider source reduction techniques. If current year activity includes EEE virus isolates in mosquitoes, may consider adulticiding based on current regional epidemiology and surveillance efforts.</li> <li>4. Enhance human and veterinary surveillance.</li> </ol>	<ol style="list-style-type: none"> <li>6. Arrange neighborhood clean-ups to get rid of mosquito breeding sites</li> <li>7. Be aware of stagnant water on property (e.g., unused swimming pools) and consult local health officer</li> <li>8. Clean roof gutters so that rainwater cannot collect in them.</li> <li>9. Do not attempt to drain or alter natural water bodies such as ponds, marshlands, and wetlands as they are regulated under state law and any alterations may require the approval of state and possibly federal agencies.</li> </ol>
3	Moderate	<p>Incorporates previous category response, plus:</p> <ol style="list-style-type: none"> <li>1. Increase larval control, source reduction, and public education emphasizing personal protection measures.</li> <li>2. Actions to prevent disease may include targeted larviciding, and if current year activity, possibly ground adulticiding targeted at likely bridge vector species.</li> <li>3. Enhance human surveillance and activities to further quantify epizootic activity.</li> </ol>	
4	High	<p>Incorporates previous category response, plus:</p> <ol style="list-style-type: none"> <li>1. Intensify public education on personal protection measures               <ol style="list-style-type: none"> <li>a. Utilize multimedia messages including press releases, local newspaper articles, cable channel interviews, etc.</li> <li>b. Actively seek out high-risk populations (nursing homes, schools, etc.) and educate them on personal protection.</li> <li>c. Issue advisory information on adulticide spraying.</li> </ol> </li> <li>2. Consider intensifying larviciding and/or adulticiding control measures as indicated by surveillance.</li> <li>3. DHHS will confer with local health officials to determine if the risk of disease transmission threatens to cause multiple human cases. If surveillance indicates a continuing risk of human disease and potential for an outbreak, intensified ground-based adult mosquito control may be recommended.</li> </ol>	<p>Incorporates previous category response, plus:</p> <ol style="list-style-type: none"> <li>1. Avoid areas with heavy mosquito activity</li> <li>2. Adjust outdoor activity to avoid peak mosquito hours (from dusk to dawn)</li> </ol>



## Guidelines for Phased Response to Arbovirus Surveillance Data

5	<b>Very High</b>	<p>Incorporates previous category response, plus:</p> <ol style="list-style-type: none"> <li>1. Continued highly intensified public outreach messages through community leaders and the media emphasizing the urgency of personal protection.</li> <li>2. If risk of outbreak is widespread and covers multiple jurisdictions, DHHS will confer with local health officials and Arboviral Illness Task Force members to discuss the use of intensive mosquito control methods. A State of Emergency may be declared pursuant to RSA 21-P:35.</li> </ol> <p>Factors to be considered in making this decision include the cyclical, seasonal and biological conditions needed to present a continuing high risk of EEE human disease.</p> <p>The declaration of an emergency may trigger application of mosquito adulticide. DHHS may define targeted treatment areas for vector control following the declaration of an emergency.</p> <ol style="list-style-type: none"> <li>3. Ground-based adulticide applications may be repeated as necessary to achieve adequate control.</li> </ol>	<p>Incorporates previous category response, plus:</p> <ol style="list-style-type: none"> <li>1. Consider cancelling or rescheduling outdoor gatherings, organized sporting events, etc., during peak mosquito hours</li> </ol>
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**TOWN of LEE**  
7 MAST RD, LEE, NH 03861  
(603) 659-5414

Office Use Only  
Meeting Date: 5/26/15 Click here to enter a date.  
Agenda Item No. 4 Click here to enter number.

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**5/26/2015**

**Agenda Item Title: Hazardous Tree Removals**

**Requested By: Randy Stevens**

**Date: 5/20/2015**

**Contact Information: Randy Stevens [rstevens@leenh.org](mailto:rstevens@leenh.org)**

**Presented By: Randy Stevens, Highway Supervisor**

**Description: Request Board of Selectmen Approval to cut down/remove several dead and/or hazardous trees located on Scenic town roads per RSA 231:158**

**Financial Details: The funding to come from the Highway Department Operating Budget**

**Legal Authority RSA 231:158**

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

**REQUESTED ACTION OR RECOMMENDATIONS:**

**Motion: Move to authorize the Highway Supervisor to cut down/remove several hazardous trees as shown in supplied pictures on several scenic town roads per RSA 231:58**

# TITLE XX

## TRANSPORTATION

### CHAPTER 231

#### CITIES, TOWNS AND VILLAGE DISTRICT HIGHWAYS

#### Scenic Roads

#### Section 231:158

##### **231:158 Effect of Designation as Scenic Roads. –**

I. As used in this subdivision, "tree" means any woody plant which has a circumference of 15 inches or more at a point 4 feet from the ground.

II. Upon a road being designated as a scenic road as provided in RSA 231:157, any repair, maintenance, reconstruction, or paving work done with respect thereto by the state or municipality, or any action taken by any utility or other person acting to erect, install or maintain poles, conduits, cables, wires, pipes or other structures pursuant to RSA 231:159-189 shall not involve the cutting, damage or removal of trees, or the tearing down or destruction of stone walls, or portions thereof, except with the prior written consent of the planning board, or any other official municipal body designated by the meeting to implement the provisions of this subdivision, after a public hearing duly advertised as to time, date, place and purpose, 2 times in a newspaper of general circulation in the area, the last publication to occur at least 7 days prior to such hearing, provided, however, that a road agent or his designee may, without such hearing, but only with the written permission of the selectmen, remove trees or portions of trees which have been declared a public nuisance pursuant to RSA 231:145 and 231:146, when such trees or portions of such trees pose an imminent threat to safety or property, and provided, further, that a public utility when involved in the emergency restoration of service, may without such hearing or permission of the selectmen, perform such work as is necessary for the prompt restoration of utility service which has been interrupted by facility damage and when requested, shall thereafter inform the selectmen of the nature of the emergency and the work performed, in such manner as the selectmen may require.

III. Designation of a road as scenic shall not affect the eligibility of the town to receive construction, maintenance or reconstruction aid pursuant to the provisions of RSA 235 for such road.

IV. Designation of a road as a scenic road shall not affect the rights of any landowner with respect to work on his own property, except to the extent that trees have been acquired by the municipality as shade or ornamental trees pursuant to RSA 231:139-156, and except that RSA 472:6 limits the removal or alteration of boundary markers including stone walls.

V. A town may, as part of a scenic road designation under RSA 231:157 or as an amendment to such designation adopted in the same manner, impose provisions with respect to such road which are different from or in addition to those set forth in this section. Such provisions may include, but are not limited to, decisional criteria for the granting of consent by the planning board or other designated municipal body under paragraph II, or protections for trees smaller than those described in paragraph I, designated for the purpose of establishing regenerative growth along the scenic road.

VI. Any person who violates this section or any local provision adopted under this section shall be guilty of a violation and shall be liable for all damages resulting therefrom.

**Source.** RSA 253:18. 1971, 455:1. 1973, 586:2. 1981, 87:1. 1983, 122:2. 1991, 134:3, 4. 1992, 160:2,



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

Office Use Only

Meeting Date: May 26, 2015

Agenda Item No. 5

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**5/26/2015**

**Agenda Item Title: 2014 Annual Facility Report**

**Requested By: Roger Rice**

**Date: 5/11/2015**

**Contact Information: 603-659-2239**

**Presented By: Roger Rice, Transfer Station Manager**

**Description:** Present and review the 2014 Annual Facility Report. The NH Department of Environmental Services requires that this be completed each year. The Select Board certifies compliance by signing the report.

**Financial Details: N/A**

**Legal Authority** NH RSA 149-M; Env-SW 100-2000

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

**REQUESTED ACTION OR RECOMMENDATIONS:**

Motion: Move to approve the DES 2014 Annual Facility Report as presented.



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

- EMAIL
- FAX
- MAIL

May 4, 2015

Roger Rice  
Lee Transfer Station  
7 Mast Rd  
Lee, NH 03861

**Subject: 2014 Annual Facility Report Discrepancies**

Dear Roger Rice:

The Department of Environmental Services (DES) has received the 2014 Annual Facility Report you submitted for the Lee Transfer Station. In the initial review process, the following discrepancies were identified:

- You did not use the current form. Please resubmit using the enclosed/attached form.
- The report is not complete. Please complete the highlighted item(s) and resubmit the report.
- The report is not signed by an elected or appointed representative of the governing body, meaning the Board of Selectmen or Town Manager. The individual that signs the form must be the same person that certifies compliance. Please correct this and resubmit.
- Page(s) \_\_\_\_\_ was/were not submitted with the report. Please submit the page(s).
- \_\_\_\_\_

Please contact me if you have any questions.

Sincerely,

Douglas Kemp  
Solid Waste Management Bureau  
Phone: (603) 271-2925  
Fax: (603) 271-2456  
E-mail: @des.nh.gov

www.des.nh.gov  
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
(603) 271-2925 • TDD Access: Relay NH 1-800-735-2964





RSA 149-M

# 2014 ANNUAL FACILITY REPORT

## TRANSFER STATIONS and RECYCLING FACILITIES



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

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

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

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

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

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

<input checked="" type="checkbox"/> Operated the entire calendar year.
<input type="checkbox"/> Did not operate in the calendar year.
<input type="checkbox"/> Operated part of the calendar year only. Started operating on ___/___/2014. Stopped operating on ___/___/2014. MM / DD MM / DD

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

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

Facility Name: LEE NH TRANSFER STA

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

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

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



# 2014 ANNUAL FACILITY REPORT



## TRANSFER STATIONS and RECYCLING FACILITIES

Facility Name: LEE NH TRANSFER STA

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

Waste Type	Source of Waste:		Tons Received in 2014*	Destination Facility Name (Name of the Facility that Accepted the Waste)	Destination Facility Location (Location of the Facility that Accepted the Waste)
	Separate tonnages by NH or specify the US state(s) where the waste was from.				
Commercial/Industrial Solid Waste	NH Only		0		
	NH Only				
	NH Only				
	Other State:				
	Other State:				
Construction & Demolition Debris	NH Only		128.21	ERRCD	EPPING, NH
	NH Only				
	NH Only				
	Other State:				
	Other State:				
Residential Solid Waste	NH Only		1009.2	TURNKEY LANDFILL	ROCHESTER, NH
	NH Only				
	NH Only				
	Other State:				
	Other State:				

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



Facility Name: LEE NH TRANSFER STATION

**7. Estimated Quantity of Waste Stored at the Facility, by Type, as of the End of the Calendar Reporting Year (Env-Sw 1105.13(i))**

How much of the following wastes did the facility have onsite on 12/31/14?

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

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

Name	Address	Phone #	Certificate #	Expiration Date
1. RAMPOLPH STEVENS	28 TUTTLE RD, LEE 03861	659-2101	150	8-1-15
2. WARREN HATCH	29 MAIST RD, LEE 03861	234-2538	1470	3-11-16
3. PETER HOYT	280 NO. RIVER RD, LEE 03861	659-7790	2304	4-27-15
4. ROGER RICE	22 GURRITY RD, LEE 03861	659-4766	2964	2-8-16
5. JOHANNA STEVENS	P.O. Box 271 NOTHAMM 03290	397-2152	3274	8-20-15
6. CHIPMAN BELYEA	137A LOWER DEERFIELD RD, NORTHWOOD 03261	608-5332	3465	11-4-15

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

Did the facility conduct environmental monitoring in 2014?  Yes  No (If no, proceed to the next section.)

If yes, was monitoring required by (check all that apply):  Solid Waste Rules  Permit  Voluntary

Results were submitted to DES. If so, to who were the results submitted? \_\_\_\_\_

Please attach a brief summary and assessment of the results. Provide a short paragraph that summarizes the results; please do NOT submit the entire report.

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



# 2014 ANNUAL FACILITY REPORT



## TRANSFER STATIONS and RECYCLING FACILITIES

Facility Name: Lee Transfer Station

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

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

OR

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

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

\_\_\_\_\_  
Signature (Appointed or Authorized Representative)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed/Typed (Name and Title)

### Additional Facility Information

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

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

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

## Overview-- Changes to Existing Solid Waste Rules Effective Date July 1, 2014



The NH Solid Waste Rules, Env-Sw 100 to Env-Sw 2000, are being readopted with amendments, and will become effective on July 1, 2014. Below is a brief overview of the major changes, to help facility owners/operators, municipalities and other interested parties better navigate the rules and understand the changes.

### **I. Permits and Permitting Procedures**

The existing rules in Env-Sw 300 establish the framework of the solid waste facility permit system and the procedures for issuance, denial, modification, suspension and revocation of permits. Effective July 1, 2014, those rules will be readopted with the following key amendments.

#### **1. Filing Provisions for Applications, Registrations, and Reports---**

- Env-Sw 303---Amend the filing procedures to allow electronic submittals and reduce the number of required paper copies.

#### **2. General Permits**—Amend the following rules to establish the framework for a new category of permits known as “General Permits” per RSA 149-M:6,III and RSA 149-M:59 – 60. (The actual sector based permits will be established in future rulemakings.)

- Env-Sw 302.04(f)---Add “General Permits” to the list of available permit types.
- Env-Sw 314.01(b)(6)---Add the General Permit option to the list of circumstances to be considered when determining the applicability of a Standard Permit, as per statute.
- Env-Sw 315.01(e)---State that General Permits are not subject to modification.
- Env-Sw 1101.02(a)(4)---Exempt General Permit facilities from Env-Sw 1100.
- Env-Sw 1401.02(b)(7)---Exempt General Permit facilities from Env-Sw 1400.

#### **3. Permit-by-Notification**---Amend the following rules to simplify and reduce paperwork requirements for obtaining a Permit-by-Notification, applicable to eligible facilities only. (To identify eligible facilities, see Env-Sw 407, Env-Sw 507, Env-Sw 607, and Env-Sw 707.)

- Env-Sw 305.05---Amend the procedures for issuing permits-by-notification, so that the completed application form no longer will serve as the permit.
- Env-Sw 311---Amend the notification/application requirements to:
  - Eliminate the requirement to submit a site plan and, instead, require the applicant to affirm in writing that all siting requirements are met;
  - Add provisions for DES to audit the applicant’s records to verify permit compliance and verify that all siting requirements are in fact met; and
  - Change the procedures for issuing a permit-by-notification, in conformance with the proposed changes in Env-Sw 305.05.

### **II. Facility Design and Operation Requirements**

The existing rules in Env-Sw 400 through Env-Sw 800 and Env-Sw 1000 through Env-Sw 1200 establish facility siting, design, construction, operation, and closure requirements, based on type of facility, duration of operation, and type of permit. Effective July 1, 2014, those rules will be readopted with the following key amendments.

- #### **1. All Facilities**---Amend the requirements in Env-Sw 1100, which apply to facilities with either a Standard Permit or Permit-by-Notification that operate longer than 90 days, as follows:

- Env-Sw 1103.01(b)(3) —Add a comparative risk consideration when uncommon designs are proposed.
- Env-Sw 1105.13—Add a requirement for a compliance certification to be included with the Annual Facility Report for operating facilities and clarify related signature requirements.

**2. New Permit-by-Notification Facilities---**Amend Env-Sw 1203.01(f) to restrict facilities seeking a Permit-by-Notification after the 2014 effective date of the rules from being sited in a location that would violate the provisions of any groundwater management permit issued pursuant to Env-Or 600.

**3. Collection, Storage and Transfer Facilities---**Amend the existing rules in Env-Sw 400, which apply to collection, storage and transfer facilities, as follows.

- Env-Sw 405.03 --- allow putrescible waste to be stored longer than 7 days as long as performance standards are maintained and the provisions are part of an approved operating plan.
- Env-Sw 407.02 --- allow Limited Public Transfer Stations operating under a Permit-by-Notification to compost food waste under that same permit, rather than having to obtain a separate permit for that activity.
- Env-Sw 408.06 --- for permit-exempt Waste-in-Transit Storage Areas, clarify acceptable container requirements, increase the allowable storage capacity from 150 to 300 cubic yards and increase the allowable storage time from 4 to 5 days to reflect current transportation practices.

**4. Incinerators---**Amend the existing rules in Env-Sw 700 applicable to solid waste incinerators as follows:

- Add a new section Env-Sw 705.06, listing the waste types that are prohibited by state statute from being combusted.
- Eliminate obsolete rules in Env-Sw 707.02 that provided a Permit-by-Notification option for operation of certain infectious waste incinerators. (No such facilities exist or are likely to exist, largely due to air quality restrictions through the Clean Air Act.)

**5. Landfills---**Amend the existing rules in Env-Sw 800 applicable to landfills as follows.

- Env-Sw 804.04(d) and Env-Sw 805.11(l) --- establish requirement for a 500 foot vegetated buffer from a landfill footprint to residential property lines at new landfill sites.
- Env-Sw 805.05(h) --- limit the slope of liner geomembranes to 2:1.
- Env-Sw 805.05(j) --- prohibit landfill bottom liner penetrations by appurtenances, such as pipes, in areas where leachate can collect.
- Env-Sw 805.10(p) --- limit the average slope of capping systems to a 2.5:1.
- Env-Sw 805.17, articulate vertical expansion design requirements for landfills, including the need for conforming double liner systems and stability criteria for mechanically-stabilized earth (MSE) berms. (See also new definitions in Env-Sw 100 for the terms “mechanically stabilized earth berm and “vertical expansion.)
- Env-Sw 806.07 --- specify that the landfill permittee must maintain authority for complete operational control of active gas management systems.
- Update the list of wastes in Env-Sw 806.12 that are banned from being landfilled, per statute.

### **III. Financial Assurance**

The existing rules in Env-Sw 1400 specify requirements for solid waste facilities to provide financial assurance. Effective July 1, 2014, those rules and rules in Env-Sw 807 pertaining to financial assurance for landfills will be readopted with the following key amendments.

**1. Applicability and Exemptions**---In Env-Sw 1401.02, specify that the financial assurance requirements do not apply to publicly owned non-Subtitle D landfill facilities, for example, publicly owned transfer stations, recycling facilities, landfills not subject to federal Subtitle D regulations and composting facilities. (Note: This proposed exemption does not apply to publicly owned Subtitle D landfills, which are required to have financial assurance by the federal rules.)

**2. Cost Estimation**---In Env-Sw 1403.02, clarify and change the requirements for calculating the amount of financial assurance as follows.

- Specify that the required amount of financial assurance shall be based on a rolling/continuous 30-year post-closure period until such time as the permittee demonstrates a reduction is warranted based on conditions at the facility. For landfills, see also proposed related amendment to Env-Sw 807.05(c).
- At landfills, include the cost of replacing 20% of the existing active gas collection system at Subtitle D landfills.
- For all landfills and for other facilities with closure cost estimates of \$50,000 or more, include the cost of having a qualified professional oversee all closure activities.

**3. Allowable Mechanisms**---In Env-Sw 1403, amend the existing allowable financial assurance mechanisms to:

- Add a requirement that letters of credit must be issued by institutions in good standing and must include pending bankruptcy notification provisions.
- Limit acceptable insurance policies to being “claims incurred” policies.
- Clarify that standby trust accounts must be established by a financial institution regulated and examined by a federal or NH state agency.
- Allow publicly owned Subtitle D landfills to provide financial assurance through a capital reserve fund and, for those facilities owned and operated by a single municipality, the local government financial test.

**4. Periodic Updates**---For all facilities except Subtitle D landfills, change the frequency of updating financial assurance cost estimates from every year to every three years.

### **IV. Management of Specific Wastes**

**1. Animal Mortalities**---

- Amend Env-Sw 302.03(b) to provide a permit exemption, in emergency situations, for on-site management of animal mortalities under the direction of the state veterinarian.
- Amend the rules in Env-Sw 600 to provide a conditional permit exemption for composting animal mortalities in accordance with Best Management Practices (BMPs) established by the NH Department of Agriculture and amend Env-Sw 1503.10 to recognize use of the resultant compost in accordance with those same BMPs.
- Amend Env-Sw 708.03 to provide a permit exemption for animal crematoriums that incinerate only animal carcasses not classified as infectious waste.

2. **Asbestos** ---Adopt a new rule, Env-Sw 407.06, to establish the option for licensed asbestos abatement contractors to obtain a Permit-by-Notification to establish and operate a Temporary Asbestos Waste Staging Facility under limited conditions. The Asbestos Waste Staging Facility is not for general citizen drop-off and is only for the use of the abatement contractor holding the permit. Amend Env-Sw 1204.03(a) to accommodate the change.
3. **Concrete** ---Repeal the existing obsolete rule in Env-Sw 507.03 that provides a Permit-by-Notification option for operating a concrete processing facility. (Those facilities are already permit exempt per Env-Sw 302.03(b)(9).)
4. **Non-hazardous Contaminated Soils** ---Amend Env-Sw 903, which establishes requirements for managing certain non-hazardous contaminated soils, to make technical changes and update references. (Note: More comprehensive amendments are planned in separate rulemaking.)
5. **Wood Ash**—Amend the rules in Env-Sw 1700, which specify certification, testing, and reporting requirements for land applying wood ash for beneficial agricultural purposes, to:
  - Conditionally exempt from the certification requirements persons who generate 500 or fewer tons per year of wood ash and persons who distribute and use 500 or fewer tons per year of wood ash obtained from exempt generators.
  - Establish certain provisions for wood ash brokers to obtain certification for wood ash they handle on behalf of small generators.
  - Update testing requirements based on historical data.
  - Eliminate obsolete reference and requirement for a Farm Management Plan under the Department of Agriculture and replace it with reference to a site-specific plan.
  - Modify reporting requirements to reduce paperwork.

**V. Operator Training and Certification**---The existing rules in Env-Sw 1600 establish requirements for training and certification of solid waste facility operators. Effective July 1, 2014, DES is readopting those rules by reorganizing the entire chapter for clarity and amending the rules to update the program and eliminate barriers to advancement. The amendments include:

- Replace the existing five levels of certification (four of which are education and experience based and require applicants to pass a written examination) with two primary categories of certification (Assistant Operator, which requires training but no examination, and Principal Operator, which requires training and examination).
- For each category of operator, establish “step” designations that are obtained based on accrued hours of continuing professional development.
- Require all facilities to be managed by a Principal Operator. See also related rule amendments in Env-Sw 1005.06 (Operator Qualifications) and Env-Sw 1005.07 (Facility Staffing).
- Provide a transition from the existing system of levels to the new system.
- Clarify initial application and renewal requirements for certification.
- Update the rules for denial, suspension and revocation of certification to clarify procedures and establish grounds.



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

Office Use Only

Meeting Date: May 26, 2015

Agenda Item No. 6

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**5/26/2015**

**Agenda Item Title: Waste Management Disposal Proposal**

**Requested By: Roger Rice**

**Date: 5/11/2015**

**Contact Information: 603-659-2239**

**Presented By: Roger Rice, Transfer Station Manager**

**Description:** Review the most recent Waste Management contract proposal to the Lamprey Regional Cooperative and determine if it is in the best interest of the Town to approve the contract renewal terms.

**Financial Details: est. \$600,000-700,000 over the length of the ten-year contract (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 22, 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, 2026 – 10 Year Extension. Term subject to early termination should landfill operations at TREE cease on or about 12/31/24.
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	\$68.50
JANUARY 1, 2022	\$70.00
JANUARY 1, 2023	\$71.50
JANUARY 1, 2024	\$73.00
JANUARY 1, 2025	\$74.00
JANUARY 1, 2026	\$75.00



3. WMNH shall issue a check for \$100,000 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.
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.
5. All rates and terms subject to all current participating members continuing their participation and executing a “joinder” agreement acknowledging the revised Waste Disposal Agreement. Any District Member which is not currently participating in this agreement may join at any time during the contract term under the same terms.
6. This offer shall remain valid until July 30, 2015 provided the Lamprey Board of Directors issues a letter of award not later than June 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 July 30, 2015.
7. Lamprey agrees to keep these negotiations confidential and will not enter into any negotiations with other firms while discussions continue.

Thank you for your consideration and we look forward to discussing this with you at your convenience.

Sincerely,

Waste Management  
James Nocella  
Area Manager, Public Sector Solutions

# MSW contracts and prices (MSW – Municipal Solid Waste)

Two quotes of prices by the ton for MSW disposal;

Covanta in Haverhill, MA quoted \$75./Ton and the Wheelabrator incinerator in Penacook quoted \$69./Ton.

We are currently under contract as a signer of the LRC contract with W-M to dispose of our trash in Rochester through December 2016.

I'm expecting a response by Friday from Mike Durfor for the W-M response to our LRC counter offer.

May 21, 2015

Roger Rice, T.S. Mgr.

## Julie Glover

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**From:** Roger Rice  
**Sent:** Thursday, May 21, 2015 12:20 PM  
**To:** Julie Glover  
**Subject:** Re: MSW quotes

W-M charges LRC \$79.50/ ton  
LRC charges members \$81.85/ ton.  
Roger

Sent from my iPhone

On May 21, 2015, at 8:44 AM, Julie Glover <[townadministrator@leenh.org](mailto:townadministrator@leenh.org)> wrote:

Thanks.

Can you please send me what the current tipping fee paid by the LRC to WM is and what we pay the LRC?

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

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

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**From:** Roger Rice  
**Sent:** Thursday, May 21, 2015 8:26 AM  
**To:** Julie Glover  
**Subject:** MSW quotes

Attached



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

Office Use Only

Meeting Date: May 26, 2015

Agenda Item No. 7

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**5/26/2015**

**Agenda Item Title: Health Trust Benefit Renewal**

**Requested By: Julie Glover**

**Date: 5/18/2015**

**Contact Information: 603-659-5414**

**Presented By: Julie Glover, Town Administrator**

**Description: Review the Health Trust final rates and benefit renewals for the period beginning July 1, 2015. Coverage changes can be made with a 60-day notice (ACA requirement.)**

**Financial Details: Est. annual cost to the Town \$500,000, less the \$35,620 “contribution holiday” to be credited in August 2015.**

**Legal Authority NH RSA 41:8**

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

**REQUESTED ACTION OR RECOMMENDATIONS:**

Move to grant the Town Administrator authority to execute the Membership Agreement and “Certificate of Authorizing Resolution” with the Health Trust for medical, dental, short term and long term disability and life insurance benefits for the period beginning July 1, 2015.



April 3, 2015

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

Dear Ms. Glover:

Enclosed are the final rates for the medical benefit renewal for the period July 1, 2015 through June 30, 2016. These rates, developed in consultation with HealthTrust's consulting actuaries and the subject of two public hearings, were approved by the HealthTrust Board of Directors ("HealthTrust Board") on March 27, 2015. Also included, where applicable, are the renewal rates for dental, life, short- and long-term disability coverage, established last fall for the upcoming renewal period.

Medical Rates:

Each rating period, the HealthTrust Board reviews the program rating methodology and approves program rates based on input from their consulting actuaries, Members and staff. This rating process began last October, when the *Guaranteed Maximum Rates* (GMRs) were established. The GMR provides you with rate projection information for budgeting purposes, allowing HealthTrust the opportunity to later "revisit" these rates, utilizing the most current claims and cost data available, to provide you with the most competitive rates possible.

Last October, the overall GMR for the July Pool was a 3.1% increase over current rates. I am pleased to report that the final "revisit" rates adopted by the HealthTrust Board last week result in an overall increase of just 2.4% over current rates. Your specific medical rate change will vary from this overall figure, based in part on your group's claims experience. If you are a group in the "50 and Under Pool" or part of a combined rating unit, your rate change is reflective of the claims experience of that group.

Surplus Return (Medical and Dental):

As previously communicated, HealthTrust will distribute a return of the FY2014 surplus to July groups on August 20, 2015. This surplus return will be in the form of a check unless a *Contribution Holiday* is requested in writing by August 6, 2015. After the distribution date, HealthTrust can provide reports to assist with understanding the enrollment detail utilized to calculate the surplus return.

Per the HealthTrust Bylaws, in order to be eligible for a surplus return for any coverage, a Member Group must be participating in that coverage as of the distribution date.

Medical Rate Exhibit:

The enclosed rate exhibit includes monthly rates for your current medical and prescription plan options. It also includes alternative options you may be interested in considering. Cost-sharing benefit schedules for these options can be provided upon request. This is not meant as an exhaustive list of the options available through HealthTrust, but as a guide to show you what may be available.

Coverage Changes:

Please note that requests for any coverage changes for July 1, 2015 must be communicated to HealthTrust in writing prior to May 29, 2015. Changes in coverage requested after this date, but prior to June 30, 2015, will have an effective date of September 1, 2015. The effective date may depend on the ability to distribute Summary of Benefits and Coverage (SBC) documents within the sixty (60) day advance notice requirement under the Patient Protection and Affordable Care Act (PPACA).

Renewal Deadlines:

Signed renewal transmittal forms must be returned to HealthTrust by June 12, 2015 to renew coverage for July 1, 2015. If you have questions or concerns, please do not hesitate to contact your Benefits Advisor, Peter Chapel, at 800.527.5001.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Bragdon", written in a cursive style.

Peter Bragdon  
Executive Director

Enclosures



Town of Lee  
50 and Under Pool

**Current Benefit Renewal:**

Coverage Type	Contract Type	Employee Count	7/14 Rates	7/15 RV Rates	% Change
JWMC(07)-M\$1	1 Per	1	\$1,116.01	\$1,220.62	9.4%
	2 Per	0	\$2,232.03	\$2,441.25	9.4%
	Family	0	\$3,013.24	\$3,295.68	9.4%
MTB5(07)-R\$3/15M\$1	1 Per	3	\$801.14	\$795.31	-0.7%
	2 Per	7	\$1,602.28	\$1,590.63	-0.7%
	Family	10	\$2,163.07	\$2,147.35	-0.7%
MC3(07)-R\$100M\$1	1 Per	6	\$561.99	\$530.03	-5.7%
<b>Monthly Total</b>		<b>27</b>	<b>\$39,738.03</b>	<b>\$39,394.64</b>	<b>-0.9%</b>

**Benefit Options for Consideration:** HealthTrust has reviewed your current plan offerings and enrollment. Listed below are lower cost alternative plan options for your consideration. Depending on your options, these alternative plans may replace or be added to your current plan offerings. If you are interested in learning more about these plans or other plans offered by HealthTrust, please contact your Benefits Advisor.

Coverage Type	Contract Type	7/15 RV Rates
MTB5(07)-RX10/20/45	1 Per	\$755.57
	2 Per	\$1,511.14
	Family	\$2,040.04
MTB20(07)-RX10/20/45	1 Per	\$713.18
	2 Per	\$1,426.37
	Family	\$1,925.59
MTBSOS20/40/1KDED(07)-RX10/20/45*	1 Per	\$570.23
	2 Per	\$1,140.46
	Family	\$1,539.62
MC3(07)-RX10/20/45	1 Per	\$503.51

\*If employer funds more than 25% of the deductible, this plan will not be available.

# Town of Lee ("Member")

Member hereby elects the following coverage(s):

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## Medical Coverage and Rates

*Traditionally-rated Group*

July 2015 Medical Renewal

The following rates are guaranteed from July 1, 2015 to June 30, 2016

Anniversary Month	July	Pool Placement	Pool
Probationary Period	0M		

Coverage	Single	2-Person	Family
JWMC(07)-M\$1	\$1,220.62	\$2,441.25	\$3,295.68
MTB5(07)-R\$3/15M\$1	\$795.31	\$1,590.63	\$2,147.35
MC3(07)-R\$100M\$1	\$530.03		

*Monthly rates are based on at least 75% participation of eligible employees.  
HealthTrust, Inc. reserves the right to revisit these rates if there is a +/- 10% change in enrollment.*

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### \*PROBATIONARY PERIOD EXCEPTIONS

None

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### SPECIAL NOTES

None



## Dental Coverage and Rates

### July 2015 Dental Renewal

The following rates are guaranteed from July 1, 2015 to June 30, 2016

Anniversary Month     July  
 Probationary Period    0M

Coverage	Single	2-Person	Family
OPTION 3	\$41.28	\$79.38	\$139.22

*Monthly rates are based on at least 75% participation of eligible employees.  
 If there is an employee contribution for dependents, 50% of subscribers with dependents  
 must agree to enroll all of their eligible dependents and keep them enrolled for the term of the contract year*

BENEFIT SCHEDULE							
Coverage	Cov A	Cov B	Cov C	Cov D	Ortho	Ded	BPM
OPTION 3	100%	80%	50%	N/A	N/A	\$25/\$75	\$1,000

**\*PROBATIONARY PERIOD EXCEPTIONS**

None

**SPECIAL NOTES**

None

## Short-term Disability Coverage and Rates

July 2015 STD Renewal

The following rates are guaranteed from July 1, 2015 to June 30, 2016

Anniversary Month     July  
 Carrier ID #             102

### BENEFIT SCHEDULE

Class	Class Name	Prob Period	% of BWE	Max Wkly Benefit	Benefit Duration	Waiting Period	
						Accident	Illness
1	All Eligible Employees	0M	66.67%	\$1,000	13 wks	1 day	8 days

### CONTRIBUTORY STATUS AND PARTICIPATION REQUIREMENTS

Class	Class Name	Contributory Y/N	Participation
1	All Eligible Employees	N	100%

### RATE

For Each \$10 of Weekly Benefit Per Month                     \$0.43

*Monthly rates are based on 75% participation of eligible employees if contributory status is Y; or 100% participation if contributory status is N*

### \*PROBATIONARY PERIOD EXCEPTIONS

None

### SPECIAL NOTES

None

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## Life Coverage and Rates

July 2015 Life Renewal

The following rates are guaranteed from July 1, 2015 to June 30, 2016

Anniversary Month     July  
Carrier ID #             102

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### BASE LIFE BENEFIT SCHEDULE

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Class	Class Name	Prob Period	Base Coverage	Base AD&D	Base GI	Maximum Benefit
1	All Eligible Employees	OM	\$25,000	\$25,000	\$25,000	\$25,000

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### CONTRIBUTORY STATUS AND PARTICIPATION REQUIREMENTS

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Class	Class Name	Base Contributory Status Y/N	Base Participation
1	All Eligible Employees	N	100%

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### RATES

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BASE LIFE FOR EACH \$1,000 OF BENEFIT	\$0.18
BASE AD&D FOR EACH \$1,000 OF BENEFIT	\$0.02

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### \*PROBATIONARY PERIOD EXCEPTIONS

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None

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### SPECIAL NOTES

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Base Life Evidence of Insurability required for: Any amount in excess of the GI; all late applicants (contributory groups only); salary increases of \$25,000 or more that are greater than the GI.

Life and AD&D Benefits Reduce to 50% at age 70.

## Long-term Disability Coverage and Rates

July 2015 LTD Renewal

The following rates are guaranteed from July 1, 2015 to June 30, 2016

Anniversary Month     July  
 Carrier ID #            102

### BENEFIT SCHEDULE

Class	Class Name	Prob Period	% of BME	Max Mnthly Benefit	Waiting Period
1	All Eligible Employees	0M	60.00%	\$3,500	90 days

### CONTRIBUTORY STATUS AND PARTICIPATION REQUIREMENTS

Class	Class Name	Contributory Y/N	Participation
1	All Eligible Employees	N	100%

### RATE

Per \$100 of Covered Monthly Payroll                     \$0.45

### BENEFIT DURATION

Age at Disability 59 or younger	Paid to Age 65
Age at Disability 60	Paid to 5 Years
Age at Disability 61	Paid to 4 Years
Age at Disability 62	Paid to 3.5 Years
Age at Disability 63	Paid to 3 Years
Age at Disability 64	Paid to 2.5 Years
Age at Disability 65	Paid to 2 Years
Age at Disability 66	Paid to 1.75 Years
Age at Disability 67	Paid to 1.5 Years
Age at Disability 68	Paid to 1.25 Years
Age at Disability 69 and Over	Paid for 1 Year

### \*PROBATIONARY PERIOD EXCEPTIONS

None

### SPECIAL NOTES

Evidence of Insurability needed for all late enrollees (contributory groups only)

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## INDIVIDUAL BILLING

Member Group enrolled in Individual Billing for:

COBRA     Retirees

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**SBC Compliance:** HealthTrust, Inc. agrees to prepare and provide Member with a Summary of Benefits and Coverage (“SBC”) for each medical plan coverage option listed on this transmittal. Member agrees to distribute the SBCs to applicable eligible individuals. These obligations will be performed in accordance with (i) the statutory and regulatory requirements for SBCs under the Patient Protection and Affordable Care Act, and (ii) related SBC compliance information provided to Member by HealthTrust, Inc.

**Maximum Probationary Period Compliance:** Member represents that the eligibility conditions and probationary period requirements for enrollment in each medical plan coverage option listed on this transmittal comply with the 90-Day Maximum Waiting Period rule of PPACA.

Member agrees that the coverages elected herein are subject to the terms and conditions of its membership in HealthTrust, the HealthTrust Bylaws and applicable Coverage Documents.

Member hereby authorizes HealthTrust, Inc. to execute and deliver any and all documents necessary to effectuate the enrollment of the Member and its Employees into the plan(s) listed on this transmittal.

\_\_\_\_\_  
For the Member, duly authorized

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

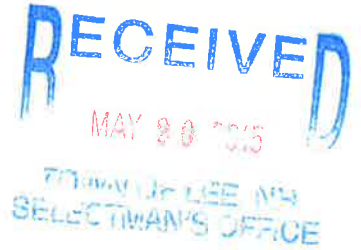
\_\_\_\_\_  
For HealthTrust, Inc.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



May 18, 2015



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

Dear Ms. Glover:

Enclosed you will find HealthTrust's updated Application and Membership Agreement ("Membership Agreement"), which will replace your group's current Application and Participation Agreement. Periodically, this agreement is revised and updated to incorporate needed changes and to improve the membership process. Enclosed is an outline of the updates and changes in the new version.

For July groups, the new Membership Agreement will be effective as of the start of the upcoming July Plan Year. The governing body of each Member must adopt the Certificate of Authorizing Resolution (Exhibit A of the Membership Agreement) prior to execution of the Membership Agreement. Adoption of the resolution and execution of the new Membership Agreement is required for membership and/or continued membership in HealthTrust and participation in its coverage lines.

Please return the signed Membership Agreement, together with the Certificate of Authorizing Resolution, as soon as possible, but no later than August 1, 2015. Until HealthTrust receives these materials, the existing Participation Agreement will remain in effect.

The new Membership Agreement no longer has addenda incorporated within the agreement for COBRA administrative services, retiree billing administrative services, or combination of Members for rating purposes. Under the new version, these items will be standalone agreements between the Member and HealthTrust. By having these services provided through separate, standalone agreements, it will make it administratively easier for any Member to add or drop these services without needing to amend the Membership Agreement.

If your group receives any of these services, also enclosed is the separate, standalone agreement for such services that will need to be executed and returned with the Membership Agreement. If your group is part of a combination of Members for rating purposes, please note that there is an additional resolution included in the Combination Agreement that your governing board must also adopt.

As background, an agreement to participate in HealthTrust, like the Membership Agreement, is required by RSA 5-B. In addition to the terms of the Membership Agreement, a Member's rights are governed by RSA 5-B and HealthTrust's Bylaws, as amended and in effect from time to time. Enclosed is a copy of the current HealthTrust Bylaws which sets out these issues in more detail.

Once we have received your signed documents, we will sign them and return a fully executed copy for your records. As always, feel free to contact your Benefits Advisor for more information or assistance with this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Bragdon".

Peter Bragdon  
Executive Director



## Overview of HealthTrust's New Membership Agreement

While the entire agreement has been redrafted generally to make it clearer, what follows highlights changes/updates included in the new Membership Agreement:

- a. Updates all Members' agreements to reference HealthTrust, Inc. Many of the existing Participation Agreements still reference LGC or its LLC subsidiaries.
- b. Changes the agreement from a Participation Agreement to a Membership Agreement. The use of the term "participation" instead of "membership" is a vestige from the old organizational structure where groups were "members" of LGC but "participants" in the pools.
- c. Highlights Member's right to select/change coverages and/or services and describes how that is achieved by having an authorized representative execute the required coverage documents. (This is not new – it just highlights the issue more specifically.)
- d. Eliminates reference to the specific requirement that 75% of eligible employees must be enrolled in the group health plan(s) offered through HealthTrust, and replaces it with requiring compliance with any minimum participation requirements. This allows HealthTrust to adjust the minimum participation requirements in any coverage as needed, without amending the Membership Agreement.
- e. Highlights Member's right to vote at Annual Meeting and specifies current bylaw provision that the Member's governing body can appoint whomever they want to vote, but if they do not act, the group's top administrative official is authorized to vote.
- f. Highlights that Member's right to surplus is controlled by the Bylaws – Member acknowledges and agrees that rights to distribution of surplus are governed by the HealthTrust Bylaws, as amended from time to time. (This is not new – it just highlights the issue more specifically.)
- g. Provides that a Member's return of surplus may first be applied to cover any amounts that are unpaid and owed by the Member prior to HealthTrust's returning the balance to the Member. This new provision is intended to clarify this right.
- h. Includes Member's certification of safeguarding personal health information as needed for HIPAA purposes. Currently, this certification is in a separate certification – but it is better to be part of the Membership Agreement and has been included.
- i. Acknowledges Member's duty to comply with the Affordable Care Act (e.g. IRS filings).
- j. Continues to acknowledge Member's responsibility for COBRA and retiree coverage with references to additional services available from HealthTrust to assist Member with these obligations pursuant to separate agreements, instead of through incorporated addenda. Makes process of adding and dropping these services administratively easier for the Members and more efficient for HealthTrust.
- k. Establishes separate agreement for combination of Members for medical rating purposes, if applicable, instead of via incorporated addenda. This is administratively more efficient.
- l. Reference to HIPAA Portability Certificates eliminated as they are no longer used or required under HIPAA.
- m. Acknowledges that Member is bound by the provisions of the Membership Agreement, the HealthTrust Bylaws, Rules, any applicable Coverage Documents and policies, and any other agreements incident thereto, all as amended and in effect from time to time. This is not new. The new version makes this more explicit.

**If this overview and the new Membership Agreement conflict, the new Membership Agreement controls.**



**HEALTHTRUST, INC.  
APPLICATION AND MEMBERSHIP AGREEMENT**

**Town of Lee**

This Application and Membership Agreement (“Membership Agreement”) is made by and between Town of Lee ("Applicant") and HealthTrust, Inc., a New Hampshire voluntary corporation (“HealthTrust”), effective as of July 1, 2015 (“Effective Date”). This Membership Agreement sets forth the terms and conditions of Applicant’s membership and/or continuing membership in HealthTrust.

**Preamble**

HealthTrust is a pooled risk management program operating pursuant to RSA 5-B and offering its member political subdivisions the opportunity to participate in its Coverage Programs and related services including, but not limited to, group medical, dental, short-term disability, long-term disability, and life coverages.

Applicant is eligible and wishes to become or remain a Member of HealthTrust and participate in certain Coverage Programs offered by HealthTrust and therefore is entering this Membership Agreement.

**Agreement**

Applicant and HealthTrust hereby mutually agree as follows:

1. **Application.** Applicant applies for membership (including continuing membership if applicable) in HealthTrust for the provision of group medical and/or other benefit plans as may be selected by Applicant from time to time.
2. **Eligibility.** Applicant hereby represents and warrants to HealthTrust that Applicant is an entity eligible for membership in HealthTrust in accordance with the HealthTrust Bylaws.
3. **Contingent on Acceptance.** Applicant understands and agrees that its membership in HealthTrust is contingent on HealthTrust’s acceptance and execution of this Agreement.
4. **Governing Provisions.** Applicant shall be bound by the provisions of this Membership Agreement, the HealthTrust Articles of Incorporation, Bylaws, Rules, any applicable Coverage Documents, and any other agreements pursuant or incident thereto, all as amended and in effect from time to time (known collectively in the Bylaws as the “Operative Documents”). Applicant acknowledges receipt of the HealthTrust Bylaws.
5. **Member Rights.** As a Member, Applicant will have the rights provided in the Operative Documents including, without limitation, the right to participate in HealthTrust’s Coverage Programs and the right to vote for the HealthTrust Board of Directors at annual meetings of the Members. Applicant acknowledges that pursuant to the current HealthTrust Bylaws, the person serving as the top administrative official of Applicant, or his or her designee, shall be entitled to cast a vote on behalf of Applicant at any meetings of the Members of HealthTrust unless and until



Applicant's Governing Board appoints, by resolution, a different representative to cast such a vote prior to the meeting(s) to which the designation relates.

6. **Selection of Coverage Programs and Services.** Subject to the terms and conditions of the Operative Documents, Applicant may select and periodically change the Coverage Programs and related services in which Applicant participates without amending this Membership Agreement. Applicant's participation (or continuing participation) in any of the Coverage Programs and/or related services is subject to:

- (a) The proper and timely completion and execution by an authorized representative of Applicant of the documents, agreements, and forms for such participation as required by HealthTrust, and
- (b) The policies, procedures, guidelines and Operative Documents that apply to any selected coverages including, without limitation, any applicable minimum participation requirements for such Coverage Program.

7. **Contributions.** Applicant agrees to pay in a timely manner all Contributions required to participate in HealthTrust and/or the applicable Coverage Programs pursuant to the terms of the Operative Documents.

8. **Surplus.** Applicant hereby acknowledges and agrees that any distribution of surplus, or a Member's rights thereto, shall be governed by the applicable terms of the HealthTrust Bylaws and/or other Operative Documents, as they may be amended from time to time. Applicant further agrees that HealthTrust may first apply any surplus due to Applicant to pay any unpaid and overdue Contributions or other amounts owed by Applicant to HealthTrust prior to returning the balance remaining of such surplus to Applicant.

9. **Health Plan Coverage Program Responsibilities.**

- (a) Applicant acknowledges that, with respect to the group health (medical and/or dental) plan(s) offered to its Employees through HealthTrust, Applicant is responsible for complying with all applicable provisions of federal and state law governing such health plan(s) including, without limitation: (i) the continuation of coverage provisions set forth in Sections 2201 through 2208 of the Public Health Service Act ("COBRA"), (ii) the retiree medical coverage provisions set forth in New Hampshire RSA 100-A:50, and (iii) the Patient Protection and Affordable Care Act of 2010, as amended and implemented ("ACA").
- (b) To assist Applicant in satisfying certain of its COBRA coverage obligations, HealthTrust provides base COBRA services on behalf of Applicant pursuant to a separate COBRA administrative services agreement which Applicant must sign as a condition of participating in HealthTrust's medical and/or dental Coverage Programs. In addition, Applicant may elect to receive additional COBRA billing services offered by HealthTrust pursuant to the separate COBRA administrative services agreement.
- (c) To assist Applicant in satisfying certain of its retiree coverage obligations, HealthTrust may offer to provide and Applicant may elect and contract with HealthTrust to receive retiree billing services on behalf of Applicant pursuant to a separate retiree billing administrative services agreement.

10. **Provision of Information.** Applicant agrees to provide HealthTrust in a timely and accurate manner any and all information HealthTrust deems necessary or desirable with regard to HealthTrust's provision of the Coverage Programs and related services selected by Applicant, including but not limited to, all required eligibility and enrollment data.

11. **Safeguarding Personal Information.** HealthTrust may provide Applicant certain non-claims related information, including enrollment, billing, and payment information relevant to the administration of the medical and dental Coverage Programs in which Applicant participates. Some of this information may constitute protected health information, as defined by the Health Insurance Portability and Accountability Act of 1996, as amended and implemented. Examples of information HealthTrust may disclose to Members include: monthly invoices detailing coverage types and cost, payment and enrollment confirmation, and information necessary to assist Applicant in completing its IRS reporting required by the ACA. HealthTrust, at its discretion, also may provide Applicant with non-individually identifiable summary claims information in a manner consistent with state and federal law and applicable HealthTrust policies and procedures.

Applicant hereby certifies that with respect to any protected health information received from HealthTrust, Applicant will:

- (a) Safeguard the privacy and security of the information,
- (b) Not use or disclose the information beyond that which is necessary to administer the selected coverage(s),
- (c) Not use the information for employment-related actions or decisions, and
- (d) Restrict access to the information to only those individuals who require the information to administer the coverage(s).

Applicant also acknowledges and agrees that:

- (e) HealthTrust will only provide such information to those individuals specifically identified in HealthTrust's database as authorized to receive such information on behalf of Applicant,
- (f) HealthTrust does not share individually identifiable claims information unless authorized in writing by the covered person or otherwise permitted by applicable laws, and
- (g) HealthTrust reserves the right to decide what, if any, information is provided to Applicant.

12. **Term and Termination.** The term of Applicant's membership (or continuing membership) in HealthTrust under this Membership Agreement begins on the Effective Date. Applicant's participation in specific Coverage Program(s) shall begin on the effective dates for such coverage as indicated in the Coverage Documents executed by Applicant in order to participate in such coverage. Membership in HealthTrust and participation in any Coverage Program shall continue until such coverage is terminated or cancelled in accordance with the terms of the HealthTrust Bylaws, Coverage Documents and/or other Operative Documents.

**13. Miscellaneous Provisions.**

- (a) This Membership Agreement is governed by New Hampshire law and may only be modified by a written amendment signed by all applicable parties.
- (b) All capitalized terms utilized but not defined herein shall have the same meaning as set forth in the HealthTrust Bylaws.
- (c) Section headings contained in this Membership Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Membership Agreement.

**14. Certificate of Authorizing Resolution.** This Membership Agreement shall be accompanied by a certificate of authorizing resolution (or a copy of the resolution) of the Governing Body of Applicant in substantially the same form and content as contained in the attached Exhibit A that indicates Applicant has duly authorized its membership in HealthTrust in accordance with RSA 5-B and the execution and delivery of this Membership Agreement by the individual signing, which authorization is legally binding and remains in full force and effect as of the date hereof.

**IN WITNESS WHEREOF**, Applicant and HealthTrust have caused this Membership Agreement to be executed by their duly authorized officials:

For APPLICANT:

TOWN OF LEE

\_\_\_\_\_  
Authorized Official Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For HEALTHTRUST, INC.:

\_\_\_\_\_  
Peter Bragdon  
Executive Director

\_\_\_\_\_  
Date

EXHIBIT A

**CERTIFICATE OF AUTHORIZING RESOLUTION**

I hereby certify to *HealthTrust, Inc.* (“HealthTrust”), that the following is a true copy of a resolution adopted by the Governing Body of Town of Lee at a meeting duly held on \_\_\_\_\_ [Date]:

RESOLVED: That Town of Lee shall participate as a Member in the HealthTrust pooled risk management program for the provision of group medical and/or other benefit plans in accordance with the “Application and Membership Agreement” and NH RSA 5-B.

RESOLVED: That \_\_\_\_\_ [Name/Title] is hereby authorized and directed to execute and deliver to HealthTrust, on behalf of Town of Lee, the “Application and Membership Agreement” in substantially the form presented to this meeting.

RESOLVED: That \_\_\_\_\_ [Name/Title] is hereby authorized and directed to execute and deliver to HealthTrust a certificate of this resolution.

I further certify that the foregoing resolution remains in full force and effect without modification.

APPLICANT: TOWN OF LEE

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Duly Authorized

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**HEALTHTRUST, INC.**  
**COBRA ADMINISTRATIVE SERVICES AGREEMENT**

**Town of Lee**

This COBRA Administrative Services Agreement (“COBRA Agreement”) is made by and between Town of Lee ("Member") and HealthTrust, Inc. (“HealthTrust”) effective as of July 1, 2015 (“Effective Date”).

**Preamble**

HealthTrust is a pooled risk management program operating pursuant to RSA 5-B and offering its member political subdivisions the opportunity to participate in its Coverage Programs and related services. HealthTrust and Member are parties to a separate Application and Membership Agreement (“Membership Agreement”). Member is participating in HealthTrust’s group medical and/or dental Coverage Program(s) and will receive (or continue to receive) certain COBRA administrative services offered by HealthTrust to its members in accordance with this COBRA Agreement.

**Agreement**

Subject to the terms and conditions specified herein and in the Membership Agreement between the parties, the Member and HealthTrust hereby agree that HealthTrust shall provide (or continue to provide) on behalf of the Member the base COBRA administrative services described below in Section 1 and, if elected, Section 2, with respect to all Employees of the Member who are covered under the medical and dental Coverage Programs offered by the Member through HealthTrust:

**1. Base COBRA Administrative Services.** HealthTrust shall provide the following base COBRA administrative services (“Base COBRA Services”):

- a. Delivery of an initial notice of COBRA continuation coverage rights to each employee (and spouse thereof) of the Member who become covered under the Member’s medical and/or dental plan(s) offered through HealthTrust upon their enrollment by the Member.
- b. Upon notification of HealthTrust by the Member of a COBRA qualifying event, HealthTrust shall provide each qualified beneficiary eligible for COBRA coverage with timely notice of his/her right to elect COBRA continuation coverage and the terms, conditions and election procedures for COBRA coverage.
- c. Provision of information, forms and support to the Member’s Benefits Administrator regarding administration of COBRA continuation coverage, including applicable notice, eligibility, enrollment and payment rules.
- d. Upon expiration of the maximum COBRA continuation period or notification of HealthTrust by the Member of a COBRA cancellation, HealthTrust shall notify the

affected COBRA beneficiary of (i) the termination of his/her COBRA continuation coverage due either to the expiration of the maximum COBRA continuation period or to an event causing early termination of COBRA coverage, and (ii) any rights of the COBRA beneficiary to convert to an individual health benefits plan coverage.

No Additional Charge for Base COBRA Services. There will be no additional charge to the Member or its COBRA beneficiaries for the Base COBRA Services provided by HealthTrust under this Section 1.

**2. COBRA Billing Services.** HealthTrust makes available to its Members on an elective basis the additional COBRA administrative services listed below related to direct billing of and collection of payment from COBRA beneficiaries (“COBRA Billing Services”).

If elected, in addition to the Base COBRA Services, HealthTrust shall provide the following additional COBRA Billing Services:

- a. Direct billing of the Member’s COBRA beneficiaries on a monthly basis of the applicable amounts due for their COBRA continuation coverage.
- b. Collection of amounts billed and due from COBRA beneficiaries in accordance with applicable COBRA rules.
- c. Direct enrollment of eligible qualified beneficiaries who elect COBRA continuation coverage, and ongoing maintenance of such beneficiary’s enrollment and membership changes until cancellation/termination of COBRA coverage.
- d. Provision of monthly reports to the Member listing COBRA beneficiaries who have been billed by HealthTrust, along with their medical and/or dental plan(s), coverage type and COBRA contribution amounts.
- e. Notification of COBRA beneficiaries at annual open enrollment of contribution rate change information.
- f. Termination of COBRA beneficiaries for nonpayment and notice of such termination to Member.

The Member understands and agrees that if COBRA Billing Services are elected, the billing services shall be performed by HealthTrust for all of the Member’s COBRA beneficiaries who are covered through HealthTrust.

Charges for COBRA Billing Services. The Member understands and agrees that HealthTrust will bill the COBRA beneficiary directly for his or her COBRA continuation coverage as follows:

- The applicable monthly contribution amount due for the COBRA continuation coverage selected by the COBRA beneficiary, and

- An administrative fee computed as 2% of the applicable monthly contribution amount as allowed by federal law.

The Member agrees that HealthTrust will retain the 2% administrative fee as its compensation for the COBRA Billing Services rendered by HealthTrust. There will be no other separate charge to the Member or its COBRA beneficiaries for the additional COBRA Billing Services provided by HealthTrust under this Section 2.

Member understands and agrees that initial commencement of COBRA Billing Services requires at least 60 days advance notice to HealthTrust and the provision of all necessary information for commencement of such services.

**3. Member Responsibilities.** As a condition of HealthTrust performing the Base COBRA Services and COBRA Billing Services (if elected) specified in Sections 1 and 2 above, the Member agrees to perform the following responsibilities:

- a. Make available to COBRA beneficiaries the same medical and dental plan coverage options through HealthTrust as are available to eligible active Employees of the Member.
- b. Upon the Member's initial participation in HealthTrust's health benefit programs, provide information to HealthTrust on the Member's then existing COBRA beneficiaries.
- c. Notify HealthTrust in a timely manner when Employees experience a COBRA qualifying event and provide HealthTrust with necessary forms and information in accordance with applicable COBRA administrative policies and procedures established by HealthTrust.
- d. Perform all COBRA compliance and administrative obligations of the Member with respect to its Employees other than those COBRA services provided by HealthTrust hereunder.
- e. Upon Member (or a subunit of Member) ceasing to participate in the medical and/or dental Coverage Programs offered through HealthTrust, to carry out the transition of Member's (or subunit's) COBRA beneficiaries and covered Employees out of their coverage through HealthTrust.
- f. Provide HealthTrust with at least 60 days advanced written notice of the Member's decision to elect to receive the COBRA Billing Services made available by HealthTrust and, in such event, assist with the transition of such COBRA Billing Services to HealthTrust.
- g. Provide HealthTrust in a timely manner with any and all other information HealthTrust reasonably deems necessary or desirable with regard to HealthTrust's performance of the Base COBRA Services and COBRA Billing Services (if elected) on behalf of the Member.

HealthTrust shall be entitled to rely on any information provided by the Member pursuant hereto as accurate, valid and complete, and shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information.

HealthTrust reserves the right to request additional information from the Member at any time in order to satisfy HealthTrust's COBRA administrative service obligations. The Member agrees to provide any requested information to HealthTrust in a timely manner.

**4. Amendments to Services and Responsibilities.** HealthTrust and the Member acknowledge and agree that the COBRA services and responsibilities herein are intended to assist the Member in satisfying its obligations under federal COBRA law. HealthTrust agrees to perform its COBRA administrative services in accordance with a reasonable good faith interpretation of the applicable requirements of COBRA. HealthTrust reserves the right to amend its COBRA administrative procedures and policies and the services and responsibilities provided herein as it deems necessary or appropriate without amending this COBRA Agreement. HealthTrust will notify the Member of any changes that will materially affect either HealthTrust services or the Member's responsibilities.

**5. Other Terms and Conditions.** HealthTrust and the Member further acknowledge and agree that:

- a. The COBRA administrative services performed by HealthTrust hereunder will be performed only with respect to Employees of the Member who are covered under the medical and/or dental Coverage Programs offered by the Member through HealthTrust. In no event shall HealthTrust be responsible for providing any COBRA administrative services with respect to Employees of the Member who are covered under a medical or dental plan coverage option offered by the Member through another insurer or provider.
- b. The performance of COBRA administrative services by HealthTrust on behalf of the Member does not and is not intended to make HealthTrust the plan sponsor, plan administrator or other fiduciary of the Member's group health benefit plans for COBRA purposes under any applicable law or regulation, and the Member will not identify or refer to HealthTrust as such.
- c. HealthTrust shall not have any obligation or liability with respect to any COBRA administrative services described herein before the effective date of the Application and Membership Agreement or this COBRA Agreement, or with respect to any COBRA compliance obligations of the Member other than HealthTrust's administrative service obligations hereunder.
- d. All confidential information disclosed by the parties pursuant to this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the confidential information of the disclosing party and will use at least the same degree of care in protecting the confidential information of the other party as it uses with respect to its own confidential information. The receiving party will limit access to confidential information to its employees and advisors with



a need to know and will instruct such employees and advisors to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose confidential information to the extent necessary to comply with any law, ruling, regulation or rule applicable to it or to the extent necessary to enforce its rights hereunder. HealthTrust also may disclose confidential information of the Member to the extent that disclosure of such information is required to perform its COBRA administrative service obligations hereunder.

For purposes of this subsection (d), “confidential information” shall mean all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the service obligations and responsibilities hereunder, but does not include (i) information that is already known by the receiving party without obligation of confidentiality; (ii) information that becomes generally available to the public other than as result of disclosure by the receiving party in violation of this Agreement; and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.

- e. All capitalized terms utilized but not defined herein shall have the same meaning as set forth in the HealthTrust Bylaws.

## **6. Term and Termination.**

- a. The term of this COBRA Agreement shall commence on the Effective Date, and shall continue during the Member’s participation in HealthTrust’s medical and/or dental Coverage Program or until earlier terminated by either party with 60 days prior written notice to the other party.
- b. Notwithstanding anything contained herein, if the Member defaults in the performance of any of its responsibilities hereunder, HealthTrust may, upon written notice to the Member, terminate this COBRA Agreement.
- c. Notwithstanding any other provision of the Membership Agreement or this COBRA Agreement, HealthTrust’s agreement and obligation to provide COBRA administrative services as set forth herein shall automatically cease upon termination of the Member’s (or subunit’s) participation in HealthTrust’s medical and/or dental Coverage Programs, and HealthTrust shall not provide and shall not be obligated to provide any further services with respect to the COBRA beneficiaries and covered Employees of the terminating Member (or subunit) pursuant hereto other than transition of COBRA administration to the Member or a successor COBRA administrator.

7. **Election of COBRA Billing Services (Section 2)** [check one of the two boxes below]:

- The Member hereby elects to receive the COBRA Billing Services described in Section 2 of this COBRA Agreement. The Member understands and agrees that HealthTrust will be charging COBRA beneficiaries an administrative fee of 2% of the applicable monthly contribution amount as allowed by federal law.

Only for Members initially electing COBRA Billing Services: If the Member has existing COBRA beneficiaries who are covered (or to be covered) through HealthTrust, the Member (**please initial below**):

\_\_\_\_\_ **does**

\_\_\_\_\_ **does not intend**

to transfer billing responsibilities for those beneficiaries to HealthTrust as of the effective date of HealthTrust's COBRA Billing Services. This paragraph is not applicable to Members renewing ongoing COBRA Billing Services.

- The Member elects not to receive COBRA Billing Services described in Section 2, at this time.

IN WITNESS WHEREOF, the Member and HealthTrust have caused this COBRA Agreement to be executed by their duly authorized officials.

For the MEMBER:

TOWN OF LEE

\_\_\_\_\_  
Duly Authorized

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For HEALTHTRUST, INC.:

\_\_\_\_\_  
Peter Bragdon  
Executive Director

\_\_\_\_\_  
Date

**HEALTHTRUST, INC.**  
**RETIREE BILLING ADMINISTRATIVE SERVICES AGREEMENT**

**Town of Lee**

This Retiree Billing Administrative Services Agreement (“Retiree Billing Agreement”) is made by and between Town of Lee (“Member”) and HealthTrust, Inc., (“HealthTrust”) effective as of July 1, 2015 (“Effective Date”).

**Preamble**

HealthTrust is a pooled risk management program operating pursuant to RSA 5-B and offering its member political subdivisions the opportunity to participate in its Coverage Programs and related services. HealthTrust and Member are parties to a separate Application and Membership Agreement (“Membership Agreement”). Member is participating in HealthTrust’s group medical and/or dental Coverage Program(s) and will receive (or continue to receive) certain retiree billing administrative services offered by HealthTrust to its members in accordance with this Retiree Billing Agreement.

**Agreement**

Subject to the terms and conditions specified herein and in the Membership Agreement between the parties, the Member and HealthTrust hereby agree that HealthTrust shall provide (or continue to provide) retiree billing services described in Section 1 below (“Retiree Billing Services”) on behalf of the Member with respect to all Retirees of the Member who are covered through HealthTrust’s medical and dental Coverage Programs.

As used herein, “Retiree” means a person who is retired from active employment with the Member and who the Member has determined is eligible to continue medical and/or dental plan coverage with the Member pursuant to NH RSA 100-A:50 and/or the applicable rules of the Member and HealthTrust governing eligibility for Retiree coverage.

**1. Retiree Billing Services.**

HealthTrust shall provide the following Retiree Billing Services:

- a. Direct billing of the Member’s covered Retirees on a monthly basis of the applicable contribution amounts due from the Retirees for their coverage through HealthTrust.
- b. Billing of the Member on a monthly basis of any contribution amounts due from the Member for coverage of its Retirees, including any contribution amounts due in excess of amounts received from the Retirees and the New Hampshire Retirement System (“NHRS”).
- c. Collection of contribution amounts billed and due from Retirees and/or the Member.

- d. Collection and processing of NHRS subsidy and annuity deduction amounts for subsidy-eligible Retirees and Retirees who have elected payment of contributions by annuity deduction.
- e. Provision of monthly reports to the Member listing each Retiree who has been billed by HealthTrust, along with their medical and/or dental plan(s) and coverage type. A listing of the applicable coverage contribution amounts for the Member, the Retiree and NHRS also will be provided for each billing period.
- f. Notification of retirees of annual open enrollment.
- g. Notification of the Member regarding a Retiree's failure to pay billed contribution amounts prior to cancellation of the Retiree's coverage for nonpayment.
- h. Termination of Retiree coverage, pursuant to HealthTrust's rules and policies, as amended from time to time, for any of Member's Retirees due to non-payment of the applicable contributions due from such Retiree.

The Member understands and agrees that the Retiree Billing Services shall be performed by HealthTrust for all of the Member's Retirees who are covered through HealthTrust's medical and dental Coverage Programs.

Member understands and agrees that initial commencement of Retiree Billing Services requires at least 60 days advance notice to HealthTrust and the provision of all necessary information for commencement of such services.

No additional charge for Retiree Billing Services. There will be no additional charge to the Member or its Retirees for the Retiree Billing Services provided by HealthTrust under this Retiree Billing Agreement.

**2. Member Responsibilities.** As a condition of HealthTrust performing the Retiree Billing Services specified in Section 1 above, the Member agrees to perform the following responsibilities:

- a. Identification and enrollment of eligible Retirees who elect coverage through HealthTrust, and ongoing maintenance of such Retirees' enrollment changes until cancellation/termination of each Retiree's coverage.
- b. Upon first electing to receive Retiree Billing Services and whenever contribution rate changes occur, the Member shall complete and provide to HealthTrust a Retiree Contribution Allocation Table in the form provided by HealthTrust to the Member for such purpose or by another mutually agreed upon format, and otherwise assist with the transition of such Retiree Billing Services to HealthTrust.

- c. Pay the Member's portion of coverage contribution amounts on a monthly basis exactly as billed by HealthTrust. Any pending adjustments at the time of payment will be reflected on future bills.
- d. **Retain ultimate responsibility for payment to HealthTrust of coverage contribution amounts due from the Member's Retirees to the extent not otherwise paid by the Retirees or NHRS including, without limitation:**
  - i. **Reimbursement of HealthTrust for any amounts due from the Member's Retirees for their coverage through HealthTrust that remains unpaid and overdue. Member shall pay HealthTrust for such Retiree non-payment within 30 days of HealthTrust invoicing Member for the applicable amount(s) due and shall have sole responsibility for collecting any such amount(s) due from the Retiree.**
  - ii. **Reimbursement of HealthTrust for any amounts of subsidy and annuity deductions paid by NHRS toward Member's Retirees' coverage contributions that are subsequently retroactively recovered directly from HealthTrust by NHRS and not repaid in a timely manner by the Retiree(s). Member shall pay HealthTrust for any such NHRS retroactive recoveries that remain unpaid within 30 days of HealthTrust invoicing Member for the applicable amount(s) due and shall have sole responsibility for collecting any such amount(s) due from the Retiree. Member's responsibility to reimburse HealthTrust for any retroactive recovery by NHRS of subsidy or annuity paid on behalf of Member's Retirees shall continue even after Member no longer receives Retiree Billing Services, participates in HealthTrust's group medical and/or dental Coverage Program(s) or is a Member of HealthTrust.**
- e. Perform all applicable Retiree coverage obligations of the Member in accordance with NH RSA 100-A:50 and/or the Rules of HealthTrust and the Member governing coverage for Retirees other than the Retiree Billing Services provided by HealthTrust hereunder.
- f. Upon Member (or a subunit of Member) ceasing to participate in the medical and/or dental Coverage Programs offered through HealthTrust, to carry out the transition of Member's (or subunit's) covered Retirees out of their coverage through HealthTrust.
- g. Provide HealthTrust in a timely manner with any and all other information HealthTrust reasonably deems necessary or desirable with regard to HealthTrust's performance of Retiree Billing Services on behalf of the Member. HealthTrust reserves the right to request additional information from the Member at any time in order to satisfy HealthTrust's Retiree Billing Services obligations.

HealthTrust shall be entitled to rely on any information provided by the Member pursuant hereto as accurate, valid and complete, and shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information.

**3. Amendments to Services and Responsibilities.** Member acknowledges that the Retiree Billing Services and related responsibilities herein are intended to assist the Member in satisfying its obligations under NH RSA 100-A:50. HealthTrust agrees to perform its Retiree Billing Services in accordance with a reasonable good faith interpretation of NH RSA 100-A:50 and HealthTrust's Rules governing coverage of Retirees. HealthTrust reserves the right to amend its Rules and procedures governing Retiree coverage and the services and responsibilities provided herein as it deems necessary or appropriate without amending this Retiree Agreement. HealthTrust will notify the Member of any changes in Retiree Billing Services that will materially affect the Member's responsibilities hereunder.

**4. Other Terms and Conditions.** HealthTrust and the Member further acknowledge and agree that:

- a. Retiree Billing Services will be performed by HealthTrust only with respect to Retirees of the Member who are covered under the medical and/or dental Coverage Programs offered by the Member through HealthTrust. In no event shall HealthTrust be responsible for providing any Retiree Billing Services with respect to Retirees of the Member who are covered under a medical or dental plan coverage option offered by the Member through another insurer or provider.
- b. Retirees who have their coverage cancelled for nonpayment of required contribution amounts may not be eligible for reinstatement to the Member's retiree coverage plan(s) through HealthTrust.
- c. The performance of Retiree Billing Services by HealthTrust on behalf of the Member does not and is not intended to make HealthTrust the plan sponsor, plan administrator or other fiduciary of the Member's group health plans for Retiree coverage obligations under any applicable law or regulation, and the Member will not identify or refer to HealthTrust as such.
- d. HealthTrust shall not have any obligation or liability under this Retiree Billing Agreement with respect to any Retiree Billing Services before the Effective Date or the Effective Date of the Application and Membership Agreement, or with respect to any Retiree coverage compliance obligations of the Member other than HealthTrust's Retiree Billing Service obligations under Section 1.
- e. All confidential information disclosed by the parties pursuant to this Retiree Billing Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the confidential information of the disclosing party and will use at least the same degree of care in protecting the confidential information of the other party as it uses with respect to its own confidential information. The receiving party will limit access to confidential information to its employees and advisors with a need to know and will instruct such employees and advisors to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose confidential information to the extent

necessary to comply with any law, ruling, regulation or rule applicable to it or to the extent necessary to enforce its rights hereunder. HealthTrust also may disclose confidential information of the Member to the extent that disclosure of such information is required to perform its Retiree Billing Services obligations.

For purposes of this subsection (e), “confidential information” shall mean all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the service obligations and responsibilities set forth in this Retiree Billing Agreement, but does not include (i) information that is already known by the receiving party without obligation of confidentiality; (ii) information that becomes generally available to the public other than as the result of disclosure by the receiving party in violation of this Retiree Billing Agreement; and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.

- f. All capitalized terms utilized but not defined herein shall have the same meaning as set forth in the HealthTrust Bylaws.

## **5. Term and Termination.**

- a. The term of this Retiree Billing Agreement shall commence on the Effective Date, and shall continue during the Member’s participation in HealthTrust’s medical and/or dental Coverage Program or until earlier terminated by either party with 30 days prior written notice to the other party.
- b. Notwithstanding anything contained herein, if the Member defaults in the performance of any of its responsibilities as set forth herein, HealthTrust may, upon written notice to the Member, terminate this Retiree Billing Agreement.
- c. Notwithstanding any other provision of this Retiree Billing Agreement or the Application and Membership Agreement, HealthTrust’s agreement and obligation to provide Retiree Billing Services on behalf of the Member as set forth herein shall automatically cease upon termination of the Member’s (or subunit’s) participation in HealthTrust’s medical and/or dental Coverage Programs, and HealthTrust shall not provide and shall not be obligated to provide any further services to the terminating Member (or subunit) pursuant hereto other than transition of Retiree billing administration to the Member or a successor administrator.
- d. Member’s contribution obligations pursuant to Sections 2 (c) and (d) shall survive termination of this Retiree Billing Agreement.

IN WITNESS WHEREOF, the Member and HealthTrust have caused this Retiree Billing Agreement to be executed by their duly authorized officials.

For the MEMBER:

TOWN OF LEE

\_\_\_\_\_  
Duly Authorized

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

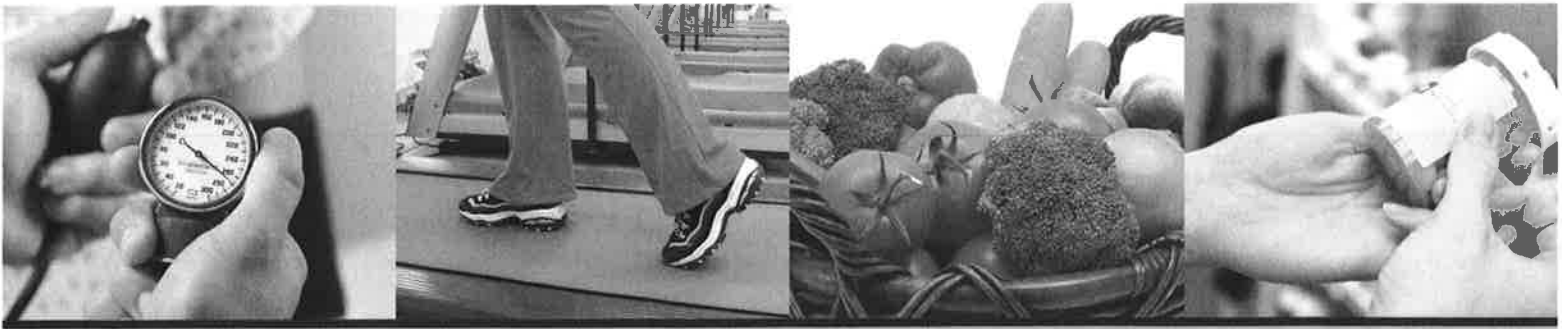
\_\_\_\_\_  
Date

For HEALTHTRUST, INC.:

\_\_\_\_\_  
Peter Bragdon  
Executive Director

\_\_\_\_\_  
Date





HealthTrust, Inc.  
Bylaws

HealthTrust

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*The following are the Bylaws of HealthTrust, Inc.:*

## **ARTICLE I**

### **Definitions**

The terms “his”, “he”, “him”, “hers”, “she”, “her” or any other denomination of gender are used herein in a gender-neutral sense to refer to both male and female gender. Capitalized terms used herein have the following meanings:

“Application and Participation Agreement” means the application and agreement entered into by a Member to participate in HealthTrust pursuant to Section 3.2 (a).

“Articles of Incorporation” means the HealthTrust, Inc. Articles of Incorporation filed with the New Hampshire Secretary of State, as amended from time-to-time whether before or after the date of adoption of the Bylaws.

“Board of Directors” or “Board” or “Directors” means the Municipal Public Officials, School Public Officials, Employee Officials and the County Public Official then serving as the governing body of HealthTrust pursuant to Article VI.

“Bylaws” means these amended and restated bylaws that govern HealthTrust.

“Chair” means the presiding officer of the Board of Directors elected by the Directors as provided in Section 7.1 to perform certain duties as more specifically described in Section 7.3.

“Code” means the Internal Revenue Code of 1986, as amended, and regulations pertaining thereto and subsequent and corresponding federal law and regulations.

“Contribution(s)” means any required payment by Members to participate in HealthTrust pursuant to the Operative Documents.

“County Public Official” means a Public Official of one of New Hampshire’s ten (10) counties.

“County Director” means at any time, the person then serving as a Director by reason of being a County Public Official.

“Coverage Documents” means the documents governing the Coverage Programs, including but not limited to plan certificates, transmittals and other governing documents, contracts or agreements for benefits or services provided.

“Coverage Program” means group health, dental, short-term disability, long-term disability, life insurance or any additional coverage program provided by HealthTrust to Members.

“Director” means a person serving as a member of the HealthTrust Board of Directors.

“Elected or Appointed Official” means, solely for purposes of Director qualification, (i) any publicly elected official of a Member or entity eligible to be a Member whose term of office is at least one (1) year’s duration (or who is appointed to fill the unexpired term of such office) or (ii) any official appointed to a department head level administrator position by the Governing Body or chief executive officer of a Member or entity eligible to be a Member.

“Employee” means in whole or in part as each Member in HealthTrust may determine, any individual (but not including an independent contractor) described in the categories below and on whose behalf Contributions are made to HealthTrust by a Member:

- (a) An employee within the meaning of Sub-Title C of the Code;
- (b) Any person who has been an employee described in the immediately preceding subsection (a) but is on leave of absence or is retired;
- (c) Any publicly elected official of a Member whose term of office is at least one (1) year's duration (or official appointed to fill the unexpired term of a publicly elected official) regardless of his or her scheduled work week if such official is described in one of the categories as follows:
  - (i) Individuals serving on the Governing Body of a Member; or
  - (ii) Officials who serve in an administrative position of a Member which position is comparable in status to a department-head level appointed administrator, but which, by law or option of the Member, is an elected position. Such position shall include, but not be limited to, clerks, treasurers, tax collectors, road agents and police chiefs.
- (d) Volunteer firefighters and part-time firefighters of a Member's fire department, regardless of his or her scheduled work week, upon satisfaction of the following criteria ("firefighters"):
  - (i) The Member's fire department or service is subject to RSA 154:1;
  - (ii) It is determined by resolution of the Governing Body of a Member that its firefighters shall be eligible for participation in HealthTrust;
  - (iii) The firefighter has continuously served as a firefighter in the Member's fire department for one year;
  - (iv) The firefighter meets and maintains State of New Hampshire, Division of Fire Standards & Training, Firefighter I certification as a firefighter.
- (e) Any elected or appointed official serving on a permanent board or commission of a Member which board or commission is established pursuant to a statute of the State of New Hampshire and whose term of office is at least one (1) year's duration regardless of his or her scheduled work week.
- (f) Any spouse or dependent, including a surviving spouse or dependent, of any of the foregoing persons.

"Employee Directors" means at any time, as a group, the persons then serving as members of the Board of Directors by reason of being Employee Officials.

"Employee Official" means an employee within the meaning of Sub-Title C of the Code of a Member or an entity eligible to become a Member and who is not an Elected or Appointed Official.

"Executive Director" means the person appointed pursuant to these Bylaws by the Board of Directors to be responsible for the daily activities of HealthTrust.

"Finance and Personnel Committee" is defined in Section 7.5 (b) (ii).

"Governance and Nominating Committee" is defined in Section 7.5 (b) (iii).

"Governing Body" means the board of selectmen in towns, the city council or board of aldermen in cities, the town council in towns, the board of commissioners in counties and village districts, the school board in school districts, and other similar governing bodies of authorities, agencies or entities eligible to become Members.

“HealthTrust” means HealthTrust, Inc., a New Hampshire voluntary corporation,

“Insurer” means any insurance company providing any insurance, reinsurance, or excess insurance contract to HealthTrust related to a Coverage Program including, but not limited to, any such policy that HealthTrust deems necessary or prudent.

“Member(s)” means any entity that is participating in HealthTrust pursuant to Article III, remains in compliance with Sections 3.1 and 3.2 ; and has not withdrawn or been terminated pursuant to Article IV.

“Municipal Directors” means at any time, as a group, the persons then serving as Directors by reason of being Municipal Public Officials.

“Municipal Public Official” means a Public Official of a New Hampshire city, town, village district, or an entity created for a special purpose administered or funded by any of the above-named governmental units.

“Officers” means the Chair and Vice Chair, or, if in the singular, the Chair or Vice Chair, as the context requires.

“Operative Documents” means (i) these Bylaws, (ii) the Articles of Incorporation, (iii) the Application and Participation Agreement, (iv) the Coverage Documents, and (v) any Rules and other agreements pursuant or incident thereto.

“Pool Year” means a twelve (12) consecutive month period chosen from time-to-time by the Board of Directors for periods of coverage for HealthTrust. HealthTrust may have more than one (1) Pool Year and Pool Years may be different between and within Coverage Programs. A Pool Year may be any period less or more than twelve (12) months if it is the first or last such year of a coverage, or a year or years involving a change in the Pool Year.

“Public Official” means an individual who is serving as an Elected or Appointed Official of a Member or an entity eligible to be a Member pursuant to Section 3.1.

“Rules” means any rules adopted by HealthTrust for the operation of its program.

“School Directors” means at any time, as a group, the persons then serving as Directors by reason of being School Public Officials.

“School Public Official” means a Public Official of a New Hampshire school district, charter public school or school administrative unit.

“Service Company” means any entity or independent contractor designated to operate or provide claims administration or other administrative services including but not limited to human resources, information technology, wellness, risk management, financial services, or to perform similar or other services for or on behalf of HealthTrust.

“Standing Committees” is defined in Section 7.5 (b).

“Strategic Planning Committee” is defined in Section 7.5 (b) (i).

“Vice Chair” means the member of the Board of Directors elected by the Board of Directors as provided in Section 7.1 to perform certain duties as more specifically described in Section 7.4.

# ARTICLE II

## Mission

### SECTION 2.1. Mission.

The mission of HealthTrust is to provide high quality, cost-effective employee benefit products and services for public employers and employees in New Hampshire in order to reduce costs through pooling strategies with a commitment to education, health promotion and disease prevention.

# ARTICLE III

## Membership in HealthTrust

SECTION 3.1. Eligibility to Become a Member of HealthTrust. Entities eligible to become a Member of HealthTrust are: any city, town, county, school district, chartered public school, village district, school administrative unit, or any district or entity created for a special purpose administered or funded by any of the above-named governmental units, and which is located in and authorized by New Hampshire law.

SECTION 3.2. Requirements to Become a Member of HealthTrust. Prior to becoming a Member of HealthTrust, an entity must:

- (a) Complete an Application and Participation Agreement or such other written request to become a Member as the Board of Directors shall determine;
- (b) Meet all other criteria established and provide all information requested by HealthTrust which it deems necessary and prudent;
- (c) Receive the approval of any Insurer whose approval is required as a condition of providing insurance;
- (d) Be a political subdivision for Federal income tax purposes or an entity the income of which is exempt under Section 115 of the Code; and
- (e) Not cause HealthTrust to be disqualified under NH RSA 5-B, Code §115 or any other applicable Federal or state law.

SECTION 3.3. Acceptance as a Member of HealthTrust. The Executive Director has the authority to accept any entity which meets the criteria set forth in Sections 3.1 and 3.2. An entity which in the judgment of the Executive Director does not meet the criteria set forth in Sections 3.1 and 3.2 may request that the decision of the Executive Director be reviewed by the Board of Directors. After conducting such review, the Board of Directors shall decide whether or not the applicant meets the eligibility criteria. The decision of the Board of Directors in this regard shall be final.

SECTION 3.4. Effect of Acceptance. Upon becoming a Member, each Member agrees to be bound by the provisions and terms of the applicable Operative Documents, any documents required by an Insurer then in effect, or any other requirements that may be adopted from time-to-time by HealthTrust.

SECTION 3.5. Meetings of the Members. A meeting of the Members shall be held at least annually (the Annual Meeting) for the purposes of receiving reports on the operations of HealthTrust; voting upon nominations for members of the Board of Directors; and transacting any other business which may be transacted at an annual meeting. The time and place of any meeting will be determined by the Board of Directors. Members shall be notified of the time and place of any meeting by at least ten (10) days written notice which may include email notification,

provided that the notification for the Annual Meeting shall be governed by Section 6.3 (f) and (g) of these Bylaws. Each Member present shall be entitled to one vote. Any number of Members shall constitute a quorum for the conduct of elections and the transaction of any business. Determination of who may vote at any meeting shall be governed by Section 6.3 (c), (d) and (e) of these Bylaws.

## **ARTICLE IV**

### **Termination of Membership or Participation in a Coverage Program**

SECTION 4.1. Termination. Status as a Member in HealthTrust or participation in any of its Coverage Programs shall be continuous unless terminated for:

- (a) Conduct that is determined by the Board of Directors in their sole absolute discretion pursuant to Section 4.2 to warrant termination for cause.
- (b) Failure to pay any Contribution when due and owing. The Executive Director shall have the authority and discretion to work out alternative payment arrangements in lieu of bringing termination for non-payment issues before the Board.
- (c) Failure to continue to meet the criteria required by HealthTrust or any Insurer including without limitation underwriting criteria.
- (d) Failure to comply or continue to comply with any material provisions of the applicable Operative Documents.

Termination pursuant to this Section 4.1 shall be accomplished by a resolution of the Board of Directors. The Board of Directors in such resolution may set forth the date of termination and any conditions precedent to such termination that the Board of Directors deem reasonable in their sole, absolute discretion. Except in the case of termination for non-payment of Contributions pursuant to Section 4.1(b), any termination shall be preceded by a written notice to the Member from the Board of Directors or Executive Director.

SECTION 4.2. Member Review and Process for Termination. Prior to termination pursuant to Section 4.1:

- (a) When in the determination of the Executive Director a Member has engaged in conduct that warrants termination, the Executive Director shall file a written report with the Board of Directors. Such report shall contain a summary of the facts and the Executive Director's recommendations regarding termination.
- (b) A copy of the Executive Director's report shall be mailed to the Member along with a notice of hearing of the Board of Directors at least ten (10) days prior to such hearing. Such notice of hearing shall include the place, date and time of the hearing and a request for attendance at the hearing. A Member objecting to the report and recommendations of the Executive Director shall submit a written statement to the Board of Directors setting out in detail the basis of the objection and any other information the Member desires to submit. Said statement must be mailed to the Executive Director no later than five (5) calendar days prior to the hearing.
- (c) The Board of Directors shall meet at the time and place designated in the notice of hearing. The Member shall be entitled to be represented at the hearing and present an oral statement and other information.
- (d) Following the hearing, the Board of Directors shall affirm, modify, or reject the recommendation of the Executive Director. The Board of Directors shall have the authority to place a Member on probation, the terms and duration of which it shall determine and shall also have the authority to terminate a Member. A copy of the decision of the Board shall be mailed to the Member.
- (e) The action of the Board of Directors shall be final and binding.



SECTION 4.3. Withdrawal by a Member. Subject to Section 4.5, a Member may withdraw from HealthTrust or terminate its participation in any of the Coverage Programs subject to the terms of the applicable Operative Documents and the following conditions:

- (a) A Member may withdraw its participation from a Coverage Program effective as of the last day of the month following sixty (60) days advance written notice to HealthTrust.
- (b) In the case of withdrawal, a Member shall remain liable for any Contribution that may have accrued prior to the effective date of such withdrawal.
- (c) Membership status shall be forfeited when a Member no longer participates in any Coverage Program.

SECTION 4.4. Effect of Termination or Withdrawal. Upon termination or withdrawal pursuant to Sections 4.1, 4.2 and 4.3, HealthTrust shall remain liable for any claim or other liability incurred prior to the effective date of such termination or withdrawal and for which HealthTrust is responsible pursuant to the Operative Documents. HealthTrust shall have no liability for any claim or other liability incurred by a withdrawing or terminating Member or its Employees after the effective date of such termination or withdrawal.

SECTION 4.5. Two Year Lockout from Medical Benefits Coverage.

- (a) When a Member cancels, terminates, withdraws from or otherwise ceases to participate in medical benefits coverage provided by or through HealthTrust, such Member shall not be eligible to participate in medical benefits coverage provided by or through HealthTrust, in any manner, for at least two full years from the date of such cancellation, withdrawal, termination or other cessation of participation.
- (b) The provisions of this Section 4.5 may be waived in the sole, absolute discretion and by a vote of the Board of Directors upon a written request signed by the Governing Body of the former Member. Any such written request of the former Member must be made within six (6) months of termination and must set forth the specific reasons and circumstances that, in the former Member's view, justifies the exercise of discretion by the Board of Directors to waive the provisions of this Section 4.5 and may include any or all of the following:
  - (i) that the former Member was misled as to coverage and/or final terms offered by the insurer or other entity providing coverage to the former Member after such termination or withdrawal from HealthTrust;
  - (ii) the insurer or other entity providing coverage to the Member after such withdrawal or termination from HealthTrust failed to accept retirees of the former Member as covered persons; or
  - (iii) the former Member did not realize the financial savings from a substitution of or change from the coverage provided by HealthTrust, as was or to the extent promised or represented by the insurer or other entity providing coverage to the former Member after its withdrawal or termination from HealthTrust.

SECTION 4.6. Portion of a Member. The provisions of this Article IV shall be separately and independently applied to those distinct subunits of a Member which are actually participating in or are eligible to participate in HealthTrust pursuant to the applicable Operative Documents, such as, by way of example and without limitation, a collective bargaining unit that comprises a portion of a Member or a school district that comprises a portion of a Member that is an SAU.

SECTION 4.7. No Claim.

- (a) A Member that is terminated or withdraws from a Coverage Program shall thereupon and at all times thereafter have no right to, or claim on, without limitation, any of the assets, income, distributions (whether

past, present or future), reserves or property, whether or not then owned or after acquired, of HealthTrust related to that Coverage Program.

- (b) A Member that is terminated or withdraws from HealthTrust shall thereupon and at all times thereafter have no right to, or claim on, without limitation, any of the assets, income, distributions (whether past, present or future), reserves or property, whether or not then owned or after acquired, of HealthTrust.

## ARTICLE V

### Return of Surplus

SECTION 5.1. Return of Surplus. HealthTrust shall return all earnings and surplus (including without limitation any net income that accrues for purposes of Section 115 of the Code) in excess of any amounts required for administration, claims, reserves, and purchase of excess insurance ("Surplus") to participating Members in accordance with this Article and RSA 5-B. The determination of when Surplus exists and the Members who are eligible to participate in a return of Surplus shall be made by the Board of Directors in accordance with this Section 5.1. Once this determination is made, the amount of Surplus, if any, to be allocated for return to any particular eligible Member shall be made in accordance with Section 5.2. Only Members who are eligible under this Section 5.1 and to whom Surplus is allocated for return under Section 5.2 shall have a legal, enforceable right to a share of Surplus. A Member is eligible to accrue rights to Surplus and participate in the return of such Surplus only if (i) that Member is in good standing and participating in HealthTrust on the date of adoption of the Board of Directors' resolution that declares such Surplus and (ii) that Member has been in good standing and participating in HealthTrust continuously and without interruption or absence from the last day of the end of the year for which the Surplus is declared through the date of distribution set forth in the Board of Directors' resolution declaring such Surplus. Such return may be by reduction in Contributions due in subsequent Pool Years unless such Member elects otherwise by notice.

SECTION 5.2. Proportions in Which Surplus is Distributed. The Board of Directors may provide for Surplus to be distributed among Members who are eligible under Section 5.1 hereof in such proportions as the Board of Directors may determine, provided that such determination shall allocate such Surplus among the eligible Members in a manner that is non-discriminatory as to eligible Members participating in similar Coverage Programs and having similar payments of, or reservations for, claims. Subject to the foregoing non-discrimination standard, nothing in the foregoing shall be deemed to require that any eligible Member receive any particular proportion of Surplus or any Surplus at all; rather the allocation shall be made to some or all eligible Members in accordance with the allocation determination made by the Board of Directors in accordance with this Section 5.2. The Board of Directors may furthermore, from time-to-time, modify or change the determination as to the eligible Members' proportionate shares of the future Surplus attributable to a Coverage Program, provided that no modification or change shall affect Surplus allocated to an eligible Member before the effective date of such modification or change. In the event HealthTrust shall have Surplus under Section 5.1 but the Board of Directors does not allocate such Surplus among eligible Members as provided in this Section 5.2, then such Surplus shall be allocated to eligible Members in proportion to the respective Contributions to the applicable Coverage Program during the Pool Year for which the Surplus is declared.

## ARTICLE VI

### Board of Directors

SECTION 6.1. Board of Directors. The Board of Directors shall comprise eleven Directors each serving in one of the following categories: Municipal Public Officials, School Public Officials, Employee Officials or County Public Officials. The Board of Directors shall comprise three (3) Municipal Public Officials, four (4) School Public Officials, three (3) Employee Officials and one (1) County Public Official. Two-thirds (2/3) of the Directors then serving must be Public Officials or Employee Officials of Members presently participating in HealthTrust.

## SECTION 6.2. Qualification of Directors.

- (a) Each Director shall at the time of election or appointment and at all times while serving in such office be qualified to fill the category of Director described in Section 6.1 for which they were elected or appointed. In nominating Directors, the Governance and Nominating Committee may, but need not, give due regard to varying geographic location, population of the Members or entities eligible to be Members, experience in risk management, administrative ability and fiduciary experience.
- (b) A person serving on the board of Property-Liability Trust, Inc. is ineligible to serve as a Director of HealthTrust.
- (c) Only one Public Official or Employee Official per Member or entity eligible to be a Member may serve on the Board of Directors at the same time.

## SECTION 6.3. Election of Directors; Voting Procedures and Nominations for Directors:

The following procedures will govern the Members' election of Directors:

- (a) The Members shall elect the Directors at the Annual Meeting for the terms specified in Section 6.5.
- (b) Each Member shall be entitled to cast one vote for each Director position on the ballot. All votes must be cast in person at the Annual Meeting.
- (c) Provided the required forms are submitted pursuant to Section 6.3 (d), the Member's top administrative official (for example, superintendent of schools, town manager, town administrator, etc.) or his or her certified designee shall be entitled to cast the Member's vote, unless the governing board of the Member, by resolution, appoints a different representative to cast the Member's vote, in which case such representative shall be entitled to cast the Member's vote. Governing bodies are encouraged to participate in this fashion.
- (d) To vote, upon registration at the meeting, the following forms must be provided to HealthTrust by the person entitled to cast the Member's vote:
  - (i) For the Member's top administrative official: written certification, signed by the individual certifying that he or she is the Member's top administrative official and entitled to vote on behalf of the Member,
  - (ii) For the designee of the Member's top administrative official: written certification, signed by the top administrative official, certifying that he or she is the Member's top administrative official, entitled to vote on behalf of the Member and that that he or she designates the specified individual to cast the Member's vote on his or her behalf, together with written certification signed by the designee, that her or she is the named designee and is entitled to vote on behalf of the Member.
  - (iii) For a representative appointed by the Member's governing board, a copy of the executed resolution of the governing board appointing the representative together with written certification signed by the representative, that her or she is the named representative and is entitled to vote on behalf of the Member.
- (e) A single individual shall be entitled to cast the vote of multiple Members provided he or she is duly authorized to vote for each such Member pursuant to Sections 6.3 (c) and (d).
- (f) HealthTrust shall provide Members written notice, which may include email notification, of the Annual Meeting at least 60 days in advance of said meeting. HealthTrust shall attempt to send such notice to both the chief administrative officer and the chair of the governing board of each member; however, failure to send the notice to these specific individuals shall not invalidate the results of any election.

- (g) Said notice shall include:
  - (i) the date, place and time of the Annual Meeting;
  - (ii) information on how to become a candidate for a Director position;
  - (iii) a copy of the certification forms and sample resolution to be submitted by the person voting on behalf of the Member pursuant to Section 6.3 (d); and
  - (iv) notice of the date and method by which the Governance and Nominating Committee will notify the Members of its recommended a slate of candidates.
- (h) The Governance and Nominating Committee shall recommend a slate of candidates to the Membership at least 30 days prior to the Annual Meeting by written notice, which may include email notification or on-line posting. Nominations will also be taken from Members at the Annual Meeting.

SECTION 6.4. Acceptance of Office of Directors; Board Commitment Letter.

- (a) Each Director shall accept the office of Director by acceptance, execution and delivery of the Board Commitment Letter.
- (b) The Board of Directors shall adopt and annually review a Board Commitment Letter which sets out the expectations of the Directors and the commitments those Directors have to the Members.
- (c) If the Board amends the Board Commitment Letter, all Directors must execute and deliver the revised Board Commitment Letter.
- (d) A Director who has not delivered an executed copy of the then current Board Commitment Letter shall not be entitled to vote.

SECTION 6.5. Tenure of Directors.

- (a) As of the 2013 annual meeting of the Members, the terms of office of all the Directors then serving shall expire, and the Members at that meeting shall elect the full Board of Directors with three Directors elected to a one-year term, four Directors elected to a two-year term, and four Directors elected to a three-year term. After the expiration of the terms established in 2013, the Members shall elect Directors to three (3) year terms, and the terms will be staggered so that no more than four (4) Directors will be elected to full terms in any one year.
- (b) A Director may serve no more than three (3) consecutive 3-year terms. A Director who is appointed to fill a vacancy shall serve the remainder of the vacant term and may, then, serve no more than three (3) consecutive 3-year terms.

SECTION 6.6. Power of Other Directors to Act in Case of Vacancy. If a vacancy occurs in any office of Director for any reason, the remaining Directors then in office shall have full power and authority to act until such vacancy is filled. The remaining Directors have the authority to fill any vacancy on the Board of Directors for the remainder of the term of the vacant position. The Governance and Nominating Committee shall make recommendations to fill such vacancies.

SECTION 6.7. Regular Meetings. The Board of Directors may provide the time and place within the State of New Hampshire for the holding of regular meetings. All regular meetings of the Board shall comply with the public notice and open meeting requirements contained in RSA 91-A, the New Hampshire Right-to-Know Law. This Section shall apply equally to meetings of committees.

SECTION 6.8. Special Meetings. Special Meetings of the Board of Directors may be called by or at the request of the Chair, a majority of the Directors or by a Standing Committee. The person or persons authorized to call any such Special Meeting may fix the time and the place for the holding of any such Special Meeting of the Board of Directors. Any such meeting may be called upon at least twenty-four (24) hours' notice delivered by email to each such Director at his or her business or residential address. A second form of notification which may include a telephone call or voice mail message shall be provided unless the Director acknowledges receipt of the email notification with a return email. Notices shall specify the date, time, place and purposes thereof. This Section shall apply equally to meetings of committees. All special meetings of the Board shall comply with the public notice and open meeting requirements contained in RSA 91-A, the New Hampshire Right-to- Know Law.

SECTION 6.9. Attendance at Meeting. The attendance of a Director at any meeting of the Board of Directors shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. A Director may attend a meeting by telephone as long as such attendance does not violate any applicable provisions of RSA 91-A, the New Hampshire Right-to-Know Law.

SECTION 6.10. Quorum. A quorum for the transaction of business at a duly called meeting of the Board of Directors shall consist of a majority of the Directors then serving. A quorum for the transaction of business at a duly called meeting of a committee of the Board of Directors shall consist of a majority of the Directors then serving on the committee. The Chair, as an ex officio member of each Standing Committee, shall not be considered serving on the committee, for purposes of a quorum, unless he or she is present.

SECTION 6.11. Voting.

- (a) Other than as provided in Section 6.11 (b), all actions of the Board of Directors shall be by a majority vote of the Directors present and voting at a duly called meeting at which there is a quorum present.
- (b) A two-thirds (2/3) majority of the Directors then serving is required to (i) change the composition of the Board of Directors, (ii) sell or otherwise transfer assets other than in the regular course of business, merge, consolidate, amalgamate or engage in a similar transaction whether or not at arms-length or for fair value, (iii) remove a Director pursuant to Section 6.14, or (iv) amend or otherwise modify this Section 6.11 or Section 11.1.

SECTION 6.12. Reimbursement of Expenses for Directors. Directors shall not receive compensation but may be reimbursed for mileage and other reasonable expenses properly and actually incurred in the course of acting as Directors.

SECTION 6.13. Resignation of a Director. A Director may resign by an instrument in writing, including email, delivered to the Chair or to the Executive Director, who shall forthwith notify the Chair. Such written notice of resignation may state a prospective date upon which such resignation shall become effective; otherwise, such resignation shall become effective upon receipt by the Executive Director or the Chair. Upon the effective date of any such resignation, such Director shall become and be fully discharged from all further duties, responsibilities or liabilities associated with such office. A Director, upon vacating such office shall turn over and deliver any and all records, books, documents, or other property of HealthTrust in the possession or under the control of such Director to the Executive Director.

SECTION 6.14. Removal of a Director. A Director may be removed from office by a vote of a two-thirds (2/3) majority of Directors then serving on the Board of Directors at any time and for any reason, including, but not limited to, for (i) failure to attend two (2) consecutive meetings of the Board of Directors, (ii) failure to attend two (2) consecutive meetings of a committee, (iii) material violations of the Bylaws, Rules or policies of the Board of Directors, or (iv) breach of a fiduciary duty to be performed by a Director. The Chair, as an ex officio member of each Standing Committee, shall be exempt from the attendance requirement for Standing Committee meetings.

# ARTICLE VII

## Officers and Committees

SECTION 7.1. Officers. The Officers of the Board shall be a Chair and Vice Chair. The Officers shall be elected by the Board of Directors from among their number and each officer shall be a Public Official.

SECTION 7.2. Term of Office. All Officers shall have a two (2) year term beginning at the meeting at which they are elected and ending:

- (a) at the first meeting of the Board of Directors after the annual meeting which occurs in the year that their term as an Officer expires;
- (b) the date on which they no longer meet the qualification requirements for a Director pursuant to Section 6.2; or
- (c) at the time in which their seat is declared vacant for any other reason.

SECTION 7.3. Duties of the Chair. The Chair shall be the presiding officer at all meetings of HealthTrust. The Chair shall appoint all Standing Committees and their chairpersons. The Chair shall be a voting member of each Standing Committee *ex officio*.

SECTION 7.4. Duties of the Vice Chair. In the absence or inability of the Chair to attend a meeting of the full Board of Directors, the Vice Chair shall perform the duties of the Chair. In addition the Vice Chair shall perform such other duties as are delegated by the Chair.

SECTION 7.5. Committees.

- (a) General Authority. The Board of Directors shall have the power and authority to appoint from among themselves such committees as the Board of Directors shall deem expedient which may be vested with such powers as the Board of Directors in its sole discretion shall determine. The Board Chair, with the input of the Chairs of the Standing Committees, shall have the authority to promulgate procedures for the coordination and exchange of information among Standing Committees and the internal operational functioning of the Board.
- (b) Standing Committees. The chair and all members of all Standing Committees shall be appointed by and removed by the Chair. Each Director shall serve on at least one (1) Standing Committee. Each Standing Committee's recommendations shall be presented to the full Board for action regardless of its impact upon the functional responsibility of any other Standing Committee. HealthTrust shall have the following Standing Committees (the "Standing Committees"):
  - (i) Strategic Planning Committee. The Strategic Planning Committee shall review current and potential wellness and risk management programs and employee benefit programs for the purpose of keeping HealthTrust apprised of the latest information and to ensure competitiveness of products and services in order to attract and retain Members. The Committee shall also be responsible for reviewing other policies of HealthTrust not assigned to other committees. The Committee shall make policy and program recommendations to the Board of Directors.
  - (ii) Finance and Personnel Committee. The Finance and Personnel Committee shall direct the preparation of a proposed budget for each subsequent year and present said budget to the Board of Directors for approval. The Committee shall review, oversee and/or make recommendations on financial and actuarial rating procedures, the annual independent audit process, investment policy, internal audit

and financial statements. The Committee shall (i) oversee pay studies, personnel policies, cost of living adjustments and fringe benefits with regard to employees of HealthTrust, (ii) evaluate the Executive Director in consultation with the full Board of Directors, (iii) recommend to the Directors changes to such policies and procedures, in order to improve or ensure competitiveness of HealthTrust and (iv) review and make recommendations to the full HealthTrust Board on requests for the addition of permanent staff positions.

(iii) Governance and Nominating Committee. The Governance and Nominating Committee shall nominate persons to serve as members of the Board of Directors and as Chair and Vice Chair, and shall have the responsibility to review and make recommendations to the Board of Directors on amendments to the Bylaws.

## ARTICLE VIII

### Duties and Powers of the Board of Directors

SECTION 8.1. General Duties of the Board of Directors. The Board of Directors shall set policy, oversee and administer HealthTrust and without limitation to the preceding clause, shall perform the following duties:

- (a) Ensure the payment of benefits and claims to or on behalf of the Members in accordance with the Operative Documents.
- (b) Create reserves for the payment of benefits and claims and for any other legitimate purpose for HealthTrust.
- (c) Pay or provide for the payment on behalf of Members to an Insurer of all premiums as they become due on any policy of insurance or reinsurance.
- (d) Cause to be maintained accounts of all investments, receipts, disbursements and all other transactions affecting funds and properties of HealthTrust.
- (e) Engage an independent certified public accountant who is appointed by and reports directly to the Board of Directors to perform a financial audit at least once per Pool Year and cause copies of such audits to be distributed to Members.
- (f) Maintain minutes of all meetings of the Board of Directors and Members and cause copies thereof to be distributed in a timely manner to all Directors.
- (g) Pay all taxes and assessments of any and all kind whatsoever that may be levied or assessed under existing or future laws upon HealthTrust or any of its income.
- (h) Cause the terms and provisions of these Bylaws and the other Operative Documents to be performed and carried out and the assets of HealthTrust to be properly held and administered.
- (i) Pay or provide for the payment of all reasonable and necessary expenses of administering HealthTrust and all charges reasonably incurred by HealthTrust or the Board of Directors in carrying out the purposes of HealthTrust and the functions of the Board.
- (j) Assure compliance with the requirements of NH RSA 5-B, and other applicable laws, as amended.
- (k) Assure that HealthTrust and all Members are political subdivisions for Federal income tax purposes or entities the income of which is exempt under Section 115 of the Code.

SECTION 8.2. Powers of the Board of Directors. The Board of Directors shall have such powers as may be necessary or prudent to discharge their responsibilities in setting policy, administration and oversight of HealthTrust, and without limiting the prior clause, shall have the following powers:

- (a) To designate a bank or banks as a depository and to designate one or more persons as are appropriate to withdraw sums therefrom.
- (b) To receive, hold, manage, invest and reinvest such monies and property in stocks, bonds or other securities.
- (c) To require and receive such reports from the Members or their employees as they deem necessary or advisable.
- (d) To sue and be sued, or to prosecute and defend any and all actions; to oversee litigation policy and strategy; to compromise or settle any suit, claims or demands, or waive or release any rights relating to HealthTrust, or any of its property.
- (e) To adopt and enforce Rules not inconsistent with the provisions of the Bylaws or any Operative Documents as the Board of Directors may from time-to-time deem expedient.
- (f) To make, execute, acknowledge and deliver any and all documents that may be necessary or appropriate to carry out the powers herein granted.
- (g) To borrow or raise money in such amounts and upon such terms and conditions as the Board of Directors shall deem advisable.
- (h) To hold cash, uninvested, for such length of time as the Board of Directors may determine without liability for interest thereon.
- (i) To continue to have and to exercise, after the termination of HealthTrust and until final distribution, all of the title, powers, discretion, rights and duties conferred or imposed upon the Board of Directors hereunder, or by law.
- (j) To construe and interpret the Operative Documents.
- (k) To have a judicial settlement of their accounts and judicial determination of any questions in connection with their duties and obligations hereunder, or in connection with the administration or distribution thereof (the costs and expenses, including accounting and legal fees, for such judicial settlement of accounts or other judicial determination shall be paid as a general administrative expense to the extent permitted by applicable law).
- (l) To appoint one or more investment managers to supervise and direct the investment and reinvestment of all or a portion of the assets of HealthTrust in accordance with the provisions of the Operative Documents and applicable law and in the same manner and with the same powers, duties, obligations, responsibilities and limitations as apply to the Board of Directors as set forth herein and to pay reasonable compensation for such services.
- (m) To acquire, hold, own, rent or lease, alone or in conjunction with any other party or parties, any property, real or personal, and to pay the appropriate pro rata part of the mortgage payments, property taxes, assessments, insurance, maintenance and ordinary repairs on all such property.
- (n) To declare return of Surplus for distribution to eligible Members.
- (o) To establish the terms and conditions of and set rates for each Coverage Program offered by HealthTrust.



- (p) To fill any vacancy on the Board of Directors.
- (q) To retain the services of legal counsel, actuaries, auditors, private consultants, administrators and advisors as the Board deems necessary in order to manage and administer its duties and to carry out the business and purposes of HealthTrust.
- (r) To employ or contract for staff to carry out the business and purposes of HealthTrust.
- (s) To do all acts, whether or not expressly authorized herein, which the Board of Directors may deem necessary or proper for the administration and management of HealthTrust.

SECTION 8.3. Appointment and Authority of The Executive Director. The Board of Directors shall designate and appoint an Executive Director to administer the daily affairs of HealthTrust. The Executive Director shall serve under such terms and conditions as the Board of Directors shall prescribe.

The duties of the Executive Director shall include, without limitation, carrying out the provisions of these Bylaws and policies established by the Board of Directors, hiring and managing staff, identifying and engaging various contractors, and supervising and reporting on contractor performance, the provision of financial and accounting reports and the maintenance of excess reinsurance or other insurance. The Executive Director shall make reports and be accountable to the Board of Directors. In fulfilling the Executive Director's duties pursuant to this Section, the Executive Director shall have the authority and responsibility to:

- (a) Submit annual budgets to the Board of Directors for approval.
- (b) Pay benefits and claims to or on behalf of Members in accordance with the Operative Documents.
- (c) Accept, determine and make reasonable arrangements for the payment on behalf of each Member of all Contributions due.
- (d) Purchase and administer contracts of insurance and reinsurance as necessary or advisable to protect the interests of HealthTrust and its Members.
- (e) Administer HealthTrust's Coverage Programs.
- (f) Establish wellness and risk management procedures and provide general advice and educate Members in relation thereto.
- (g) Provide or obtain claims management services for the Coverage Programs.
- (h) Engage a Service Company, pursuant to Section 8.4.
- (i) Employ or retain such staff, agents, advisors, consultants and counsel as may be reasonably necessary in managing and administering his or her duties.
- (j) Purchase as a general administrative expense so called general liability insurance and other insurance for the benefit of HealthTrust and/or the protection of the Directors, employees, or agents against any losses by reason of errors or omissions or breach of fiduciary duty or negligence.
- (k) Except as otherwise provided in these Bylaws, enter into any and all contracts and agreements for carrying out the policies of the Board and for the administration and operation of HealthTrust pursuant to those policies, and do all acts as he or she may deem necessary or advisable in relation thereto, and such contracts and agreements and acts shall be binding and conclusive on HealthTrust and its Members. The Executive Director, in his or her discretion, may delegate the power to execute contracts and agreements on behalf of HealthTrust to members of Senior Management as designated by the Executive Director.

SECTION 8.4. Service Company. If services are not otherwise to be provided directly by HealthTrust, the Board of Directors or the Executive Director may obtain the services of one or more Service Companies to provide claims administration and/or other administrative services for or on behalf of HealthTrust. The Board of Directors must approve any engagement of a Service Company for which the Executive Director performs duties or in which the Executive Director is an employee or officer. A Service Company shall adhere to guidelines for the performance of its duties as set forth by the Board of Directors or the Executive Director.

## ARTICLE IX

### Limitation of Liability; Indemnification

SECTION 9.1. Definitions. For purposes of Article IX only, the following terms have the following meanings:

The term “expenses” shall include counsel fees.

The term “liability” means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses actually incurred with respect to a proceeding. The liability may arise from bodily injury, illness, death or property damage or loss, or any other source.

The term “official” means an individual who is or was a Director, officer or employee of HealthTrust; an individual who has been appointed by the Board of Directors to serve HealthTrust in any official capacity; or an individual who, while a Director, officer or employee of HealthTrust is or was serving at HealthTrust’s request as officer, partner, Director, employee or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise. An official is considered to be serving an employee benefit plan at HealthTrust’s request if the official’s duties to HealthTrust also impose duties on, or otherwise involve services by, the official to the plan or to participants in or beneficiaries of the plan. Official includes, unless the context requires otherwise, the estate or personal representative of an official.

The term “official capacity” means: (i) when used with respect to a Director, the Office of Director in HealthTrust, (ii) when used with respect to an officer, the office in HealthTrust held by the officer; and (iii) when used with respect to a committee member, the position held in the committee by the member. “Official capacity” does not include service as an employee for HealthTrust or service for any other foreign or domestic business or nonprofit corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise.

The term “party” includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

The term “proceeding” means any threatened, pending, or completed action, suit or proceeding whether civil, criminal, administrative, or investigative and whether formal or informal.

SECTION 9.2. Obligation to Indemnify.

- (a) Except as provided in Section 9.2 (d), if an individual is made a party to a proceeding because the individual is or was an official, HealthTrust shall indemnify the individual against liability incurred in the proceeding if the individual:
  - (i) conducted him or herself in good faith;
  - (ii) reasonably believed:
    - (A) in the case of conduct in an official capacity with HealthTrust, that his or her conduct was in its best interests; and

- (B) in all other cases that his or her conduct was at least not opposed to its best interests; and
- (iii) in the case of any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful.
- (b) An official's conduct with respect to an employee benefit plan for a purpose the official reasonably believed to be in the interests of the Members in and beneficiaries of the plan is conduct that satisfies the requirements of Section 9.2(a) (ii) (B).
- (c) The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not of itself, determinative that the official did not meet the standard of conduct described in this Section.
- (d) HealthTrust may not indemnify an official under this Section:
  - (i) in connection with a proceeding by or in the right of HealthTrust in which the official was adjudged liable to HealthTrust; or
  - (ii) in connection with any other proceeding charging improper personal benefit to the official, whether or not involving action in his or her official capacity, in which the official was adjudged liable on the basis that personal benefit was improperly received by the official.
- (e) Indemnification permitted under this Section in connection with a proceeding by or in the right of HealthTrust is limited to reasonable expenses incurred in connection with the proceeding.

#### SECTION 9.3. Advance for Expenses.

- (a) HealthTrust may pay for or reimburse the reasonable expenses incurred by an official who is a party to a proceeding in advance of final disposition of the proceeding if:
  - (i) the official furnishes a written affirmation of his or her good faith belief that he or she has met the standard of conduct described in Section 9.2;
  - (ii) the official furnishes HealthTrust a written undertaking, executed personally or on the official's behalf, to repay the advance if it is ultimately determined that the official did not meet the standard of conduct described in Section 9.2; and
  - (iii) a determination by the Board of Directors is made that the facts then known to the Board of Directors making the determination would not preclude indemnification under this Article.
- (b) The undertaking required by Section 9.3 (a) (ii) must be an unlimited general obligation of the official but need not be secured and may be accepted without reference to financial ability to make repayment.
- (c) If the Board of Directors determines that it is in HealthTrust's best interest to minimize future potential liability for indemnification by offering a common attorney paid for by HealthTrust to multiple officials who are party to the same proceeding, the Board of Directors may waive the undertaking required by Section 9.3(a)(ii) in order to encourage such common representation.
- (d) Determinations of payments under this Section shall be made in the manner specified in Section 9.5.

SECTION 9.4. Court-Ordered Indemnification. An official who is a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court after giving any notice the court considers necessary may order indemnification in the amount it considers proper if it determines that the official is fairly and reasonably entitled to indemnification in

view of all the relevant circumstances, whether or not the official met the standard of conduct set forth in Section 9.2 (a) or was adjudged liable as described in Section 9.2 (d) but if the official was adjudged so liable indemnification is limited to reasonable expenses incurred.

SECTION 9.5. Determination of Indemnification.

- (a) HealthTrust shall not indemnify an official under Section 9.2 unless a determination has been made that indemnification of the official is required in the circumstances because the official has met the standard of conduct set forth in Section 9.2.
- (b) The determination shall be made:
  - (i) by the Board of Directors by majority vote of a quorum consisting of Directors not at the time parties to the proceeding;
  - (ii) if a quorum cannot be obtained under clause (i), by majority vote of a committee duly designated by the Board of Directors (in which designated Directors who are parties may participate), consisting solely of two or more Directors not at the time parties to the proceeding; or
  - (iii) by special legal counsel:
    - (A) selected by the Board of Directors or its committee in the manner prescribed in clause (i) or (ii); or
    - (B) if a quorum of the Board of Directors cannot be obtained under clause (i) and a committee cannot be designated under clause (ii), selected by majority vote of all of the Directors (in which selected Directors who are parties may participate).
- (c) Evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is required, except that if the determination is made by special legal counsel, evaluation as to reasonableness of expenses shall be made by those entitled under clause (iii) to select counsel.

SECTION 9.6. Insurance. HealthTrust may purchase and maintain insurance on behalf of an individual who is or was an official or who, while an official, is or was serving at the request of HealthTrust as a Director, officer, partner, employee, or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as an official, whether or not HealthTrust would be required to indemnify the person against the same liability under these Bylaws.

SECTION 9.7. Application to General Rights. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which any official, agent or employee may be entitled.

SECTION 9.8. Indemnity by Contract. HealthTrust may provide indemnity to any official or third party pursuant to a contract or agreement authorized by the Board of Directors.

SECTION 9.9. Limitation of Liability. No Director or officer shall be liable for any acts or omissions whatsoever of any other Director, officer or agent of HealthTrust; nor shall any Director, or officer be liable for any negligence, error, judgment, or for any act or omission unless resulting from his own gross negligence or willful misconduct. Every act or thing done or omitted, and every power exercised or obligation incurred by the Directors or officers or any of them in the administration of HealthTrust or in connection with any affairs, property or concerns of HealthTrust, whether ostensibly in their own names or in their capacities as Directors or officers, shall be done, omitted, exercised or incurred by them as Directors or as officers and not as individuals; and every person contracting or dealing with the Directors or officers or having any debt, claim or judgment against them or any of them, shall look only to the funds or property of HealthTrust for payment or satisfaction, and no Director, officer or agent of HealthTrust shall

ever be personally liable for or on account of any contract, debt, tort, claim, damage, or decree arising out of the preservation of HealthTrust or the conduct of any of the affairs of HealthTrust. There shall be purchased a surety bond or insurance in sufficient amount to ensure against the defalcations of any Director or Directors, or agents of HealthTrust under authority of the Directors. Premium for said surety bond or insurance shall be an administration expense of HealthTrust.

SECTION 9.10. Source of Indemnification. All indemnification or reimbursement provided for in this Article shall be limited to HealthTrust. Indemnification or reimbursement provided for in this Article may also be paid from the proceeds of any insurance maintained pursuant to Section 9.6.

## **ARTICLE X**

### **Dissolution**

SECTION 10.1. Dissolution and Distribution of Assets. In the event of dissolution of HealthTrust, and after all legal debts, liabilities and retirement plan obligations have been finally discharged, all remaining assets, if any, shall be liquidated and the proceeds shall be distributed pro-rata to the Members, in good standing, of the respective Coverage Programs as of the last day of the last full Pool Year of such Coverage Program prior to the decision to dissolve. Such net assets shall be distributed, separately by Coverage Program, by calculating each Member's relative percentage of the total Member Contributions to the Coverage Program for such Pool Year.

## **ARTICLE XI**

### **Amendments**

SECTION 11.1. Procedure. The Bylaws may be amended any time by a vote of the Board of Directors pursuant to Section 6.11. Any amendment which would materially affect the rights and responsibilities of any Member may be adopted by the Board of Directors only after a hearing with regard to such proposed amendment is held by the Board of Directors and at which any Member may participate. Written notice of such proposed Bylaws change and the hearing before the Board of Directors shall be delivered to each such Member at least ten (10) days prior to such Board of Directors meeting. The notice shall contain at least the text of the proposed Bylaws change and the date, time and place of such hearing. Notice for these purposes will be considered delivered when deposited in the United States mail for regular delivery.

Amended and Restated Bylaws Adopted August 22, 2013, Effective September 1, 2013.

Amended October 1, 2014.



PO Box 617 • 25 Triangle Park Drive  
Concord, NH 03302-0617

Phone: 603.226.2861 • NH Toll Free: 800.527.5001 • Fax: 603.226.2988  
Email: [info@healthtrustnh.org](mailto:info@healthtrustnh.org) • [www.healthtrustnh.org](http://www.healthtrustnh.org)

## Town of Lee

### Budget to Actual Report

From Date: 4/1/2015

To Date: 5/31/2015

Fiscal Year: 2014-2015

Subtotal by Collapse Mask

Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.41301.111.00	BOS - Town Administrator Salar	\$69,360.00	\$10,670.80	\$59,756.29	\$9,603.71	\$8,003.09	\$1,600.62	2.31%
01.41301.112.00	BOS - Town Secretary Wages	\$42,580.51	\$7,118.44	\$37,864.43	\$4,716.08	\$6,059.12	(\$1,343.04)	-3.15%
01.41301.122.00	BOS - Temporary Employee Wages	\$3,500.00	\$0.00	\$0.00	\$3,500.00	\$0.00	\$3,500.00	100.00%
01.41301.130.00	BOS - Overtime	\$4,500.00	\$0.00	\$2,141.62	\$2,358.38	\$0.00	\$2,358.38	52.41%
01.41301.142.00	BOS - Selectboard Salary	\$6,000.00	\$0.00	\$4,500.00	\$1,500.00	\$0.00	\$1,500.00	25.00%
01.41301.211.00	BOS - Health Insurance	\$0.00	\$4,067.36	\$4,067.36	(\$4,067.36)	\$3,420.28	(\$7,487.64)	0.00%
01.41301.216.00	BOS - Dental Expense	\$0.00	\$205.20	\$205.20	(\$205.20)	\$172.96	(\$378.16)	0.00%
01.41301.220.00	BOS - SS	\$0.00	\$1,078.91	\$1,078.91	(\$1,078.91)	\$853.83	(\$1,932.74)	0.00%
01.41301.225.00	BOS - MC	\$0.00	\$252.33	\$252.33	(\$252.33)	\$199.71	(\$452.04)	0.00%
01.41301.230.00	BOS - Retirement	\$0.00	\$1,915.89	\$1,915.89	(\$1,915.89)	\$1,514.50	(\$3,430.39)	0.00%
01.41301.550.00	BOS - Town Report	\$4,000.00	\$0.00	\$2,907.86	\$1,092.14	\$0.00	\$1,092.14	27.30%
	DRA: Selectmens Office - 41301	\$129,940.51	\$25,308.93	\$114,689.89	\$15,250.62	\$20,223.49	(\$4,972.87)	-3.83%

# Town of Lee

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Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.41401.142.00	El. & Reg. - Moderator Salary	\$480.00	\$0.00	\$600.00	(\$120.00)	\$0.00	(\$120.00)	-25.00%
01.41401.143.00	El. & Reg. - Supervisors of th	\$3,600.00	\$789.93	\$3,245.23	\$354.77	\$0.00	\$354.77	9.85%
01.41401.143.01	El. & Reg. - Ballot Clerks	\$3,000.00	\$0.00	\$2,453.05	\$546.95	\$0.00	\$546.95	18.23%
01.41401.220.00	El. & Reg. - SS	\$0.00	\$48.97	\$48.97	(\$48.97)	\$0.00	(\$48.97)	0.00%
01.41401.225.00	El. & Reg. - MC	\$0.00	\$11.45	\$11.45	(\$11.45)	\$0.00	(\$11.45)	0.00%
01.41401.441.00	El. & Reg. - Town Meeting Expe	\$750.00	\$0.00	\$350.00	\$400.00	\$0.00	\$400.00	53.33%
01.41401.540.00	El. & Reg. - Legal Notices	\$200.00	\$0.00	\$0.00	\$200.00	\$0.00	\$200.00	100.00%
01.41401.550.00	El. & Reg. - Printing (Ballots)	\$4,000.00	\$0.00	\$4,426.20	(\$426.20)	\$0.00	(\$426.20)	-10.66%
01.41401.581.00	El. & Reg. - Mileage	\$50.00	\$0.00	\$59.56	(\$9.56)	\$0.00	(\$9.56)	-19.12%
01.41401.605.00	El. & Reg. - Postage	\$200.00	\$0.00	\$10.64	\$189.36	\$0.00	\$189.36	94.68%
01.41401.630.00	El. & Reg. - Meals	\$800.00	\$260.76	\$765.13	\$34.87	\$0.00	\$34.87	4.36%
	DRA: Elections & Registrations - 41401	\$13,080.00	\$1,111.11	\$11,970.23	\$1,109.77	\$0.00	\$1,109.77	8.48%



## Town of Lee

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Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.41411.114.00	TC/TC - Deputy Wages PT	\$5,843.00	\$3,379.57	\$14,564.17	(\$8,721.17)	\$3,118.88	(\$11,840.05)	-202.64%
01.41411.115.00	TC/TC - Assistant Wages PT	\$17,297.16	\$0.00	\$3,797.15	\$13,500.01	\$0.00	\$13,500.01	78.05%
01.41411.141.00	TC/TC - Salary	\$48,153.18	\$7,408.00	\$41,475.58	\$6,677.60	\$5,554.50	\$1,123.10	2.33%
01.41411.211.00	TC/TC - Health Insurance	\$0.00	\$1,479.04	\$1,479.04	(\$1,479.04)	\$1,109.28	(\$2,588.32)	0.00%
01.41411.216.00	TC/TC - Dental Expense	\$0.00	\$128.96	\$128.96	(\$128.96)	\$96.72	(\$225.68)	0.00%
01.41411.220.00	TC/TC - SS	\$0.00	\$667.73	\$667.73	(\$667.73)	\$536.92	(\$1,204.65)	0.00%
01.41411.225.00	TC/TC - MC	\$0.00	\$156.16	\$156.16	(\$156.16)	\$125.56	(\$281.72)	0.00%
01.41411.230.00	TC/TC - Retirement	\$0.00	\$797.85	\$797.85	(\$797.85)	\$598.23	(\$1,396.08)	0.00%
01.41411.311.00	TC/TC - Lien Searches	\$1,500.00	\$1,380.00	\$2,285.00	(\$785.00)	\$0.00	(\$785.00)	-52.33%
01.41411.330.00	TC/TC - Telephone	\$400.00	\$53.74	\$269.73	\$130.27	\$0.00	\$130.27	32.57%
01.41411.540.00	TC/TC - Legal Notices/Advertis	\$250.00	\$0.00	\$193.20	\$56.80	\$0.00	\$56.80	22.72%
01.41411.550.00	TC/TC - Binding Vital Records	\$300.00	\$0.00	\$0.00	\$300.00	\$0.00	\$300.00	100.00%
01.41411.560.00	TC/TC - Dues & Subscriptions	\$80.00	\$20.00	\$60.00	\$20.00	\$0.00	\$20.00	25.00%
01.41411.561.00	TC/TC - Training	\$1,000.00	\$0.00	\$528.00	\$472.00	\$0.00	\$472.00	47.20%
01.41411.581.00	TC/TC - Mileage	\$1,350.00	\$577.21	\$1,048.08	\$301.92	\$0.00	\$301.92	22.36%
01.41411.582.00	TC/TC - Conference/Travel	\$300.00	\$0.00	\$82.55	\$217.45	\$0.00	\$217.45	72.48%
01.41411.583.00	TC/TC - Registry Redemptions	\$500.00	\$12.00	\$140.00	\$360.00	\$0.00	\$360.00	72.00%
01.41411.605.00	TC/TC - Postage	\$6,300.00	\$0.00	\$2,298.95	\$4,001.05	\$0.00	\$4,001.05	63.51%
01.41411.610.00	TC/TC - Dog Tags	\$350.00	\$0.00	\$519.35	(\$169.35)	\$0.00	(\$169.35)	-48.39%
01.41411.611.00	TC/TC - Office Supplies	\$2,000.00	\$125.37	\$1,650.28	\$349.72	\$0.00	\$349.72	17.49%
	DRA: Town Clerk/Tax Collector - 41411	\$85,623.34	\$16,185.63	\$72,141.78	\$13,481.56	\$11,140.09	\$2,341.47	2.73%

# Town of Lee

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Subtotal by Collapse Mask

Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.41501.111.00	Fin. Ad. - Finance Officer Sal	\$48,000.00	\$7,384.64	\$41,353.83	\$6,646.17	\$5,538.51	\$1,107.66	2.31%
01.41501.142.00	Fin. Ad. - Treasurer Salary PT	\$5,116.00	\$787.16	\$4,427.22	\$688.78	\$590.40	\$98.38	1.92%
01.41501.211.00	Fin. Ad. - Health Insurance	\$0.00	\$1,479.04	\$1,479.04	(\$1,479.04)	\$1,109.28	(\$2,588.32)	0.00%
01.41501.216.00	Fin. Ad. - Dental Expense	\$0.00	\$76.24	\$76.24	(\$76.24)	\$57.18	(\$133.42)	0.00%
01.41501.220.00	Fin. Ad. - SS	\$0.00	\$501.72	\$501.72	(\$501.72)	\$376.29	(\$878.01)	0.00%
01.41501.225.00	Fin. Ad. - MC	\$0.00	\$117.32	\$117.32	(\$117.32)	\$87.99	(\$205.31)	0.00%
01.41501.230.00	Fin. Ad. - Retirement	\$0.00	\$795.32	\$795.32	(\$795.32)	\$596.49	(\$1,391.81)	0.00%
01.41501.321.00	Fin. Ad. - Professional Audit	\$14,000.00	\$0.00	\$12,750.00	\$1,250.00	\$0.00	\$1,250.00	8.93%
01.41501.336.00	Fin. Ad. - Interest	\$200.00	\$0.00	\$3.00	\$197.00	\$0.00	\$197.00	98.50%
01.41501.430.00	Fin. Ad. - Equipment M & R	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%
01.41501.444.00	Fin. Ad. - Equipment Agreement	\$2,000.00	\$680.00	\$680.00	\$1,320.00	\$0.00	\$1,320.00	66.00%
01.41501.540.00	Fin. Ad. - Legal Notices/Adver	\$2,000.00	\$126.76	\$456.81	\$1,543.19	\$0.00	\$1,543.19	77.16%
01.41501.550.00	Fin. Ad. - Printing	\$2,000.00	\$0.00	\$1,287.29	\$712.71	\$0.00	\$712.71	35.64%
01.41501.560.00	Fin. Ad. - Dues & Subscription	\$4,200.00	\$0.00	\$4,229.88	(\$29.88)	\$0.00	(\$29.88)	-0.71%
01.41501.561.00	Fin. Ad. - Training	\$2,000.00	\$0.00	\$117.00	\$1,883.00	\$0.00	\$1,883.00	94.15%
01.41501.581.00	Fin. Ad. - Mileage	\$900.00	\$188.03	\$606.99	\$293.01	\$0.00	\$293.01	32.56%
01.41501.582.00	Fin. Ad. - Conference/Travel	\$1,200.00	\$888.66	\$1,285.35	(\$85.35)	\$0.00	(\$85.35)	-7.11%
01.41501.605.00	Fin. Ad. - Postage/IT	\$3,000.00	\$1,020.99	\$3,463.22	(\$463.22)	\$0.00	(\$463.22)	-15.44%
01.41501.611.00	Fin. Ad. - Office Supplies	\$4,500.00	\$75.28	\$1,608.96	\$2,891.04	\$0.00	\$2,891.04	64.25%
01.41501.612.00	Fin. Ad. - Kitchen Supplies	\$200.00	\$0.00	\$0.00	\$200.00	\$0.00	\$200.00	100.00%
01.41501.640.00	Fin. Ad. - Reference Materials	\$200.00	\$0.00	\$0.00	\$200.00	\$0.00	\$200.00	100.00%
01.41501.750.00	Fin. Ad. - New Equipment	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%
	DRA: Financial Administration - 41501	\$90,516.00	\$14,121.16	\$75,239.19	\$15,276.81	\$8,356.14	\$6,920.67	7.65%

**Town of Lee**

**Budget to Actual Report**

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Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.41502.330.01	Fin. Ad./IT - Tel./Landlines	\$1,800.00	\$172.84	\$937.77	\$862.23	\$0.00	\$862.23	47.90%
01.41502.331.00	Fin. Ad./IT - Computer Softwar	\$1,500.00	\$69.95	\$723.95	\$776.05	\$0.00	\$776.05	51.74%
01.41502.332.00	Fin. Ad./IT - Computer Service	\$38,500.00	\$9,257.55	\$30,832.29	\$7,667.71	\$0.00	\$7,667.71	19.92%
01.41502.333.00	Fin. Ad./IT - PEG Access	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.00%
01.41502.334.00	Fin. Ad./IT - Software Support	\$24,000.00	\$3,040.00	\$22,332.63	\$1,667.37	\$0.00	\$1,667.37	6.95%
01.41502.341.00	Fin. Ad./IT - Printer/Copier/F	\$5,500.00	\$680.00	\$6,120.00	(\$620.00)	\$0.00	(\$620.00)	-11.27%
01.41502.342.00	Fin. Ad./IT - Alarms	\$1,500.00	\$0.00	\$500.00	\$1,000.00	\$0.00	\$1,000.00	66.67%
01.41502.430.00	Fin. Ad./IT - M & R	\$2,000.00	\$0.00	\$904.80	\$1,095.20	\$0.00	\$1,095.20	54.76%
01.41502.561.00	Fin. Ad./IT - Training	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.00%
01.41502.750.00	Fin. Ad./IT - Computer Hardwar	\$18,000.00	\$0.00	\$11,931.21	\$6,068.79	\$0.00	\$6,068.79	33.72%
	DRA: IT Expenses - 41502	\$94,800.00	\$13,220.34	\$74,282.65	\$20,517.35	\$0.00	\$20,517.35	21.64%

**Town of Lee**

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Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.41521.320.00	Asses. - Assessing Firms	\$30,000.00	\$4,860.95	\$26,090.95	\$3,909.05	\$0.00	\$3,909.05	13.03%
01.41521.581.00	Asses. - Mileage	\$600.00	\$36.80	\$254.62	\$345.38	\$0.00	\$345.38	57.56%
	DRA: Assessing - 41521	\$30,600.00	\$4,897.75	\$26,345.57	\$4,254.43	\$0.00	\$4,254.43	13.90%

# Town of Lee

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Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.41531.000.00	Legal - General	\$35,000.00	\$1,572.51	\$5,911.84	\$29,088.16	\$0.00	\$29,088.16	83.11%
01.41531.000.01	Legal - P & Z	\$0.00	\$2,035.12	\$5,775.07	(\$5,775.07)	\$0.00	(\$5,775.07)	0.00%
01.41531.000.02	Legal - Fairpoint	\$0.00	(\$72.28)	(\$72.28)	\$72.28	\$0.00	\$72.28	0.00%
	DRA: Legal Fees - 41531	\$35,000.00	\$3,535.35	\$11,614.63	\$23,385.37	\$0.00	\$23,385.37	66.82%

# Town of Lee

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Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.41551.190.00	Pers. Ad. - Bonus	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.00%
01.41551.191.00	Pers. Ad. - Pay in Lieu of Vac	\$15,250.00	\$1,461.60	\$2,291.60	\$12,958.40	\$0.00	\$12,958.40	84.97%
01.41551.211.00	Pers. Ad. - Health Insurance	\$451,000.00	\$34,020.69	\$315,737.86	\$135,262.14	\$0.00	\$135,262.14	29.99%
01.41551.215.00	Pers. Ad. - Health Insurance B	\$4,400.00	\$961.35	\$2,884.05	\$1,515.95	\$1,924.70	(\$408.75)	-9.29%
01.41551.220.00	Pers. Ad. - SS	\$58,712.00	\$59.60	\$39,782.27	\$18,929.73	\$119.24	\$18,810.49	32.04%
01.41551.225.00	Pers. Ad. - MC	\$20,665.74	\$34.60	\$14,298.42	\$6,367.32	\$27.89	\$6,339.43	30.68%
01.41551.230.00	Pers. Ad. - Retirement	\$0.00	\$369.89	\$369.89	(\$369.89)	\$6.45	(\$376.34)	0.00%
01.41551.230.01	Pers. Ad. - Retirement - Group	\$62,108.07	\$0.00	\$47,207.27	\$14,900.80	\$0.00	\$14,900.80	23.99%
01.41551.230.02	Pers. Ad. - Retirement - Group	\$135,831.45	\$0.00	\$92,791.43	\$43,040.02	\$0.00	\$43,040.02	31.69%
01.41551.250.00	Pers. Ad. - Unemployment	\$5,000.00	\$0.00	\$4,007.00	\$993.00	\$0.00	\$993.00	19.86%
01.41551.260.00	Pers. Ad. - Worker's Compensat	\$0.00	\$0.00	\$35,359.00	(\$35,359.00)	\$0.00	(\$35,359.00)	0.00%
01.41551.415.00	Pers. Ad. - Background Check	\$0.00	\$0.00	\$100.00	(\$100.00)	\$0.00	(\$100.00)	0.00%
01.41551.615.00	Pers. Ad. - Special Awards/Flo	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%
01.41551.630.00	Pers. Ad. - Food/Meetings	\$500.00	\$0.00	\$140.44	\$359.56	\$0.00	\$359.56	71.91%
	DRA: Personnel Administration - 41551	\$754,967.26	\$36,907.73	\$554,969.23	\$199,998.03	\$2,078.28	\$197,919.75	26.22%

# Town of Lee

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01.41911.112.00	P & Z - Administrator Wages	\$50,188.00	\$7,721.61	\$43,856.33	\$6,331.67	\$7,142.48	(\$810.81)	-1.62%
01.41911.130.00	P & Z - Overtime	\$3,500.00	\$0.00	\$1,140.02	\$2,359.98	\$0.00	\$2,359.98	67.43%
01.41911.211.00	P & Z - Health Insurance	\$0.00	\$2,958.08	\$2,958.08	(\$2,958.08)	\$2,958.08	(\$5,916.16)	0.00%
01.41911.216.00	P & Z - Dental Expense	\$0.00	\$146.56	\$146.56	(\$146.56)	\$146.56	(\$293.12)	0.00%
01.41911.220.00	P & Z - SS	\$0.00	\$473.08	\$473.08	(\$473.08)	\$437.17	(\$910.25)	0.00%
01.41911.225.00	P & Z - MC	\$0.00	\$110.64	\$110.64	(\$110.64)	\$102.24	(\$212.88)	0.00%
01.41911.230.00	P & Z - Retirement	\$0.00	\$831.61	\$831.61	(\$831.61)	\$769.23	(\$1,600.84)	0.00%
01.41911.330.01	P & Z - Tel./Landline	\$1,200.00	\$125.64	\$992.06	\$207.94	\$0.00	\$207.94	17.33%
01.41911.332.00	P & Z - Outside Consulting	\$1,050.00	\$0.00	\$0.00	\$1,050.00	\$0.00	\$1,050.00	100.00%
01.41911.350.00	P & Z - Legal Expense	\$5,000.00	(\$3,125.00)	\$25,326.25	(\$20,326.25)	\$0.00	(\$20,326.25)	-406.53%
01.41911.430.00	P & Z - Vehicle M & R	\$850.00	\$1,733.46	\$1,892.39	(\$1,042.39)	\$0.00	(\$1,042.39)	-122.63%
01.41911.444.00	P & Z - Equipment Lease	\$2,500.00	\$615.00	\$2,292.52	\$207.48	\$0.00	\$207.48	8.30%
01.41911.501.00	P & Z - Strafford County Regio	\$4,916.78	\$0.00	\$4,916.78	\$0.00	\$0.00	\$0.00	0.00%
01.41911.502.00	P & Z - Recording Fees	\$50.00	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00	100.00%
01.41911.540.00	P & Z - Legal Expense	\$5,500.00	\$508.49	\$8,191.87	(\$2,691.87)	\$0.00	(\$2,691.87)	-48.94%
01.41911.560.00	P & Z - Dues & Subscriptions	\$1,205.00	\$194.00	\$229.00	\$976.00	\$0.00	\$976.00	81.00%
01.41911.561.00	P & Z - Training	\$1,000.00	\$155.00	\$487.37	\$512.63	\$0.00	\$512.63	51.26%
01.41911.581.00	P & Z - Mileage	\$100.00	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00	100.00%
01.41911.605.00	P & Z - Postage	\$1,150.00	\$0.00	\$1,172.94	(\$22.94)	\$0.00	(\$22.94)	-1.99%
01.41911.611.00	P & Z - Office Supplies	\$1,100.00	\$156.58	\$632.59	\$467.41	\$0.00	\$467.41	42.49%
01.41911.622.00	P & Z - Electricity	\$1,250.00	\$70.58	\$637.12	\$612.88	\$0.00	\$612.88	49.03%
01.41911.626.00	P & Z - Gas/Oil Vehicle	\$1,200.00	\$99.04	\$364.46	\$835.54	\$0.00	\$835.54	69.63%
01.41911.640.00	P & Z - Resource Materials	\$250.00	\$0.00	\$0.00	\$250.00	\$0.00	\$250.00	100.00%
01.41911.750.00	P & Z - New Equipment	\$300.00	\$0.00	\$4.45	\$295.55	\$0.00	\$295.55	98.52%
	DRA: Planning & Zoning - 41911	\$82,309.78	\$12,774.37	\$96,656.12	(\$14,346.34)	\$11,555.76	(\$25,902.10)	-31.47%

# Town of Lee

## Budget to Actual Report

From Date: 4/1/2015

To Date: 5/31/2015

Fiscal Year: 2014-2015

Subtotal by Collapse Mask

Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.41941.112.00	Build. - Maintenance Wages FT	\$38,400.96	\$5,907.20	\$33,357.22	\$5,043.74	\$5,464.16	(\$420.42)	-1.09%
01.41941.115.00	Build. - Maintenance Wages PT	\$11,848.32	\$1,892.00	\$2,622.00	\$9,226.32	\$1,776.00	\$7,450.32	62.88%
01.41941.130.00	Build. - Overtime	\$500.00	\$0.00	\$885.00	(\$385.00)	\$0.00	(\$385.00)	-77.00%
01.41941.211.00	Build. - Health Insurance	\$0.00	\$2,958.08	\$2,958.08	(\$2,958.08)	\$2,958.08	(\$5,916.16)	0.00%
01.41941.216.00	Build. - Dental Expense	\$0.00	\$146.56	\$146.56	(\$146.56)	\$146.56	(\$293.12)	0.00%
01.41941.220.00	Build. - SS	\$0.00	\$480.19	\$480.19	(\$480.19)	\$445.52	(\$925.71)	0.00%
01.41941.225.00	Build. - MC	\$0.00	\$112.32	\$112.32	(\$112.32)	\$104.20	(\$216.52)	0.00%
01.41941.230.00	Build. - Retirement	\$0.00	\$636.20	\$636.20	(\$636.20)	\$588.48	(\$1,224.68)	0.00%
01.41941.330.03	Build. - Tel./Cell Phone Reimb	\$360.00	\$0.00	\$180.00	\$180.00	\$0.00	\$180.00	50.00%
01.41941.424.00	Build. - Landscape	\$500.00	\$177.94	\$327.91	\$172.09	\$0.00	\$172.09	34.42%
01.41941.430.00	Build. - M & R	\$15,000.00	\$3,407.23	\$15,874.05	(\$874.05)	\$0.00	(\$874.05)	-5.83%
01.41941.441.00	Build. - Uniforms	\$300.00	\$38.72	\$221.90	\$78.10	\$0.00	\$78.10	26.03%
01.41941.581.00	Build. - Mileage	\$500.00	\$0.00	\$242.96	\$257.04	\$0.00	\$257.04	51.41%
01.41941.610.01	Build. - Supplies	\$6,370.00	\$857.17	\$3,257.07	\$3,112.93	\$0.00	\$3,112.93	48.87%
01.41941.610.02	Build. - Supplies/Energy Commi	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.00%
01.41941.613.02	Build. - Bottled Water/Town Ha	\$800.00	\$66.79	\$513.87	\$286.13	\$0.00	\$286.13	35.77%
01.41941.622.01	Build. - Electricity/Caution L	\$0.00	\$112.82	\$112.82	(\$112.82)	\$0.00	(\$112.82)	0.00%
01.41941.622.03	Build. - Elec./Tennis Court	\$0.00	\$55.64	\$55.64	(\$55.64)	\$0.00	(\$55.64)	0.00%
01.41941.622.04	Build. - Elec./Town Hall	\$5,250.00	\$644.91	\$4,201.20	\$1,048.80	\$0.00	\$1,048.80	19.98%
01.41941.622.06	Build. - Elec./Vault	\$0.00	\$21.74	\$21.74	(\$21.74)	\$0.00	(\$21.74)	0.00%
01.41941.623.00	Build. - Heat/Town Hall Comple	\$6,000.00	\$611.36	\$4,124.16	\$1,875.84	\$0.00	\$1,875.84	31.26%
01.41941.760.00	Build. - JLSC	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%
	DRA: Government Buildings - 41941	\$88,329.28	\$18,126.87	\$70,330.89	\$17,998.39	\$11,483.00	\$6,515.39	7.38%



# Town of Lee

## Budget to Actual Report

From Date: 4/1/2015

To Date: 5/31/2015

Fiscal Year: 2014-2015

Subtotal by Collapse Mask

Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.41951.114.00	Cem. - Superintendent Salary	\$600.00	\$0.00	\$450.00	\$150.00	\$150.00	\$0.00	0.00%
01.41951.220.00	Cem. - SS	\$0.00	\$0.00	\$0.00	\$0.00	\$9.30	(\$9.30)	0.00%
01.41951.225.00	Cem. - MC	\$0.00	\$0.00	\$0.00	\$0.00	\$2.18	(\$2.18)	0.00%
01.41951.230.00	Cem. - Retirement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.50	(\$0.50)	0.00%
01.41951.430.00	Cem. - M & R	\$4,500.00	\$158.65	\$2,987.33	\$1,512.67	\$0.00	\$1,512.67	33.61%
01.41951.610.00	Cem. - Flags	\$414.00	\$0.00	\$0.00	\$414.00	\$0.00	\$414.00	100.00%
01.41951.611.00	Cem. - Office Supplies	\$100.00	\$0.00	\$0.48	\$99.52	\$0.00	\$99.52	99.52%
01.41951.740.00	Cem. - Cap. Improve./Fences +	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%
01.41951.750.00	Cem. - New Equipment	\$0.00	\$0.00	\$650.00	(\$650.00)	\$0.00	(\$650.00)	0.00%
01.41951.753.00	Cem. - Memorial Replacement	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	100.00%
	DRA: Cemetery - 41951	\$11,114.00	\$158.65	\$4,087.81	\$7,026.19	\$161.98	\$6,864.21	61.76%

**Town of Lee**

**Budget to Actual Report**

From Date: 4/1/2015

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Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.41961.000.00	Ins. - Property Liability	\$82,601.00	\$0.00	\$0.00	\$82,601.00	\$0.00	\$82,601.00	100.00%
01.41961.520.01	Ins. - Fire Accident & Health	\$5,461.00	\$0.00	\$47,520.00	(\$42,059.00)	\$0.00	(\$42,059.00)	-770.17%
01.41961.520.02	Ins. - Deductible	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.00%
	DRA: Insurance - 41961	\$90,062.00	\$0.00	\$47,520.00	\$42,542.00	\$0.00	\$42,542.00	47.24%

# Town of Lee

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Filter Encumbrance Detail by Date Range

Account Number

Description

GL Budget

Range To Date

YTD

Balance

Encumbrance

Budget Balance % Bud

01.41991.000.00	Other General Government	\$5,000.00	\$0.00	\$4,539.42	\$460.58	\$0.00	\$460.58	9.21%
	DRA: Other General Government - 41991	\$5,000.00	\$0.00	\$4,539.42	\$460.58	\$0.00	\$460.58	9.21%

# Town of Lee

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Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.42101.111.00	Police - Chief Salary	\$80,280.12	\$11,694.12	\$65,478.84	\$14,801.28	\$8,770.56	\$6,030.72	7.51%
01.42101.112.01	Police -Sergeant Wages	\$111,639.00	\$8,348.61	\$39,482.96	\$72,156.04	\$7,311.20	\$64,844.84	58.08%
01.42101.112.02	Police - Senior Patrol Wages	\$95,132.34	\$7,807.80	\$46,152.80	\$48,979.54	\$6,837.60	\$42,141.94	44.30%
01.42101.112.03	Police - Patrol Wages	\$92,056.02	\$31,299.44	\$162,522.96	(\$70,466.94)	\$26,693.28	(\$97,160.22)	-105.54%
01.42101.112.04	Police - Secretary Wages	\$40,730.64	\$6,659.58	\$36,411.11	\$4,319.53	\$5,964.40	(\$1,644.87)	-4.04%
01.42101.112.05	Police - Officer Holiday Pay	\$14,425.00	\$0.00	\$9,092.26	\$5,332.74	\$0.00	\$5,332.74	36.97%
01.42101.130.01	Police - Officer Overtime	\$27,075.00	\$0.00	\$12,450.73	\$14,624.27	\$0.00	\$14,624.27	54.01%
01.42101.211.00	Police - Health Insurance	\$0.00	\$22,000.64	\$22,000.64	(\$22,000.64)	\$21,353.56	(\$43,354.20)	0.00%
01.42101.216.00	Police - Dental Expense	\$0.00	\$1,362.32	\$1,362.32	(\$1,362.32)	\$1,330.08	(\$2,692.40)	0.00%
01.42101.220.00	Police - SS	\$0.00	\$412.89	\$412.89	(\$412.89)	\$369.78	(\$782.67)	0.00%
01.42101.225.00	Police - MC	\$0.00	\$893.96	\$893.96	(\$893.96)	\$743.73	(\$1,637.69)	0.00%
01.42101.230.00	Police - Retirement	\$0.00	\$15,682.14	\$15,682.14	(\$15,682.14)	\$13,194.37	(\$28,876.51)	0.00%
01.42101.320.00	Police - CALEA	\$4,000.00	\$0.00	\$0.00	\$4,000.00	\$0.00	\$4,000.00	100.00%
01.42101.330.01	Police - Tel./Landlines	\$4,250.00	\$337.44	\$4,166.75	\$83.25	\$0.00	\$83.25	1.96%
01.42101.330.02	Police - Tel./Cell Phones	\$0.00	\$347.31	\$347.31	(\$347.31)	\$0.00	(\$347.31)	0.00%
01.42101.330.03	Police - Tel./Cell Phone Reimb	\$0.00	\$60.00	\$60.00	(\$60.00)	\$0.00	(\$60.00)	0.00%
01.42101.335.00	Police - Evidence	\$300.00	\$0.00	\$186.36	\$113.64	\$0.00	\$113.64	37.88%
01.42101.350.00	Police - Attorney	\$6,925.56	\$1,154.26	\$6,348.43	\$577.13	\$0.00	\$577.13	8.33%
01.42101.431.00	Police - Vehicle Repair	\$13,500.00	\$3,384.09	\$8,270.67	\$5,229.33	\$0.00	\$5,229.33	38.74%
01.42101.432.00	Police - Radio Repair	\$1,100.00	\$0.00	\$798.33	\$301.67	\$0.00	\$301.67	27.42%
01.42101.441.00	Police - Uniforms	\$3,600.00	\$745.38	\$5,209.85	(\$1,609.85)	\$0.00	(\$1,609.85)	-44.72%
01.42101.444.00	Police - Lease Agreements/Cont	\$12,800.00	\$3,006.82	\$13,627.41	(\$827.41)	\$0.00	(\$827.41)	-6.46%
01.42101.555.00	Police - Printing	\$1,500.00	\$306.81	\$675.58	\$824.42	\$0.00	\$824.42	54.96%
01.42101.560.00	Police - Dues	\$500.00	\$100.00	\$250.00	\$250.00	\$0.00	\$250.00	50.00%
01.42101.561.00	Police - Training	\$4,500.00	\$29.14	\$4,016.47	\$483.53	\$0.00	\$483.53	10.75%
01.42101.611.00	Police - Supplies	\$2,500.00	\$336.70	\$3,012.53	(\$512.53)	\$0.00	(\$512.53)	-20.50%
01.42101.621.00	Police - Heat	\$8,000.00	\$521.77	\$6,877.22	\$1,122.78	\$0.00	\$1,122.78	14.03%
01.42101.622.00	Police - Electricity	\$10,250.00	\$734.73	\$8,519.15	\$1,730.85	\$0.00	\$1,730.85	16.89%
01.42101.626.00	Police - Gas/Oil/ Vehicles	\$20,000.00	\$3,202.59	\$18,332.33	\$1,667.67	\$0.00	\$1,667.67	8.34%
01.42101.750.00	Police - New Equipment	\$7,000.00	\$5,367.40	\$12,643.86	(\$5,643.86)	\$0.00	(\$5,643.86)	-80.63%
	DRA: Police Department - 42101	\$562,063.68	\$125,795.94	\$505,285.86	\$56,777.82	\$92,568.56	(\$35,790.74)	-6.37%

## Town of Lee

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Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.42121.531.02	Dispatch - Strafford County Di	\$7,065.00	\$6,711.70	\$6,711.70	\$353.30	\$0.00	\$353.30	5.00%
01.42121.532.01	Dispatch - UNH Police Dept. fo	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	100.00%
	DRA: Police Special Duty - 42121	\$17,065.00	\$6,711.70	\$6,711.70	\$10,353.30	\$0.00	\$10,353.30	60.67%

# Town of Lee

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Include pre encumbrance

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Filter Encumbrance Detail by Date Range

Account Number

Description

GL Budget

Range To Date

YTD

Balance

Encumbrance

Budget Balance % Bud

01.42151.500.00	Ambulance	\$14,501.00	\$0.00	\$14,501.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	DRA: Ambulance - 42151	\$14,501.00	\$0.00	\$14,501.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

# Town of Lee

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 Include pre encumbrance

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 Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.42201.111.00	Fire - Chief Salary	\$57,000.00	\$8,769.20	\$49,107.70	\$7,892.30	\$6,576.91	\$1,315.39	2.31%
01.42201.112.05	Fire - FT Lieutenant Wages	\$36,853.62	\$6,426.00	\$33,993.54	\$2,860.08	\$5,434.56	(\$2,574.48)	-6.99%
01.42201.112.06	Fire - FT FF Wages	\$38,188.80	\$0.00	\$0.00	\$38,188.80	\$0.00	\$38,188.80	100.00%
01.42201.112.07	Fire - FT FF Holiday Wages	\$3,000.00	\$0.00	\$403.92	\$2,596.08	\$0.00	\$2,596.08	86.54%
01.42201.114.00	Fire - PT Deputy Salary	\$7,682.00	\$0.00	\$5,761.14	\$1,920.86	(\$1,921.00)	\$3,841.86	50.01%
01.42201.115.05	Fire - Part Time FF Wages	\$0.00	\$4,645.08	\$22,270.31	(\$22,270.31)	\$4,296.70	(\$26,567.01)	0.00%
01.42201.116.05	Fire - On Call Lieutenant Wage	\$47,000.00	\$681.00	\$681.00	\$46,319.00	\$0.00	\$46,319.00	98.55%
01.42201.116.06	Fire - On Call Firefighter Wag	\$0.00	\$3,460.10	\$25,386.46	(\$25,386.46)	\$0.00	(\$25,386.46)	0.00%
01.42201.119.00	Fire - Night Shift Incentive	\$18,000.00	\$3,125.00	\$17,525.00	\$475.00	\$0.00	\$475.00	2.64%
01.42201.130.00	Fire - Overtime	\$3,000.00	\$0.00	\$2,313.36	\$686.64	\$0.00	\$686.64	22.89%
01.42201.211.00	Fire - Health Insurance	\$0.00	\$5,953.12	\$5,953.12	(\$5,953.12)	\$5,111.92	(\$11,065.04)	0.00%
01.42201.216.00	Fire - Dental Expense	\$0.00	\$340.80	\$340.80	(\$340.80)	\$287.84	(\$628.64)	0.00%
01.42201.220.00	Fire - SS	\$0.00	\$738.49	\$738.49	(\$738.49)	\$147.30	(\$885.79)	0.00%
01.42201.225.00	Fire - MC	\$0.00	\$376.80	\$376.80	(\$376.80)	\$222.87	(\$599.67)	0.00%
01.42201.230.00	Fire - Retirement - Group II	\$0.00	\$4,215.14	\$4,215.14	(\$4,215.14)	\$3,332.01	(\$7,547.15)	0.00%
01.42201.330.01	Fire - Tel./Landlines	\$2,100.00	\$269.18	\$1,328.87	\$771.13	\$0.00	\$771.13	36.72%
01.42201.431.01	Fire - Equipment M & R	\$8,500.00	\$3,109.15	\$6,459.41	\$2,040.59	\$0.00	\$2,040.59	24.01%
01.42201.431.02	Fire - Vehicle Equipment M & R	\$8,000.00	\$474.01	\$6,374.46	\$1,625.54	\$0.00	\$1,625.54	20.32%
01.42201.432.00	Fire - Radio Repair	\$2,500.00	\$549.00	\$1,691.00	\$809.00	\$0.00	\$809.00	32.36%
01.42201.441.00	Fire - Uniforms	\$1,500.00	\$0.00	\$1,175.29	\$324.71	\$0.00	\$324.71	21.65%
01.42201.444.00	Fire - Lease Agreem./Contracts	\$9,000.00	\$0.00	\$6,628.10	\$2,371.90	\$0.00	\$2,371.90	26.35%
01.42201.555.01	Fire - Printing	\$100.00	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00	100.00%
01.42201.555.02	Fire - Fire Prevention Safety	\$1,000.00	\$310.00	\$611.58	\$388.42	\$0.00	\$388.42	38.84%
01.42201.560.00	Fire - Dues/Subscriptions	\$5,000.00	\$1,117.60	\$4,592.72	\$407.28	\$0.00	\$407.28	8.15%
01.42201.561.00	Fire - Training	\$5,000.00	\$195.00	\$2,955.00	\$2,045.00	\$0.00	\$2,045.00	40.90%
01.42201.582.00	Fire - Conference/Travel	\$0.00	\$0.00	\$574.32	(\$574.32)	\$0.00	(\$574.32)	0.00%
01.42201.605.00	Fire - Postage	\$50.00	\$0.00	\$25.17	\$24.83	\$0.00	\$24.83	49.66%
01.42201.611.01	Fire - Office Supplies	\$2,000.00	\$0.00	\$864.38	\$1,135.62	\$0.00	\$1,135.62	56.78%
01.42201.611.02	Fire - Supplies	\$2,000.00	\$324.07	\$1,351.99	\$648.01	\$0.00	\$648.01	32.40%
01.42201.611.03	Fire - Medical Supplies	\$2,000.00	\$336.33	\$775.30	\$1,224.70	\$0.00	\$1,224.70	61.24%
01.42201.613.00	Fire - Bottled Water	\$650.00	\$19.12	\$263.65	\$386.35	\$0.00	\$386.35	59.44%
01.42201.621.00	Fire - Heat	\$8,500.00	\$584.06	\$7,204.49	\$1,295.51	\$0.00	\$1,295.51	15.24%
01.42201.622.00	Fire - Electricity	\$10,250.00	\$734.74	\$8,519.14	\$1,730.86	\$0.00	\$1,730.86	16.89%
01.42201.626.00	Fire - Gas/Oil/Fuel	\$200.00	\$0.00	\$0.00	\$200.00	\$0.00	\$200.00	100.00%
01.42201.627.00	Fire - Diesel Fuel	\$7,500.00	\$1,657.32	\$7,563.16	(\$63.16)	\$0.00	(\$63.16)	-0.84%
01.42201.631.00	Fire - Special Events	\$500.00	\$72.92	\$338.15	\$161.85	\$0.00	\$161.85	32.37%
01.42201.632.00	Fire - Pers. Protective Equip.	\$10,000.00	\$709.76	\$8,605.72	\$1,394.28	\$0.00	\$1,394.28	13.94%
01.42201.750.00	Fire - New Equipment	\$15,000.00	\$1,848.69	\$12,056.14	\$2,943.86	\$0.00	\$2,943.86	19.63%
	DRA: Fire Department - 42201	\$312,074.42	\$51,041.68	\$249,024.82	\$63,049.60	\$23,489.11	\$39,560.49	12.68%

# Town of Lee

## Budget to Actual Report

From Date: 4/1/2015

To Date: 5/31/2015

Fiscal Year: 2014-2015

Subtotal by Collapse Mask

Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.42401.115.00	Code Enforce. - Build. Insp. W	\$31,200.00	\$5,003.10	\$23,639.70	\$7,560.30	\$4,075.92	\$3,484.38	11.17%
01.42401.220.00	Code Enforce. - SS	\$0.00	\$310.20	\$310.20	(\$310.20)	\$252.71	(\$562.91)	0.00%
01.42401.225.00	Code Enforce. - MC	\$0.00	\$72.55	\$72.55	(\$72.55)	\$59.09	(\$131.64)	0.00%
	DRA: Code Enforcement - 42401	\$31,200.00	\$5,385.85	\$24,022.45	\$7,177.55	\$4,387.72	\$2,789.83	8.94%



## Town of Lee

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Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.42901.113.00	EOC - Assist. Em. Man. Dir. Wa	\$3,000.00	\$0.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%
01.42901.115.00	EOC - Wages	\$0.00	\$0.00	\$386.08	(\$386.08)	\$0.00	(\$386.08)	0.00%
01.42901.130.00	EOC - Overtime	\$0.00	\$0.00	\$543.00	(\$543.00)	\$0.00	(\$543.00)	0.00%
01.42901.611.00	EOC - Supplies	\$6,200.00	\$0.00	\$6,852.87	(\$652.87)	\$0.00	(\$652.87)	-10.53%
	DRA: Emergency Management - 42901	\$9,200.00	\$0.00	\$7,781.95	\$1,418.05	\$0.00	\$1,418.05	15.41%

# Town of Lee

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Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.43111.111.00	Highway - Road Agent Salary	\$62,511.72	\$9,617.32	\$53,856.60	\$8,655.12	\$7,212.98	\$1,442.14	2.31%
01.43111.112.01	Highway - Road Agent Asst. Wag	\$43,152.12	\$6,764.51	\$38,356.40	\$4,795.72	\$6,142.00	(\$1,346.28)	-3.12%
01.43111.112.02	Highway - FT Wages	\$40,659.24	\$6,343.98	\$35,981.78	\$4,677.46	\$5,786.80	(\$1,109.34)	-2.73%
01.43111.112.03	Highway - Holiday Wages	\$3,500.00	\$0.00	\$0.00	\$3,500.00	\$0.00	\$3,500.00	100.00%
01.43111.116.00	Highway - PT On Call Wages	\$6,500.00	\$0.00	\$7,654.65	(\$1,154.65)	\$0.00	(\$1,154.65)	-17.76%
01.43111.130.00	Highway - Overtime	\$9,000.00	\$0.00	\$7,353.30	\$1,646.70	\$0.00	\$1,646.70	18.30%
01.43111.211.00	Highway - Health Insurance	\$0.00	\$11,980.08	\$11,980.08	(\$11,980.08)	\$10,981.74	(\$22,961.82)	0.00%
01.43111.216.00	Highway - Dental Expense	\$0.00	\$771.12	\$771.12	(\$771.12)	\$706.86	(\$1,477.98)	0.00%
01.43111.220.00	Highway - SS	\$0.00	\$1,406.13	\$1,406.13	(\$1,406.13)	\$1,183.80	(\$2,589.93)	0.00%
01.43111.225.00	Highway - MC	\$0.00	\$328.84	\$328.84	(\$328.84)	\$276.83	(\$605.67)	0.00%
01.43111.230.00	Highway - Retirement	\$0.00	\$2,447.55	\$2,447.55	(\$2,447.55)	\$2,061.53	(\$4,509.08)	0.00%
01.43111.306.00	Highway - Misc./Engineering	\$6,000.00	\$200.00	\$1,909.64	\$4,090.36	\$0.00	\$4,090.36	68.17%
01.43111.330.01	Highway - Tel./Landlines	\$1,520.00	\$121.18	\$1,143.13	\$376.87	\$0.00	\$376.87	24.79%
01.43111.414.00	Highway - Medical Drug Testing	\$750.00	\$0.00	\$379.00	\$371.00	\$0.00	\$371.00	49.47%
01.43111.424.00	Highway - LRP Maintenance	\$11,250.00	\$645.00	\$7,990.76	\$3,259.24	\$0.00	\$3,259.24	28.97%
01.43111.430.00	Highway - Subcontracted Repair	\$8,000.00	\$0.00	\$1,077.00	\$6,923.00	\$0.00	\$6,923.00	86.54%
01.43111.431.01	Highway - Parts/In House Repai	\$14,500.00	\$2,367.13	\$10,259.80	\$4,240.20	\$0.00	\$4,240.20	29.24%
01.43111.431.02	Highway - Wear Edges (Plows &	\$3,500.00	\$2,850.30	\$3,466.30	\$33.70	\$0.00	\$33.70	0.96%
01.43111.431.03	Highway - Building M & R	\$2,500.00	\$0.00	\$1,237.81	\$1,262.19	\$0.00	\$1,262.19	50.49%
01.43111.441.00	Highway - Uniforms	\$1,700.00	\$192.48	\$1,119.25	\$580.75	\$0.00	\$580.75	34.16%
01.43111.442.00	Highway - Rented & Hired Equip	\$16,000.00	\$300.00	\$8,720.72	\$7,279.28	\$0.00	\$7,279.28	45.50%
01.43111.450.00	Highway - Signs & Warning Devi	\$3,000.00	\$0.00	\$280.42	\$2,719.58	\$0.00	\$2,719.58	90.65%
01.43111.451.00	Highway - Tires	\$2,500.00	\$0.00	\$104.12	\$2,395.88	\$0.00	\$2,395.88	95.84%
01.43111.611.01	Highway - Office Supplies	\$250.00	\$0.00	\$304.57	(\$54.57)	\$0.00	(\$54.57)	-21.83%
01.43111.611.02	Highway - Supplies - Other	\$3,000.00	\$474.18	\$2,531.40	\$468.60	\$0.00	\$468.60	15.62%
01.43111.621.00	Highway - Heat	\$6,500.00	\$481.79	\$4,115.23	\$2,384.77	\$0.00	\$2,384.77	36.69%
01.43111.622.01	Highway - Elec./Annex 04362140	\$1,750.00	\$188.18	\$1,593.85	\$156.15	\$0.00	\$156.15	8.92%
01.43111.626.00	Highway - Gas	\$3,200.00	\$682.89	\$4,755.55	(\$1,555.55)	\$0.00	(\$1,555.55)	-48.61%
01.43111.627.00	Highway - Diesel	\$18,500.00	\$1,092.69	\$11,052.82	\$7,447.18	\$0.00	\$7,447.18	40.26%
01.43111.650.00	Highway - Paving & Asphalt	\$170,000.00	\$0.00	\$152,641.98	\$17,358.02	\$0.00	\$17,358.02	10.21%
01.43111.651.00	Highway - Stone/Sand/Gravel	\$9,500.00	\$7,462.00	\$7,730.94	\$1,769.06	\$0.00	\$1,769.06	18.62%
01.43111.652.00	Highway - Culverts/Guard Rails	\$5,000.00	\$0.00	\$672.50	\$4,327.50	\$0.00	\$4,327.50	86.55%
01.43111.653.00	Highway - Salt/Sand/Magnesium	\$25,000.00	\$3,285.49	\$20,741.74	\$4,258.26	\$0.00	\$4,258.26	17.03%
01.43111.750.00	Highway - New Equipment/Tools	\$1,000.00	\$154.24	\$631.25	\$368.75	\$0.00	\$368.75	36.88%
	DRA: Highway Department - 43111	\$480,243.08	\$60,157.08	\$404,596.23	\$75,646.85	\$34,352.54	\$41,294.31	8.60%

# Town of Lee

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Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.43211.111.00	TS - Manager	\$47,909.40	\$7,372.52	\$41,275.05	\$6,634.35	\$5,529.41	\$1,104.94	2.31%
01.43211.112.00	TS - FT Wages	\$33,436.62	\$5,581.77	\$29,263.59	\$4,173.03	\$4,759.68	(\$586.65)	-1.75%
01.43211.115.00	TS - PT Wages	\$36,164.52	\$5,078.25	\$27,181.35	\$8,983.17	\$1,674.69	\$7,308.48	20.21%
01.43211.130.00	TS - Overtime	\$1,538.00	\$0.00	\$161.98	\$1,376.02	\$0.00	\$1,376.02	89.47%
01.43211.211.00	TS - Health Insurance	\$0.00	\$5,953.12	\$5,953.12	(\$5,953.12)	\$5,306.04	(\$11,259.16)	0.00%
01.43211.216.00	TS - Dental Expense	\$0.00	\$340.80	\$340.80	(\$340.80)	\$308.56	(\$649.36)	0.00%
01.43211.220.00	TS - SS	\$0.00	\$1,052.22	\$1,052.22	(\$1,052.22)	\$681.95	(\$1,734.17)	0.00%
01.43211.225.00	TS - MC	\$0.00	\$246.05	\$246.05	(\$246.05)	\$159.47	(\$405.52)	0.00%
01.43211.230.00	TS - Retirement	\$0.00	\$1,395.18	\$1,395.18	(\$1,395.18)	\$1,108.13	(\$2,503.31)	0.00%
01.43211.306.00	TS - Engineering	\$100.00	\$0.00	\$0.00	\$100.00	\$0.00	\$100.00	100.00%
01.43211.312.00	TS - Compliance	\$200.00	\$0.00	\$72.00	\$128.00	\$0.00	\$128.00	64.00%
01.43211.330.01	TS - Tel./Landlines	\$735.00	\$61.64	\$577.96	\$157.04	\$0.00	\$157.04	21.37%
01.43211.330.03	TS - Tel./Cell Phone Reim.	\$0.00	\$30.00	\$30.00	(\$30.00)	\$0.00	(\$30.00)	0.00%
01.43211.421.01	TS - Recycling Expense	\$3,000.00	\$953.00	\$964.50	\$2,035.50	\$0.00	\$2,035.50	67.85%
01.43211.421.02	TS - CFC Removal	\$200.00	\$0.00	\$0.00	\$200.00	\$0.00	\$200.00	100.00%
01.43211.425.00	TS - Grounds Maintenance	\$2,500.00	\$85.28	\$1,271.57	\$1,228.43	\$0.00	\$1,228.43	49.14%
01.43211.431.00	TS - Equipment M & R	\$7,000.00	\$361.53	\$4,372.98	\$2,627.02	\$0.00	\$2,627.02	37.53%
01.43211.441.00	TS - Uniforms	\$2,200.00	\$138.73	\$1,389.70	\$810.30	\$0.00	\$810.30	36.83%
01.43211.445.00	TS - Porta Potty	\$700.00	\$100.00	\$574.00	\$126.00	\$0.00	\$126.00	18.00%
01.43211.555.00	TS - Printing	\$450.00	\$0.00	\$0.00	\$450.00	\$0.00	\$450.00	100.00%
01.43211.560.00	TS - Dues & Subscriptions	\$400.00	\$80.00	\$383.10	\$16.90	\$0.00	\$16.90	4.23%
01.43211.561.00	TS - Training	\$1,000.00	\$450.00	\$898.14	\$101.86	\$0.00	\$101.86	10.19%
01.43211.581.00	TS - Mileage	\$0.00	\$168.49	\$168.49	(\$168.49)	\$0.00	(\$168.49)	0.00%
01.43211.605.00	TS - Postage	\$50.00	\$0.00	\$0.00	\$50.00	\$0.00	\$50.00	100.00%
01.43211.611.00	TS - Office Supplies	\$1,200.00	\$17.17	\$1,197.96	\$2.04	\$0.00	\$2.04	0.17%
01.43211.611.02	TS - Other	\$500.00	\$310.00	\$440.75	\$59.25	\$0.00	\$59.25	11.85%
01.43211.612.00	TS - Kitchen Expense	\$0.00	\$53.37	\$53.37	(\$53.37)	\$0.00	(\$53.37)	0.00%
01.43211.614.00	TS - Compost Bins & Pails	\$1,000.00	\$0.00	\$35.10	\$964.90	\$0.00	\$964.90	96.49%
01.43211.621.00	TS - Heat	\$1,900.00	\$82.07	\$640.68	\$1,259.32	\$0.00	\$1,259.32	66.28%
01.43211.622.01	TS - Elec./Main Building 66147	\$9,000.00	\$1,088.71	\$7,803.51	\$1,196.49	\$0.00	\$1,196.49	13.29%
01.43211.622.02	TS - Elec./Swap Shop 690911	\$0.00	\$67.49	\$571.66	(\$571.66)	\$0.00	(\$571.66)	0.00%
01.43211.622.03	TS - Elec./Out Building 602718	\$0.00	\$67.66	\$577.37	(\$577.37)	\$0.00	(\$577.37)	0.00%
01.43211.626.00	TS - Fuel	\$4,200.00	\$0.00	\$1,943.92	\$2,256.08	\$0.00	\$2,256.08	53.72%
01.43211.750.01	TS - New Equipment	\$3,000.00	\$602.12	\$1,334.24	\$1,665.76	\$0.00	\$1,665.76	55.53%
01.43211.750.02	TS - Safety Equipment	\$2,100.00	\$33.21	\$434.06	\$1,665.94	\$0.00	\$1,665.94	79.33%
	DRA: Transfer Station - 43211	\$160,483.54	\$31,770.38	\$132,604.40	\$27,879.14	\$19,527.93	\$8,351.21	5.20%

# Town of Lee

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Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.43241.421.01	Sol. Waste - MSW & Bulky Waste	\$92,000.00	\$5,610.00	\$59,866.00	\$32,134.00	\$0.00	\$32,134.00	34.93%
01.43241.421.02	Sol. Waste - Tires	\$1,900.00	\$0.00	\$0.00	\$1,900.00	\$0.00	\$1,900.00	100.00%
01.43241.421.03	Sol. Waste - Hazardous Waste	\$3,500.00	\$0.00	\$1,555.00	\$1,945.00	\$0.00	\$1,945.00	55.57%
01.43241.421.04	Sol. Waste - Electronics	\$6,000.00	\$0.00	\$3,896.98	\$2,103.02	\$0.00	\$2,103.02	35.05%
01.43241.421.05	Sol. Waste - Waste Oil	\$3,200.00	\$0.00	\$430.00	\$2,770.00	\$0.00	\$2,770.00	86.56%
01.43241.421.06	Sol. Waste - Other	\$800.00	\$0.00	\$329.00	\$471.00	\$0.00	\$471.00	58.88%
01.43241.421.07	Sol. Waste - Construction & De	\$9,500.00	\$1,096.59	\$6,375.68	\$3,124.32	\$0.00	\$3,124.32	32.89%
01.43241.421.08	Sol. Waste - Glass	\$3,200.00	\$0.00	\$2,328.52	\$871.48	\$0.00	\$871.48	27.23%
01.43241.421.09	Sol. Waste - Fluorocarbons CFC	\$500.00	\$0.00	\$110.00	\$390.00	\$0.00	\$390.00	78.00%
01.43241.421.10	Sol. Waste - Antifreeze	\$200.00	\$0.00	\$110.00	\$90.00	\$0.00	\$90.00	45.00%
01.43241.421.11	Sol. Waste - Brush Grinding	\$7,000.00	\$1,200.00	\$3,875.00	\$3,125.00	\$0.00	\$3,125.00	44.64%
01.43241.421.12	Sol. Waste - Lamprey Closure C	\$1,000.00	\$927.29	\$927.29	\$72.71	\$0.00	\$72.71	7.27%
01.43241.425.00	Sol. Waste - Hauling Costs	\$22,000.00	\$1,603.70	\$16,473.66	\$5,526.34	\$0.00	\$5,526.34	25.12%
	DRA: Solid Waste Disposal - 43241	\$150,800.00	\$10,437.58	\$96,277.13	\$54,522.87	\$0.00	\$54,522.87	36.16%

# Town of Lee

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Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number

Description

GL Budget

Range To Date

YTD

Balance

Encumbrance

Budget Balance % Bud

01.44141.000.00	Animal Control	\$1,650.00	\$0.00	\$0.00	\$1,650.00	\$0.00	\$1,650.00	100.00%
	DRA: Animal Control - 44141	\$1,650.00	\$0.00	\$0.00	\$1,650.00	\$0.00	\$1,650.00	100.00%

**Town of Lee**

**Budget to Actual Report**

From Date: 4/1/2015

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Subtotal by Collapse Mask   
  Include pre encumbrance   
  Print accounts with zero balance   
  Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.44151.000.01	Health - A Safe Place	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	0.00%
01.44151.000.02	Health - AIDS Seacoast Resp.	\$700.00	\$0.00	\$700.00	\$0.00	\$0.00	\$0.00	0.00%
01.44151.000.04	Health - CASA	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	0.00%
01.44151.000.05	Health - Child & Family Care S	\$750.00	\$0.00	\$750.00	\$0.00	\$0.00	\$0.00	0.00%
01.44151.000.06	Health - Comm. Action Partners	\$2,250.00	\$0.00	\$2,250.00	\$0.00	\$0.00	\$0.00	0.00%
01.44151.000.07	Health - Goodwin Comm. Health	\$3,852.00	\$0.00	\$3,852.00	\$0.00	\$0.00	\$0.00	0.00%
01.44151.000.08	Health - Homemakers Health Ser	\$1,022.26	\$0.00	\$1,022.26	\$0.00	\$0.00	\$0.00	0.00%
01.44151.000.09	Health - Lamprey Health Care	\$3,296.00	\$0.00	\$3,296.00	\$0.00	\$0.00	\$0.00	0.00%
01.44151.000.10	Health - Ready Rides	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00	0.00%
01.44151.000.11	Health - Sex. Assault Support	\$1,775.00	\$0.00	\$1,775.00	\$0.00	\$0.00	\$0.00	0.00%
	DRA: Health Service Agencies - 44151	\$17,645.26	\$0.00	\$17,645.26	\$0.00	\$0.00	\$0.00	0.00%

# Town of Lee

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Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.44411.115.00	Gen. Assis. - Welfare Officer	\$8,000.00	\$1,196.06	\$3,365.99	\$4,634.01	\$0.00	\$4,634.01	57.93%
01.44411.220.00	Gen. Assis. - SS	\$0.00	\$74.15	\$74.15	(\$74.15)	\$0.00	(\$74.15)	0.00%
01.44411.225.00	Gen. Assis. - MC	\$0.00	\$17.34	\$17.34	(\$17.34)	\$0.00	(\$17.34)	0.00%
01.44411.330.02	Gen. Assis. - Tel./Cell Phone	\$500.00	\$97.46	\$485.86	\$14.14	\$0.00	\$14.14	2.83%
01.44411.581.00	Gen. Assis. - Mileage	\$250.00	\$0.00	\$0.00	\$250.00	\$0.00	\$250.00	100.00%
	DRA: General Assistance Administration - 44411	\$8,750.00	\$1,385.01	\$3,943.34	\$4,806.66	\$0.00	\$4,806.66	54.93%

# Town of Lee

## Budget to Actual Report

From Date: 4/1/2015

To Date: 5/31/2015

Fiscal Year: 2014-2015

Subtotal by Collapse Mask

Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.44421.801.01	Gen. Assis. - Rent Assistance	\$14,200.00	\$1,228.00	\$7,952.00	\$6,248.00	\$0.00	\$6,248.00	44.00%
01.44421.801.02	Gen. Assis. - Electricity	\$1,200.00	\$202.45	\$746.77	\$453.23	\$0.00	\$453.23	37.77%
01.44421.801.03	Gen. Assis. - Heating Fuel	\$1,000.00	\$0.00	\$364.90	\$635.10	\$0.00	\$635.10	63.51%
01.44421.801.04	Gen. Assis. - Medical Supplies	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%
01.44421.801.05	Gen. Assis. - Food	\$600.00	\$0.00	\$0.00	\$600.00	\$0.00	\$600.00	100.00%
	DRA: Direct Welfare Assistance - 44421	\$17,500.00	\$1,430.45	\$9,063.67	\$8,436.33	\$0.00	\$8,436.33	48.21%



# Town of Lee

## Budget to Actual Report

From Date: 4/1/2015

To Date: 5/31/2015

Fiscal Year: 2014-2015

Subtotal by Collapse Mask

Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.45201.000.01	Parks & Rec. - ORYA	\$26,000.00	\$0.00	\$26,000.00	\$0.00	\$0.00	\$0.00	0.00%
01.45201.000.02	Parks & Rec. - Recreation Even	\$3,400.00	\$901.03	\$1,661.29	\$1,738.71	\$0.00	\$1,738.71	51.14%
01.45201.000.03	Parks & Rec. - Town Fair	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	0.00%
01.45201.611.00	Parks & Rec. - Supplies	\$0.00	\$129.52	\$129.52	(\$129.52)	\$0.00	(\$129.52)	0.00%
01.45201.622.00	Parks & Rec - Elec./LRP/D94316	\$1,200.00	\$88.02	\$692.17	\$507.83	\$0.00	\$507.83	42.32%
	DRA: Parks & Recreation - 45201	\$31,600.00	\$1,118.57	\$29,482.98	\$2,117.02	\$0.00	\$2,117.02	6.70%

# Town of Lee

## Budget to Actual Report

From Date: 4/1/2015

To Date: 5/31/2015

Fiscal Year: 2014-2015

Subtotal by Collapse Mask

Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.45501.111.00	Library - Director Salary	\$50,430.84	\$5,237.09	\$10,086.97	\$40,343.87	\$5,818.95	\$34,524.92	68.46%
01.45501.112.00	Library - Director Wages	\$0.00	\$6,381.82	\$6,381.82	(\$6,381.82)	\$6,414.32	(\$12,796.14)	0.00%
01.45501.112.01	Library - Circulation Assist.	\$0.00	\$0.00	\$23,837.03	(\$23,837.03)	\$0.00	(\$23,837.03)	0.00%
01.45501.112.02	Library - Library Assistant FT	\$31,612.86	\$0.00	\$4,973.40	\$26,639.46	\$0.00	\$26,639.46	84.27%
01.45501.115.02	Library - Youth Services Libra	\$21,327.18	\$3,280.00	\$18,573.00	\$2,754.18	\$3,058.27	(\$304.09)	-1.43%
01.45501.115.03	Library - Assistant I	\$21,783.12	\$1,928.27	\$11,065.21	\$10,717.91	\$2,097.86	\$8,620.05	39.57%
01.45501.115.04	Library - Assistant II	\$0.00	\$1,382.40	\$7,351.90	(\$7,351.90)	\$1,462.54	(\$8,814.44)	0.00%
01.45501.115.05	Library - Substitute	\$1,000.00	\$294.19	\$2,384.17	(\$1,384.17)	\$0.00	(\$1,384.17)	-138.42%
01.45501.211.00	Library - Health	\$11,155.00	\$0.00	\$0.00	\$11,155.00	\$0.00	\$11,155.00	100.00%
01.45501.216.00	Library - Dental Expense	\$0.00	\$96.72	\$96.72	(\$96.72)	\$96.72	(\$193.44)	0.00%
01.45501.220.00	Library - SS	\$8,151.67	\$1,146.45	\$1,146.45	\$7,005.22	\$1,168.11	\$5,837.11	71.61%
01.45501.225.00	Library - MC	\$1,910.47	\$268.11	\$268.11	\$1,642.36	\$273.19	\$1,369.17	71.67%
01.45501.230.00	Library - Retirement	\$5,432.50	\$1,251.35	\$1,251.35	\$4,181.15	\$1,317.52	\$2,863.63	52.71%
01.45501.260.00	Library - Workers Comp	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	100.00%
01.45501.520.00	Library - Property Liability	\$1,800.00	\$0.00	\$0.00	\$1,800.00	\$0.00	\$1,800.00	100.00%
01.45501.613.00	Library - Bottled Water	\$200.00	\$27.53	\$27.53	\$172.47	\$0.00	\$172.47	86.24%
01.45501.621.00	Library - Heat	\$2,670.00	\$0.00	\$0.00	\$2,670.00	\$0.00	\$2,670.00	100.00%
01.45501.900.02	Library - Misc. to be Offset b	\$6,065.00	\$0.00	\$0.00	\$6,065.00	\$0.00	\$6,065.00	100.00%
01.45501.999.00	Library - Trustees	\$39,580.00	\$9,895.00	\$39,580.00	\$0.00	\$0.00	\$0.00	0.00%
	DRA: Library - 45501	\$203,618.64	\$31,188.93	\$127,023.66	\$76,594.98	\$21,707.48	\$54,887.50	26.96%

**Town of Lee**

**Budget to Actual Report**

From Date: 4/1/2015

To Date: 5/31/2015

Fiscal Year: 2014-2015

Subtotal by Collapse Mask

Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number

Description

GL Budget

Range To Date

YTD

Balance

Encumbrance

Budget Balance % Bud

01.45831.000.00	Patriotic Purposes	\$550.00	\$0.00	\$340.40	\$209.60	\$0.00	\$209.60	38.11%
	DRA: Patriotic Purposes - 45831	\$550.00	\$0.00	\$340.40	\$209.60	\$0.00	\$209.60	38.11%

**Town of Lee**

**Budget to Actual Report**

From Date: 4/1/2015

To Date: 5/31/2015

Fiscal Year: 2014-2015

Subtotal by Collapse Mask

Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
01.45891.000.02	Culture & Rec. - Heritage Comm	\$6,700.00	\$0.00	\$3,700.00	\$3,000.00	\$0.00	\$3,000.00	44.78%
01.45891.000.03	Semiquincentennial Celebration	\$0.00	\$0.00	\$3,000.00	(\$3,000.00)	\$0.00	(\$3,000.00)	0.00%
01.45891.001.01	Culture & Rec. - Agricultural	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00	0.00%
	DRA: Culture & Recreation - 45891	\$8,200.00	\$0.00	\$8,200.00	\$0.00	\$0.00	\$0.00	0.00%

## Town of Lee

### Budget to Actual Report

From Date: 4/1/2015

To Date: 5/31/2015

Fiscal Year: 2014-2015

Subtotal by Collapse Mask

Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number

Description

GL Budget

Range To Date

YTD

Balance

Encumbrance

Budget Balance % Bud

01.46191.000.00	Conservation	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$0.00	0.00%
	DRA: Conservation - 46191	\$3,500.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$0.00	0.00%

## Town of Lee

### Budget to Actual Report

From Date: 4/1/2015

To Date: 5/31/2015

Fiscal Year: 2014-2015

Subtotal by Collapse Mask

Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number

Description

GL Budget

Range To Date

YTD

Balance

Encumbrance

Budget Balance % Bud

01.47111.000.01	Bond Principal - Safety Comple	\$90,000.00	\$0.00	\$90,000.00	\$0.00	\$0.00	\$0.00	0.00%
	DRA: Long Term Debt - 47111	\$90,000.00	\$0.00	\$90,000.00	\$0.00	\$0.00	\$0.00	0.00%

**Town of Lee**

**Budget to Actual Report**

From Date: 4/1/2015

To Date: 5/31/2015

Fiscal Year: 2014-2015

Subtotal by Collapse Mask

Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number

Description

GL Budget

Range To Date

YTD

Balance

Encumbrance

Budget Balance % Bud

01.47211.000.01	Bond Interest - Safety Complex	\$32,078.00	\$0.00	\$32,078.00	\$0.00	\$0.00	\$0.00	0.00%
	DRA: Interest on Long Term Debt - 47211	\$32,078.00	\$0.00	\$32,078.00	\$0.00	\$0.00	\$0.00	0.00%

## Town of Lee

### Budget to Actual Report

From Date: 4/1/2015

To Date: 5/31/2015

Fiscal Year: 2014-2015

Subtotal by Collapse Mask

Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
04.42121.117.01	Police SD - Wages	\$0.00	\$3,160.00	\$3,160.00	(\$3,160.00)	\$0.00	(\$3,160.00)	0.00%
04.42121.225.00	Police SD - MC	\$0.00	\$42.86	\$42.86	(\$42.86)	\$0.00	(\$42.86)	0.00%
04.42121.230.00	Police SD - Retirement	\$0.00	\$328.90	\$328.90	(\$328.90)	\$0.00	(\$328.90)	0.00%
	DRA: Police Special Duty - 42121	\$0.00	\$3,531.76	\$3,531.76	(\$3,531.76)	\$0.00	(\$3,531.76)	0.00%



**Town of Lee**

**Budget to Actual Report**

From Date: 4/1/2015

To Date: 5/31/2015

Fiscal Year: 2014-2015

Subtotal by Collapse Mask

Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
04.42141.118.01	Fore - SD	\$0.00	\$1,741.50	\$1,741.50	(\$1,741.50)	\$0.00	(\$1,741.50)	0.00%
04.42141.220.00	Fire SD - SS	\$0.00	\$107.86	\$107.86	(\$107.86)	\$0.00	(\$107.86)	0.00%
04.42141.225.00	Fire SD - MC	\$0.00	\$25.22	\$25.22	(\$25.22)	\$0.00	(\$25.22)	0.00%
	DRA: Fire Special Duty - 42141	\$0.00	\$1,874.58	\$1,874.58	(\$1,874.58)	\$0.00	(\$1,874.58)	0.00%

**Town of Lee**

**Budget to Actual Report**

From Date: 4/1/2015

To Date: 5/31/2015

Fiscal Year: 2014-2015

Subtotal by Collapse Mask

Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number

Description

GL Budget

Range To Date

YTD

Balance

Encumbrance

Budget Balance % Bud

10.42110.750.00	Asst. Forf. - New Equipment	\$0.00	\$2,120.48	\$2,120.48	(\$2,120.48)	\$0.00	(\$2,120.48)	0.00%
	DRA: Assisted Forfeiture - 42110	\$0.00	\$2,120.48	\$2,120.48	(\$2,120.48)	\$0.00	(\$2,120.48)	0.00%

# Town of Lee

## Budget to Actual Report

From Date: 4/1/2015

To Date: 5/31/2015

Fiscal Year: 2014-2015

Subtotal by Collapse Mask

Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
12.46191.560.00	Conservation Dues & Subscripti	\$0.00	\$125.00	\$125.00	(\$125.00)	\$0.00	(\$125.00)	0.00%
12.46191.561.00	Conservation - Training	\$0.00	\$555.00	\$555.00	(\$555.00)	\$0.00	(\$555.00)	0.00%
12.46191.581.00	Conservation - Mileage	\$0.00	\$67.85	\$67.85	(\$67.85)	\$0.00	(\$67.85)	0.00%
	DRA: Conservation - 46191	\$0.00	\$747.85	\$747.85	(\$747.85)	\$0.00	(\$747.85)	0.00%

**Town of Lee**

**Budget to Actual Report**

From Date: 4/1/2015

To Date: 5/31/2015

Fiscal Year: 2014-2015

Subtotal by Collapse Mask

Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number	Description	GL Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Bud
13.45891.555.00	Heritage - Printing	\$0.00	\$350.00	\$350.00	(\$350.00)	\$0.00	(\$350.00)	0.00%
19.45891.555.00	250th/Heritage - Printing	\$0.00	\$9.99	\$9.99	(\$9.99)	\$0.00	(\$9.99)	0.00%
	DRA: Culture & Recreation - 45891	\$0.00	\$359.99	\$359.99	(\$359.99)	\$0.00	(\$359.99)	0.00%

## Town of Lee

### Budget to Actual Report

From Date: 4/1/2015

To Date: 5/31/2015

Fiscal Year: 2014-2015

Subtotal by Collapse Mask

Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number

Description

GL Budget

Range To Date

YTD

Balance

Encumbrance

Budget Balance % Bud

46.41531.000.00	Land Use CRF Legal Ex;	\$0.00	\$132.50	\$132.50	(\$132.50)	\$0.00	(\$132.50)	0.00%
	DRA: Legal Fees - 41531	\$0.00	\$132.50	\$132.50	(\$132.50)	\$0.00	(\$132.50)	0.00%

**Town of Lee**

**Budget to Actual Report**

From Date: 4/1/2015

To Date: 5/31/2015

Fiscal Year: 2014-2015

Subtotal by Collapse Mask

Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number

Description

GL Budget

Range To Date

YTD

Balance

Encumbrance

Budget Balance % Bud

52.49091.000.00	Cap. Outlay - Improvements	\$0.00	\$1,985.51	\$1,985.51	(\$1,985.51)	\$0.00	(\$1,985.51)	0.00%
	DRA: Other Cap. Outlay - 49091	\$0.00	\$1,985.51	\$1,985.51	(\$1,985.51)	\$0.00	(\$1,985.51)	0.00%

**Town of Lee**

**Budget to Actual Report**

From Date: 4/1/2015

To Date: 5/31/2015

Fiscal Year: 2014-2015

Subtotal by Collapse Mask

Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number

Description

GL Budget

Range To Date

YTD

Balance

Encumbrance

Budget Balance % Bud

54.49031.000.00	CRF Buildings - Cap. Improveme	\$0.00	\$14,671.25	\$14,671.25	(\$14,671.25)	\$0.00	(\$14,671.25)	0.00%
	DRA: Cap. Improvements Buildings - 49031	\$0.00	\$14,671.25	\$14,671.25	(\$14,671.25)	\$0.00	(\$14,671.25)	0.00%

Town of Lee

Budget to Actual Report

From Date: 4/1/2015

To Date: 5/31/2015

Fiscal Year: 2014-2015

Subtotal by Collapse Mask

Include pre encumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number

Description

GL Budget

Range To Date

YTD

Balance

Encumbrance

Budget Balance % Bud

Grand Total:

\$3,664,064.79

\$498,194.98

\$2,951,894.18

\$712,170.61

\$261,032.08

\$451,138.53

12.31%

End of Report





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

Office Use Only

Meeting Date: May 26, 2015

Agenda Item No. 9

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**5/26/2015**

**Agenda Item Title: Application for Heritage Commission & 250<sup>th</sup> Anniversary Committee**

**Requested By: Scott Bugbee** **5/18/2015**

**Contact Information: 603-659-5414**

**Presented By: Scott Bugbee, Selectman**

**Description: Present the Board with applications for appointments to the Heritage Commission and the 250th Anniversary Committee.**

**Financial Details: N/A**

**Legal Authority NH RSA 673:4-a I. The heritage commission shall consist of not less than 3 members and no more than 7 members who shall be appointed in a manner as prescribed by the local legislative body.**

**II. Each heritage commission member shall be a resident of the city or town which establishes the commission. One commission member shall be a member of the local governing body.**

**NH RSA 41:8**

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

**REQUESTED ACTION OR RECOMMENDATIONS:**

Move to approve Scott Bugbee as the Select Board representative to the Heritage Commission in accordance with RSA 673:4-a.

and/or

Move to approve Scott Bugbee's appointment to the 250th Anniversary Committee until December 2016.

# TITLE LXIV PLANNING AND ZONING

## CHAPTER 673 LOCAL LAND USE BOARDS

### Appointment and Terms of Local Land Use Board Members

#### Section 673:4-a

##### **673:4-a Heritage Commissions. –**

I. The heritage commission shall consist of not less than 3 members and no more than 7 members who shall be appointed in a manner as prescribed by the local legislative body.

II. Each heritage commission member shall be a resident of the city or town which establishes the commission. One commission member shall be a member of the local governing body. One commission member may be a member of the planning board. Not more than 5 alternate members may be appointed. When an alternate sits in absence or disqualification of a regular member, the alternate shall have full voting powers. If there is a historic district commission, one member of this commission shall be an ex officio member of the heritage commission. In determining each member's qualifications, the appointing authority shall take into consideration the appointee's demonstrated interest and ability to understand, appreciate and promote the purpose of the heritage commission.

III. Members of a heritage commission also may serve on other municipal boards and commissions, including but not limited to a conservation commission established under RSA 36-A, and a historic district commission established under RSA 673:4.

**Source.** 1992, 64:6. 1995, 138:4, eff. July 23, 1995.



**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: SCOTT BUGBEE

Address: 31 SPENCER LANE Phone/Cell: 603 659-2766

# of Years as a Resident: 28

Email address: Sbugbee@COMCAST.NET

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

Term Expires on the following date: \_\_\_\_\_

Alternate Position (3 year term) position applying for: \_\_\_\_\_

Term Expires on the following date: \_\_\_\_\_

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

I HAVE ATTENDED THE HERITAGE COMMISSION'S MEETINGS  
FOR THE LAST YEAR AND HAVE HELPED THE COMMITTEE  
WITH ITS WORK.

[Signature]  
Signature

MAY 18, 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.



**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: SCOTT BUGBEE  
Address: 31 SPENCER LANE, LEE NH Phone/Cell: 603 659 2766  
# of Years as a Resident: 28  
Email address: sbugbee@comcast.net

Full Membership (3 year term) position applying for: 250<sup>TH</sup> COMMITTEE  
Term Expires on the following date: \_\_\_\_\_  
Alternate Position (3 year term) position applying for: \_\_\_\_\_  
Term Expires on the following date: \_\_\_\_\_

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

I HAVE A STRONG INTEREST IN THE HISTORY OF THE  
TOWN OF LEE AND WISH TO CELEBRATE THAT HISTORY  
BY HELPING THE COMMITTEE ORGANIZE A WONDERFUL  
SEMIQUINCENTENNIAL.

[Signature]  
Signature

May 18, 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: **SCOTT BUGBEE** of Lee, New Hampshire in the **County of Strafford**:

Whereas, there is a vacancy in the office of 250<sup>TH</sup> ANNIVERSARY PLANNING COMMITTEE 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 December 2016.

Given under our hands, this 26<sup>TH</sup> 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 250<sup>th</sup> ANNIVERSARY PLANNING COMMITTEE 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 **SCOTT BUGBEE** took and subscribed the foregoing oath. Before me,

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

Date: \_\_\_\_\_, 2015

Received and Recorded:

\_\_\_\_\_



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

Office Use Only

Meeting Date: May 26, 2015

Agenda Item No. 10

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**5/26/2015**

**Agenda Item Title: 2015 Tax Warrant**

**Requested By: Town Administrator Julie Glover**

**Date: 5/18/2015**

**Contact Information: 603-659-5414**

**Presented By: Julie Glover**

**Description:** Present the Select Board with the 2015 Tax Warrant for approval and signature.

**Financial Details:** Estimated first half taxes to be raised \$6,198,149

**Legal Authority** NH RSA 76:10

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

**REQUESTED ACTION OR RECOMMENDATIONS:**

Motion: Move to approve the 2015 Tax Warrant.

**Lee**  
**Tax Totals**

---

Tax Warrant: 2015P01 of 2  
Number of Parcels: 2,175

**Valuations**

---

Non-Utility Land Value:	178,785,939
Current Use Credits:	( 37,880,124 )
Non-Utility Improvements Value:	299,004,200
Utility Value:	6,869,800
Exempt Property Value:	( 16,497,639 )
Valuation Before Exemptions:	430,282,176
Exemptions Applied:	( 9,630,181 )
<b>Net Valuation:</b>	<b>420,651,995</b>
Net Non-Utility Valuation:	413,782,195
Net Utility Valuation:	6,869,800

**Taxes**

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Property Tax:	6,238,075.00
Veterans Credits Applied:	( 39,926.00 )
<b>Commitment Amount:</b>	<b>6,198,149.00</b>
Penalties:	0.00

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**Total Tax Bills: 6,198,149.00**

**TAX COLLECTOR'S WARRANT  
PROPERTY TAX LEVY  
STATE OF NEW HAMPSHIRE**

**STRAFFORD ss.**

**TO: Linda Reinhold, Collector of Taxes for Lee, New Hampshire in said county.**

In the name of the State you are hereby directed to collect the property taxes in the list herewith committed to you, amounting to the sum of Six Million One Hundred Ninety Eight Thousand One Hundred Forty Nine Dollars (\$6,198,149.00) and with interest at twelve (12%) percent per annum from July 1, 2015 thereafter, on all sums not paid on or before that day.

And we further order you to remit all monies collected to the Town Treasurer, or to the Town Treasurer's designee as provided by RSA 41:29, VI, at least on a weekly basis, or daily whenever tax receipts total One Thousand Five Hundred Dollars (\$1,500.00) or more.

Given under our hands at Lee, New Hampshire, this Twenty Sixth day of May in 2015.

\_\_\_\_\_  
Carole Dennis

\_\_\_\_\_  
Scott Bugbee

\_\_\_\_\_  
John LaCourse

Board Of Selectmen  
Lee, New Hampshire





**TOWN OF LEE**  
Office of the Selectmen  
7 Mast Road  
Lee, New Hampshire 03861  
(603) 659-5414

**LEE SELECT BOARD GOALS – 2015/2016**

- 1) Explore Health Insurance Options for the Town's employees/retirees**
  
- 2) Explore additional sources of revenue/grants for the Town**
  
- 3) Review the FY16 Budget, discuss possibly instituting a spending freeze, with the goal of reducing the impact to the 2015 final tax rate**
  
- 4) Re-establish the Town Center Committee; explore uses for Town Hall and the Annex if offices are moved to the second floor of the Public Safety Complex**
  
- 5) Plan, design, and build the Pavilion and fencing at Little River Park**
  
- 6) Repair/reconstruct the roof above the sally port at the Public Safety Complex**
  
- 7) Explore adopting a Pay as You Throw (PAYT) program in Lee, along with single-stream recycling**



## **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. Heritage Commission Member
  - iii. 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, based upon a majority vote, to the media, citizens, government agencies, civic groups, and others. This includes financial information, data, budgetary estimates, etc. which shall first be reviewed by the Town Administrator, Finance Officer, Treasurer, and/or Auditor, as may be necessary.

(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 the 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; (e) for the purpose of deciding any question affecting the conflicting rights or claims of different persons, or (f) when dictated by NH Statutes. It should be noted that 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. So long as a majority of the board is present, only a majority of the votes actually cast is necessary to support an action. ~~If more than one member abstains from a vote, no action shall be taken.~~ When a member abstains from a vote, they remain "present" at the meeting for the purposes of a quorum and often participate in the discussion of an issue. Under New Hampshire law, a member who abstains is presumed to go along with whatever the majority of the rest of the board does in that matter.

#### **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.

The Member should immediately leave their seat at the board table, and preferably, leave the room until the board moves on to the next subject. If the official remains in the meeting room, taking a seat with the general public is appropriate. These actions make it clear to all in attendance that the member is, for all purposes, no different from the public in relation to this matter.



[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, **other than a member of the Select Board itself**, this knowledge must be shared with the remaining members of the Board during a non-public session 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 (provided that it meets the requirements of NH RSA 91-A) 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 \_\_\_\_\_, 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**

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**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

## AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to the Employment Agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Town of Lee ("TOWN") and Thomas Dronsfield ("EMPLOYEE").

WITNESSETH:

WHEREAS, on or about March 3, 2014, TOWN and EMPLOYEE entered into an Employment Agreement ("Agreement"), in which TOWN employed EMPLOYEE as the Police Chief for the Town of Lee; and

WHEREAS, the parties hereto desire to further amend certain terms of the Agreement,

NOW, THEREFORE, the parties mutually agree as follows:

A. Section 1.E of the Agreement is hereby amended to read as follows:

(1) SPECIAL DUTY:

- a. EMPLOYEE may work no more than 12 hours per month on off-hours, grant-funded speed and DUI patrols; and
- b. EMPLOYEE may perform other Special Duty work within the Town of Lee, provided that any such work is performed between Friday afternoon (after 3:00 p.m.) and Sunday evening (8:00 p.m.) only and is not to exceed twelve (12) actual hours worked during such time period.
- c. EMPLOYEE shall be paid at the regular, special duty rate of \$40.00 per hour.
- d. The Parties agree that terms of this amendment went into effect on May 11, 2015.
- e. EMPLOYEE acknowledges that the Select Board may rescind this amendment at any time, with or without cause.

B. Section 7.A of the Agreement is hereby amended to read as follows:

Consistent with the Town's Personnel Policy (eff. 12/8/14,) as of April 2015, the EMPLOYEE shall be entitled to 168 hours of paid vacation on an annual basis, to be prorated and earned on an accrual basis each month. The Select Board shall approve all vacation time and similar absences in excess of five days duration. The Board may, at its discretion, grant advancement in vacation. The Employee shall not accrue more than two hundred forty (240) hours vacation. Any time accrued above this shall be forfeited by the EMPLOYEE. With approval of the Select Board, the Employee may elect payment on June 30 of any year for unused vacation time, not to exceed more than forty (40) hours per year.

**AMENDMENT TO EMPLOYMENT AGREEMENT**

All other terms and conditions of the Agreement not expressly amended herein remain in full force and effect and are hereby ratified and reaffirmed by the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment to the Employment Agreement on this day \_\_\_\_\_ of \_\_\_\_\_, 2015:

\_\_\_\_\_  
Carole Dennis, Chairwoman

\_\_\_\_\_  
Scott Bugbee, Selectman

\_\_\_\_\_  
John R. LaCourse, Selectman

\_\_\_\_\_  
Thomas Dronsfield





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

Office Use Only

Meeting Date: May 26, 2015

Agenda Item No. 11f

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**5/26/2015**

**Agenda Item Title: MRI Contract Renewal for Assessing Services**

**Requested By: Julie Glover**

**Date: 5/18/2015**

**Contact Information: 603-659-5414**

**Presented By: Julie Glover, Town Administrator**

**Description: Review Municipal Resources Inc. Professional Services Agreement for Assessing and Related Support Services. This includes oversight of the firm that will be conducting the Town's Valuation Update to be conducted in 2016.**

**Financial Details: \$2500/month for FY16; \$2600 per month for FY17 (currently paying \$2400/month) for general assessing services and a fee not to exceed \$9,900 for the Valuation Update Oversight.**

**Legal Authority: NH RSA 72-76**

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

**REQUESTED ACTION OR RECOMMENDATIONS:**

Move to approve the MRI Contract for Assessing Services which shall remain in effect through June 30, 2017.



## PROFESSIONAL SERVICES AGREEMENT

### I. PARTIES TO THE AGREEMENT

This Agreement, dated \_\_\_\_\_, is intended to provide a professional consulting relationship for services to the **TOWN OF LEE, NEW HAMPSHIRE (Client)** to be provided by **MUNICIPAL RESOURCES, INC. (MRI)**, and is lawfully entered into between the Client, by Julie Glover, Town Administrator, authorized representative, and MRI, by its President, Donald R. Jutton. The Client's contact person responsible for administering this agreement is Julie Glover, Town Administrator.

### II. SCOPE OF WORK

#### 1. Assessing and Related Support Services

Generally, to provide Assessing and related support services, in the on-going operations of the Lee Assessing Department. To assist the Select Board in fulfillment of their duties and responsibilities related to the tax assessment of real property throughout the municipality. The foregoing is not intended to include either partial or full revaluations, or updates without a separate contract, which is required by the Department of Revenue Administration (DRA).

MRI will:

- Adequately manage and maintain but not limited to the following; exemptions, credits, current use, land use change tax (LUCT), gravel yield taxes, and all other statutory assessing obligations.
- Gather and data enter into the CAMA system ownership information from Registry of Deeds and other sources, review exemption and tax credit applications and supporting information submitted, provide written recommendations and upon approval data enter into the CAMA system
- Conduct careful measuring, listing and valuation of new or newly modified properties as a result of the issuance of permits, filing of inventories, or any other applicable source and data enter applicable changes into the CAMA system
- Perform field inspections and other studies to review all abatement requests;

- Meet with taxpayers wishing to discuss their valuations;
- Meet with the Municipal Administration, Department Heads and/or Select Board upon request;
- Consider all properly filed abatement requests by any taxpayer and after review and research, shall make a recommendation to the Select Board/Assessors in writing;
- Represent the Municipality and its best interest in all abatements or appeals;
- Meet and work with State Monitors to ensure the Municipality is meeting all certification requirements of DRA and to maintain a good working relationship;
- Perform annual assessment to sales ratio studies for the purpose of informing the Select Board/Assessors of the need for a full revaluation, partial revaluation, or statistical update to be compliant with RSA 75:8 – Revised Inventory;
- Measure and list 25% of all town inventory in each of the years of this agreement;
- Work with Avitar’s CAMA System.

It is expected that Town staff will be responsible for providing photocopies of building permits and any other applicable information for each property to be reviewed and will provide other clerical/administrative assistance. It is also expected that any questions or issues that arise, whether originating from a Municipal official, employee, or taxpayer, will be brought to MRI’s attention at the earliest opportunity, so that it may be dealt with expeditiously. With regard to the second and next to last bullet items above, it is MRI’s intent to make one visit to the properties. If someone is present at the time of the visit, an interior inspection will be attempted. In all cases, MRI will measure the exterior of the improvements, except where inappropriate. In those cases where the interior is not viewed, a list will be provided so the Town staff can send a letter requesting an appointment for an interior inspection if desired. If no interior inspection is conducted, MRI will estimate the interior on the basis of the best information available and notate the property card accordingly. It is expected that all work can be accomplished within 1 day per week on average with time sometimes varying considerably from month to month. If the required time is significantly different (15%) such that MRI requires more, or less, effort, both parties agree to renegotiate the scope and fees sections of this agreement to reflect the additional/reduced effort.

If the Board decides that it wants MRI to conduct any additional analysis or to adjust assessed values, a separate contract would need to be negotiated per DRA rules. Also, if as a result of new legislation and/or DRA or ASB rules/guidelines, additional services are required, an additional scope of work would need to be negotiated.



## **2. Valuation Update Oversight**

MRI will provide oversight of the valuation update to be conducted for 2016. Initially MRI will review the proposals that are submitted, prepare a spreadsheet of the differences and costs and provide to the Select Board for review. We will work with the personnel from the company chosen to conduct the valuation update at each stage of the project (data entry, sales data verification, sales analysis, modeling and table building, preliminary valuations, field reviews, informal hearings and final valuations). MRI will review a percentage (10 to 20% depending upon findings) of the sales information that is gathered to verify its accuracy and then review it again once it has been data entered to ensure that it was correctly entered into the system. We will similarly check the information gathered from brokers, builders and other market participants. We will work with the chosen firm in deciding how to structure the valuation model that is chosen and how the tables are built (determining such things as whether land will be priced by the site, acre, front foot or some combination thereof). We will create and review various reports to ensure that consistency exists within various subcategories of property types. MRI will also assist in preparing criteria for the appraisers who will be conducting the field review for the initial valuations and accompany them on some of the field reviews. We will also be present at some of the informal hearings and then run additional reports to ensure consistency in any changes that are made as a result of the hearings. We will review each of their monthly reports to ensure that the monthly billings are properly supported. During the process we will ensure that the proper documentation is being prepared and, at the end of the project, ensure that adequate documentation is prepared and left behind. This will be information that will provide transparency of the actions taken for the taxpayer to review as well as instruction for future assessors to value new properties.

## **III. FEES AND CHARGES**

### **1. Assessing and Related Support Services**

The monthly fee indicated below will be paid by the 10th of each month. Any reimbursable charges and other extras (see Special Conditions below) will be invoiced in the month following the expense and will be paid within 15 days of invoice. Invoices not paid within fifteen (15) days will accrue interest at the rate of 1.5% per month.

- A. The sum of \$2,500.00 per month during fiscal year 2015-16
- B. The sum of \$2,600.00 per month during fiscal year 2016-17

Reimbursable expenses will be charged as follows:

Postage	Costs + 10%
Direct Expenses	Costs + 10%
In Town Mileage	IRS allowable rate

**2. Valuation Update Oversight**

The monthly fee of \$1,100 per month for oversight will be paid by the 10th of each month beginning in April 2016 and ending in December 2016. Total fees for oversight shall not exceed \$9,900.

Third parties retained by MRI who or which are not MRI employees or affiliates and as noted on any Supplement(s) will be invoiced at a cost sufficient to cover all charges and costs.

**IV. MRI PERSONNEL IN CHARGE**

Donald R. Jutton, President, will serve as principal-in-charge of this engagement. It is expected that Scott Marsh and Jerry Quintal will be handling much of the day-to-day issues, with additional qualified staff being brought in as needed.

Gail Schillinger will serve as the Communication Liaison between the Client and MRI to expedite the flow of project information, to record and properly direct Client inquiries regarding the project, and to ensure that problems or issues that may arise during the engagement are addressed and resolved expeditiously. Please feel free to contact Ms. Burgess regarding any matter related to this project at:

Gail Schillinger  
Customer Liaison Representative  
Municipal Resources, Inc.  
120 Daniel Webster Highway  
Meredith, NH 03253  
(603) 279-0352, x-500  
(866) 501-0352, X-500 TOLL FREE  
[gschillinger@mrigov.com](mailto:gschillinger@mrigov.com)

Communications or correspondence related to any problems, issues, or changes required for this project shall be directed to the Client at the following address:

Town Administrator  
Town of Lee  
7 Mast Road  
Lee, NH 03861-06555

**V. TERM**

This agreement shall remain in force through June 30, 2017.

**VI. SPECIAL CONDITIONS**

For the preparation and presentation of the defense of values above the local level, the cost will be \$150 per hour, except for the defense of utility values, where the cost will be \$175 per hour.

MRI reserves the right to assign other qualified assessing personnel to this project for the same monthly cost following notification to the Town of its intention to do so.

To the extent MRI may require assistance from the Town's software vendors, or others knowledgeable of the Town's assessing/tax collection practices, the Town agrees to authorize use of these resources and to pay directly all costs for their services as may be incurred. MRI shall work to keep these costs as low as possible.

**THIS CONTRACT IS SUBJECT TO THE PROVISIONS CONTAINED IN ADDENDUM I, ATTACHED HERETO AND INCORPORATED HEREWITH.**

ACCEPTED AND AGREED

FOR THE TOWN OF LEE

FOR MUNICIPAL RESOURCES, INC.

\_\_\_\_\_  
Julie Glover, Town Administrator  
Date: \_\_\_\_\_

\_\_\_\_\_  
Donald R. Jutton, President  
Date: \_\_\_\_\_



## ADDENDUM I

### **A. MUTUAL REPRESENTATIONS**

MRI represents to the Client it is a duly constituted corporation under the laws of the State of New Hampshire and is authorized to do business within this State as a professional services corporation.

MRI has in force and effect general commercial liability and errors and omissions insurance coverage to protect the Client from accidents which MRI or its authorized representatives may cause to persons or property or from professional errors or omissions when performing under this agreement.

MRI has no liens or encumbrances which would adversely affect the ability of MRI to perform as stipulated under this agreement, its terms and conditions.

The Client represents to MRI that sufficient funds have been appropriated so it may retain and compensate MRI for the services provided for herein.

The Client's representative is authorized to enter into this agreement on behalf of the Client.

The Client is aware of no action, contemplated action, liability or other encumbrance which would limit or otherwise preclude the Client from freely entering into this agreement and compensating MRI for the services provided.

### **B. NOTICE OF CHANGE OF PERSONNEL**

Except as otherwise provided below, the MRI consultants assigned to any scope of work or project will remain throughout the duration of that specific scope of work or project. MRI retains the right, and upon 30 days written notice, to remove from the project any of its consultants whom it believes can no longer suitably perform under its obligations to this agreement or any Supplement to it.

The Client, upon 30 days written notice, may request MRI to replace any of its consultants with another qualified representative.

### **C. ADMINISTRATION OF AGREEMENT MODIFICATIONS**

In all cases where this agreement is modified or expanded a written Supplemental Scope of Work (Supplement) must be prepared which clearly defines the services to be provided and details the billing rates or amounts to be charged by MRI and paid by the Client. Supplements must be executed by the authorized representatives of the respective parties prior to any billable work being undertaken. The Supplement(s) shall identify:

The MRI officer or principal responsible for the successful delivery of services and/or project completion and the client's contracting official(s) or officer(s);  
The specific details of the work to be performed;  
The MRI personnel to be assigned;  
The basis upon which MRI services are being retained, including the normal hourly rate(s), cost reduction considerations or the agreed upon fee(s) for the personnel assigned and/or the services provided;  
The Client's contact person responsible for administering the Supplement, activities or project and the associated reporting requirements; and any special or other conditions such as time deadlines, special reporting requirements, budget limitations, or other similar constraints.

#### **D. INDEMNIFICATION**

MRI shall protect, indemnify and hold and save harmless Client, its officers, employees, officials, and agents from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees (attorneys' and paralegals' fees and court costs) arising out of MRI's negligence in the provision of services to Client. MRI shall similarly protect, indemnify and hold and save harmless Client, its officers, employees, officials and agents against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees, incurred by reason of MRI's breach of any of its obligations under, or MRI's default of, any provision of this Agreement.

Client shall protect, indemnify, and hold and save harmless MRI, its agents, employees, and affiliates against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees (attorneys' and paralegals' fees and court costs) arising out of Client's negligence in fulfilling its obligations under this Agreement. Client shall similarly protect, indemnify and hold and save harmless MRI, its agents, employees, and affiliates against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees, incurred by reason of Client's breach of an of its obligations under, or Client's default of, any provisions of this Agreement.

#### **E. INSURANCE**

MRI has in force and shall maintain throughout this engagement the following insurance:

##### **1. General Liability Insurance**

MRI shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury (including employment practices liability) and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If such CGL insurance contains a general aggregate limit, it shall apply separately to this project.



Client shall be named as an additional insured prior to beginning work and MRI shall furnish client with a Certificate(s) of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All Certificates shall provide for 30 days' written notice to the Client prior to the cancellation or material change of any insurance referred to thereon.

**2. Professional Liability Insurance**

MRI shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each wrongful act arising out of the performance or failure to perform professional services.

**3. Business Auto and Umbrella Liability Insurance**

If applicable, MRI shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired, and non-owned autos.

**4. Workers Compensation Insurance**

MRI shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

**F. NON-SOLICITATION**

The Client agrees that, for a period of one-year following the completion of the terms of this Agreement, they shall not, directly or indirectly, hire, solicit, or otherwise encourage any MRI personnel or affiliate assigned to this Agreement, to leave MRI's employment. In the alternative if the client should wish to hire any MRI personnel or affiliate assigned to this Agreement it agrees to compensate MRI with payment in the amount of 25% of that person's 1st year total compensation package.

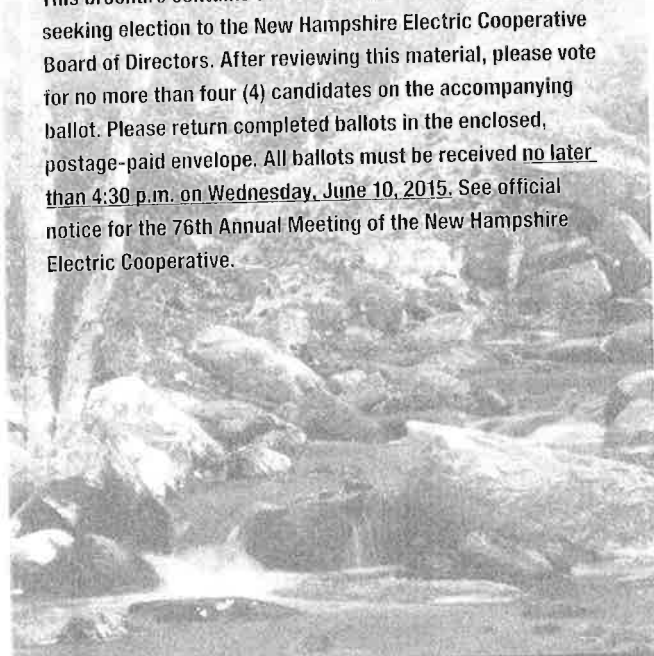
Initialed for Client: \_\_\_\_\_ Initialed for MRI: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_



MAY 2015

# Guide to the Candidates

This brochure contains the statements of the candidates seeking election to the New Hampshire Electric Cooperative Board of Directors. After reviewing this material, please vote for no more than four (4) candidates on the accompanying ballot. Please return completed ballots in the enclosed, postage-paid envelope. All ballots must be received no later than 4:30 p.m. on Wednesday, June 10, 2015. See official notice for the 76th Annual Meeting of the New Hampshire Electric Cooperative.



579 Tenney Mountain Highway | Plymouth, NH 03264  
1-800-698-2007

[www.nhec.coop](http://www.nhec.coop)

## YOUR CO-OP, YOUR VOTE



### To Our Valued Members...

As a democratically controlled cooperative, we rely on the active participation of you, our member-consumers, in the business of the cooperative. One of your most important functions each year is electing a Board of Directors that will represent you and your interests at the highest level of the company.

This brochure is an important part of the Cooperative's way of doing business. It is your guide to the candidates who are running for election to four seats on the Co-op's 11-member Board of Directors. Each candidate appears with brief biographical information and a statement submitted, word-for-word, by the candidates themselves. In the interest of fairness, the listing of candidates has been rotated in the printing of the ballots so that each candidate has the opportunity to appear first. Candidates' statements appear in alphabetical order in this brochure. I encourage you to read the material closely, then fill out and return your ballot **no later than 4:30 p.m. on Wednesday, June 10, 2015.**

I also hope you'll join me at your Co-op's 76th Annual Meeting at 5 p.m. on Tuesday, June 16, 2015 at Prospect Hall on the campus of Plymouth State University. The ability to make your voice heard is unique to member-owned cooperatives. I hope you'll take advantage of your opportunity.



Sincerely,

Steve Camerino  
President/CEO

## 2015 NOMINATING COMMITTEE REPORT

The Nominating Committee unanimously nominated the following four individuals to be on the ballot to fill the four Board seats up for election: Charles R. (Chuck) Braxton, Kenneth A. Colburn, Sharon L. Davis, and David C. Talbot. All of these candidates are highly qualified to serve the best interest and future needs of the Co-op.

The Nominating Committee is appointed in accordance with NHEC's Code of Bylaws. The Committee's primary objective is to evaluate applicants and to nominate the candidates they believe will contribute the most to the governance of the Co-op. When determining its nominations, the Committee uses its collective best judgment concerning the qualifications of potential candidates, the current and projected needs, challenges and opportunities facing the Cooperative, the overall best interest of the Cooperative, and the effective and equitable representation of the membership. The Committee discusses the skills, experience, knowledge and geographic location of candidates and nominates the candidates it feels have the skills to best meet the needs and challenges of the Cooperative.

This year, the Nominating Committee met three times to assess the strategic needs of the NHEC Board of Directors, conduct interviews, and deliberate the merits of each candidate for nomination. The Committee reviewed eight (8) Candidate Questionnaires and résumés received by the January 29, 2015 deadline. The Committee interviewed six (6) applicants that were considered to have the best potential to be nominated. Following the interview process, Charles R. (Chuck) Braxton, Kenneth A. Colburn, Sharon L. Davis, and David C. Talbot were nominated.

The Committee thanks the applicants who participated in the nomination process.

We encourage all members to exercise their privilege, as member-owners of the Co-op, to vote in the 2015 election.

Respectfully submitted, Nominating Committee: Edward French, Chair; Daniel Andrews, Anthony Avrutine, Richard Barisano, Kelly Bolger, Jeanette Heidmann, Charles Henderson, Neil Irvine, Walter Johnson, Maurice Lafreniere, and Ann Rohrborn.

*NOTE: The candidate material included in this brochure has not been reviewed by the Nominating Committee*

## SHARON L. DAVIS

NHEC Service Location: Campton, NH  
Nominated By: Nominating Committee



### Work Experience

45 years of varied business experience with service on non-profit Boards of Directors. Owner/operator "The Country Lady Bug Greenhouse". Former Associate Executive Director for Pemi-Baker Home Health & Hospice. 1989/2007 VP-Regulatory

Compliance Officer, Pemigewasset National Bank & Northway Bank. 1968/1988 worked for a law firm in Plymouth. Serving 5th term as Campton Selectman and Treasurer of Pemi-Baker Regional & Campton School Districts.

### Educational Background

Graduate of Plymouth High School and Champlain College. UNH Continuing Education in Paralegal Studies; ABA Compliance School; New England School of Banking; Leadership New Hampshire; ICBA Compliance School. Through NRECA training, earned Credentialed Cooperative Director and Board Leadership designations. September 2012 received Northeast Public Power Association Commissioner Service Award in recognition of distinguished service to NHEC.

### Additional Comments

I have served 12 years on the NHEC Board and have served as Chairman of NHEC's Audit Committee, as Assistant Treasurer and for the last 4 years as NHEC's Treasurer & Chairman of Corporate Services Committee. During my Audit Committee Chairmanship, the Audit Committee's function was expanded to receive internal control reviews driven by an annual risk assessment including its information security program that ensures protection of members' information.

I am very excited about the most recent decision to embark on an effort to bring community solar to NHEC's membership. This would provide members with an opportunity to receive the benefit of solar without having to have solar installed on their homes.

I would appreciate your vote. My email address is [countryladybug@eagle1st.com](mailto:countryladybug@eagle1st.com).

## DAVE TALBOT

NHEC Service Location: North Woodstock, NH  
Nominated By: Nominating Committee



"Service to the members and commitment to Cooperative principles."

I am pleased that the nominating committee has endorsed my candidacy for a fifth term. I have served diligently on the Board for twelve years: seven as treasurer and four as assistant treasurer. I serve

as Chair of the Audit Committee and as member of Executive and Corporate Services Committees. My experience in finance and management serves you in:

- Discerning complex issues that come before the board
- Understanding your desire for reliable electric energy at affordable rates
- Exploring renewable energy sources and clean technology to preserve our environment and improve health
- Embracing new technology and methods that create efficiency in operation
- Reviewing cash flows and financial reports
- Responding to members' needs

My career and education have prepared me for this role. I teach finance and economics at Plymouth State University. Prior experience includes executive positions in the ski resort industry (including CFO at Loon Mountain), Treasurer of Tech Resources, Inc. and President of Granite Bank. My education includes a BSBA from University of Denver with advanced business and finance degrees from Brown University and Plymouth State. I keep current through participation in educational courses offered by utility industry trade associations and achieved the designation of Certified Credentialed Director.

I believe in contributing to the community. I serve as trustee and treasurer of the NHEC Foundation, and have served on numerous community boards including Speare Memorial Hospital and North Country Center for the Arts.

I request your vote!

## CHARLES R. "CHUCK" BRAXTON

NHEC Service Location: Meredith, NH  
Nominated By: Nominating Committee



### Experience

Chuck is a REALTOR® at Roche Realty Group. For the past 11-years his practice has specialized in large acreage and waterfront properties. Earlier Chuck was president of ENTAG, an e-financial services firm serving renewable generation; NE

region VP for Duke Energy's energy services affiliate; and chief marketing officer for a \$600m energy delivery unit of Niagara Mohawk. Chuck also was a senior executive in medical device and high-tech businesses. Committed to preservation of the environment, Chuck is also President of Windy Waters Conservancy protecting the Lake Waukewan watershed.

### Education

Chuck earned 60% of his college education costs. He holds an MBA in finance and industrial marketing and a BS in Engineering with honors. Chuck also earned the Credentialed Cooperative Director designation and the Board Leadership Certificate from the National Rural Electric Cooperative Association.

### Chuck's Perspective

In my twelve years of service as a director, I am proud of what we have accomplished for you—our members. Working with others on the board and in management, we have ensured that your Cooperative operates ethically, transparently, fairly and responsively. We put policies in place to sustain these guiding principles. We are proactive to help you manage your energy bills, to support renewable energy sources and energy efficiency and to control costs in a challenging business climate. Thanks for the opportunity to continue to serve you. Thanks for your vote. Questions, comments or concerns? Please contact me any time at 603-677-2154 or cbraxton@metrocast.net. I look forward to hearing from you at any time.

## KEN COLBURN

NHEC Service Location: Meredith, NH  
Nominated By: Nominating Committee



During three terms as a director, I've pushed for a cost-effective, sustainable future for our Co-op. NHEC has made good progress, and I ask for your vote to continue this work.

NHEC is healthy, respected, and independent. We've improved our reliability and storm recovery, upgraded our grid, kept rates as stable as possible despite seasonal cost swings, and hired a capable new CEO. We've invested in efficiency and renewables, and reached NH's "net metering" cap, but will continue to help members go solar. These actions keep money in our local economy, enhance reliability, reduce risk, improve security, and help prevent harmful transmission projects.

Utilities face tough challenges: rising costs, slower growth, pollution impacts, and disruptive new technologies. NHEC can't solve them simply by increasing the monthly member charge. My current work focuses on creating economic opportunity via wise energy and environmental policies. I've led NH's air pollution agency at DES, managed energy and environment issues for BIA, worked in manufacturing, and taught at Proctor Academy. I earned a BS from MIT; an MBA and MEd from UNH. I'm proud to represent NH at NRECA (the national association of electric cooperatives) and to serve on the Meredith Energy Committee and the NH Sustainable Energy Association, Jordan Institute, Conservation NH, and Squam Lakes Natural Science Center boards. Earlier, I chaired the Andover School Board and the New London Hospital Board. I'm a NH native and a lifelong NHEC member.

Please contact me at 279-0770 or  
kcolburn@symbioticstrategies.com,  
and thank you for your vote.

## OFFICIAL NOTICE



### **76th Annual Meeting of the New Hampshire Electric Cooperative, Inc.** *Tuesday, June 16, 2015*

The Annual Meeting of the Members of New Hampshire Electric Cooperative, Inc. will be held Tuesday, June 16, 2015 at Prospect Hall on the campus of Plymouth State University in Plymouth, NH. Registration begins at 5 p.m. and the meeting will commence at 6 p.m. Members will be asked to take action on the items listed below.

1. Secretary's report of members present
2. Reading of the notice of meeting by the Secretary
3. Reading of the minutes of the 2014 meeting for approval by the members and taking necessary action on those minutes
4. Presentation and consideration of, and actions upon, report of officers, directors and committees
5. Presentation of results of the Board of Directors' election and vote on bylaw changes
6. Unfinished business
7. New business
8. Adjournment

Joan Aubrey, Secretary  
April 22, 2015

## MEET & EAT!



### **76th Annual Meeting of Members**

*Tuesday, June 16, 2015*

Prospect Hall, Plymouth State University  
High Street, Plymouth, NH

**Dinner starts at 5:00 p.m.**

**Business Meeting begins at 6:00 p.m.**

Come early and enjoy dinner provided by Sodexo Catering. A suggested donation of \$5 per person will benefit worthy causes in the Plymouth area. Door prizes and post-meeting raffle! **Please RSVP to: 1-800-698-2007**

[www.nhec.coop](http://www.nhec.coop)

# NEW HAMPSHIRE ELECTRIC COOPERATIVE 2015 Official Ballot

Completely fill in the oval opposite the name of each candidate you wish to vote for as shown. ●

**Please use black ink only. Do not use red ink.**

Place your completed ballot in the green, postage-paid return envelope and mail.

**Ballots must be received by 4:30 p.m., Wednesday, June 10, 2015.**

Ballot counting will start on Thursday, June 11, 2015 at the Co-op's Plymouth Headquarters facilities beginning at 7:30 a.m.

## Ballot 1 Question 1 Election of Directors

VOTE FOR NOT MORE THAN FOUR (4)  
Ballots with more than four (4) votes will  
be voided

Statements from candidates appear in the  
accompanying brochure

Please read the Nominating Committee's  
report in the enclosed brochure

- Dave Talbot**  
*Nominated by Nominating Committee*
- Chuck Braxton**  
*Nominated by Nominating Committee*
- Ken Colburn**  
*Nominated by Nominating Committee*
- Sharon Davis**  
*Nominated by Nominating Committee*

### Write-in Candidates

- \_\_\_\_\_  
*Write-in*
- \_\_\_\_\_  
*Write-in*
- \_\_\_\_\_  
*Write-in*
- \_\_\_\_\_  
*Write-in*

## BALLOT 2 QUESTION 1: BYLAW AMENDMENTS

Completely fill in the oval to the right of your choice as shown. ●

**Shall NHEC's Bylaws be amended effective June 16, 2015 to reflect the changes as described on the back of this ballot?**

YES

NO



**TURN BALLOT OVER TO VOTE FOR BYLAW CHANGE AND BOARD OF DIRECTORS**

**BALLOT 2 QUESTION 1: BYLAW AMENDMENT**

Proposed additions are underlined.

**ARTICLE III, Voting, Sections 5 and 7**

*Section 5. Regulation by Board of Directors.* The Board of Directors may make reasonable rules and regulations pursuant to Section 7, Article IV of these Bylaws to fill in the details relating to voting by mail or electronically where not explicitly covered by the preceding sections of this article.

*Section 6. Effect of Mail Ballot.* No action taken by mail ballot may be reconsidered, rescinded, repealed or amended other than by mail ballot. All actions taken by mail ballot shall take effect at the adjournment of the meeting at which the results of such balloting were declared, unless a different time is specified in the text of the subject submitted to mail ballot.

*Section 7. Electronic Voting.* The use of the term "mail" elsewhere in these bylaws notwithstanding, any provision of these bylaws concerning notices, voting, ballots, material accompanying ballots, the distribution of ballots and materials accompanying ballots, the return of ballots, and the counting, retention and recounting of ballots, may be satisfied by the use of electronic communications, electronic transactions or electronic records in accordance with rules and regulations concerning electronic voting established by the Board of Directors.

**Statement from Board of Directors on Ballot 2 Question 1: Bylaw Amendment:**

**This amendment is proposed by the Board of Directors.**

**Adopting this ballot question would allow for the possible future use of electronic communications in NHEC membership votes, subject to rules and regulations to be adopted by the Board of Directors.**



## 2015 Town Center Committee

### **Purpose:**

The purpose of the Committee is to determine the status and existing conditions of municipal administrative and Library facilities within the Town Center and to develop a broad set of goals, objectives and recommendations through a collaborative planning approach for the future use of Town facilities in order to increase capacity and communication, while decreasing potential duplication of goals or services.

(Lee's Town Center has been defined as the area contained within a ½ mile radius of the Lee Triangle, which is at the intersection of Mast Road (Route 155,) George Bennett Road, and Lee Hook Road.)

The Committee will work under the authority and direction of the Select Board. The Select Board shall have full discretion to appoint Committee members.

### **Deliverable:**

The Committee is to prepare a memorandum of its preliminary findings that contains goals, objectives, and recommendations and other related information and figures as deemed appropriate by the Committee and the Select Board.

### **Duration:**

The Committee will produce a preliminary memorandum within six months following the first meeting of the Committee. This schedule may be subject to modification according to review and approval of the Select Board.



**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: Janet (Jan) Allen  
Address: 85 Tuttle Road Phone/Cell: 603-292-6143  
# of Years as a Resident: 5  
Email address: jimpa@aol.com

Full Membership (3 year term) position applying for: Town Center Committee  
Term Expires on the following date: \_\_\_\_\_  
Alternate Position (3 year term) position applying for: \_\_\_\_\_  
Term Expires on the following date: \_\_\_\_\_

I feel the following experience and background qualifies me for this position: \_\_\_\_\_  
President Lee Historical Society  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Janet P. Allen  
Signature

March 27, 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.



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

Applicant's Name: Deborah Schanda

Address: 18 Hale Farm Road Phone/Cell: 603-969-4774

# of Years as a Resident: 25

Email address: deborahschanda@gmail.com

Full Membership (3 year term) position applying for: Town Center Committee

Term Expires on the following date: \_\_\_\_\_

Alternate Position (3 year term) position applying for: \_\_\_\_\_

Term Expires on the following date: \_\_\_\_\_

I feel the following experience and background qualifies me for this position: I am a certified Project Management Professional working in this capacity for over 15 years. I've lived in the Town of Lee for 25 years working with the children as Odyssey of the Mind coach for ~ 8 years and for the town as Treasurer of the Friends of the Lee Library for ~ 5 years. I would very much like to work towards beautifying the town center and insuring it's history is preserved.

Deborah Schanda  
Signature

March 29, 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.



**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: LARRY KINDBERG

Address: 12 LEE HILL RD LEE Phone/Cell: 603-292-5790 603-475-3207(x)

# of Years as a Resident: 9

Email address: LARRYKINDBERG@COMCAST.NET

Full Membership (3 year term) position applying for: FULL MEMBERSHIP TOWN CENTER COMMITTEE

Term Expires on the following date: \_\_\_\_\_

Alternate Position (3 year term) position applying for: \_\_\_\_\_

Term Expires on the following date: \_\_\_\_\_

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

RECREATION COMMISSION CHAIRMAN & RESIDENT THAT LIVES WITHIN  
2,000' OF PROPOSED TOWN CENTER.

\_\_\_\_\_

Larry A. Kindberg  
Signature \_\_\_\_\_ Date 4/6/15

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



TOWN of LEE, NEW HAMPSHIRE  
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: Lori Wright

Address: 13 Furber Drive, Lee, NH 03861

Phone/Cell: 659-9688

# of Years as a Resident: 13

Email address: lgwright@comcast.net

Full Membership (3 year term) position applying for: Member of Lee Town Center Committee

Term Expires on the following date:

Alternate Position (3 year term) position applying for:

Term Expires on the following date:

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

I live within the Town Center area. I have worked successfully worked with other town residents to enfranchise voters as part of the SB2 effort and to educate residents about the artificial turf proposal at Litter River Park.

In addition, I have extensive leadership and public relations experience, having worked in a public relations capacity at UNH for more than a decade. Currently I am the communications coordinator for the NH Agricultural Experiment Station, which is part of the UNH College of Life Sciences and Agriculture.

Signature *Lori Wright* (electronic signature)

Date April 5, 2015

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.

## **LORI G. WRIGHT**

13 Furber Drive, Lee, NH 03861

603-659-9688

[lgwright@comcast.net](mailto:lgwright@comcast.net)

### **SUMMARY**

- Comprehensive view of the interdependency of strategy, communications, and engagement.
- Twenty years of experience in communications and marketing, with an emphasis on media relations and stakeholder engagement.
- Ability to envision, design, and implement effective communications strategies aligned with comprehensive short-term and long-term goals.
- Proven track record of assuming additional responsibility and performing above expectations.

### **EDUCATION**

**PhD in Education (Higher Education Leadership and Policy)**, University of New Hampshire (pursuing)

**MBA**, Plymouth State University, 2011

**MA in Political Science**, University of New Hampshire, 2006

**BA in Journalism**, Louisiana State University, 1991

### **EXPERIENCE**

**Communications and Stakeholder Engagement Coordinator, April 2014 to present**

**NH Agricultural Experiment Station, University of New Hampshire College of Life Sciences and Agriculture, Durham, NH**

- **Strategic Communications:** Initiated and direct first comprehensive communications effort for the NH Agricultural Experiment Station, the university's original research organization founded in 1887. Effort includes media and public relations; stakeholder, government, and industry relations; web communications; social media engagement; and event planning and outreach.
- **Media Relations:** Oversee media relations efforts of experiment station, writing and summarizing highly technical scientific research projects, outcomes, and impacts for a broad, nontechnical audience. Serve as spokesperson for experiment station and interact with reporters on a regular basis. Efforts are primarily target statewide and niche media and have resulted in extensive media coverage in all statewide news outlets as well as numerous regional outlets and some national outlets, including NPR's All Things Considered and the Wall Street Journal. Experiment station news also is regularly featured in key niche agricultural media.
- **Stakeholder Engagement:** Serve as experiment station's stakeholder interface through directed email communications, web, social media and other formats to field suggestions, address questions, and disseminate appropriate information concerning the experiment station and its activities. Key audiences across the state include farmers, producers, and growers; NHAES external advisory members and development representatives; legislators and policy makers; representatives of agricultural departments and organizations; UNH faculty and staff; and the public via the news media.
- **Event Planning:** Manage high-profile outreach events, including the experiment station's 2015 NH Farm and Forest Exhibition booth, which received first place for the best representation of the

expo theme.

- **Marketing Publications:** Oversee marketing publications for experiment station, including brochures, annual report, and other materials designed to educate legislators, policy makers and the general public about the experiment station's research impact.

#### **Media Relations Officer, June 2004 to April 2014**

##### **Office of Media Relations, University of New Hampshire, Durham, NH**

- **Communications:** Developed and implemented strategic communications plans and messaging with specific outcomes regarding targeted, key audiences. Required a high level of coordination, project management, and interpersonal communication with hundreds of faculty, researchers, administrators, and external stakeholders.
- **Media Relations:** Managed national, regional, and statewide publicity efforts for the College of Liberal Arts and the Peter T. Paul College of Business and Economics, and their associated research centers. Efforts resulted in extensive coverage in top-level media outlets such as the New York Times, USA Today, Washington Post, Wall Street Journal, Financial Times, CNN, ABC, NBC, CBS, NPR, BBC, Associated Press, and all major New England and state news outlets.
- **Social Media:** Integrated social media into communications strategies. As administrator for several UNH Facebook pages and UNH Twitter accounts, engaged diverse audiences using the most effective social media standards.
- **Event Planning:** Managed high-profile events such as press conferences with commencement speakers, media events for national presidential debates, and publicity for events with corporate and governmental partners.
- **Marketing Publications:** Served as principal writer for top-level university marketing pieces such as annual reports, college newsletters, donor relations materials, alumni outreach products, and high-visibility web pages.

#### **Campus Journal Editor, December 2001 to June 2004**

##### **Office of Media Relations, University of New Hampshire, Durham, NH**

- **Internal Communications:** As editor of UNH's primary internal communications vehicle, managed print and online versions Campus Journal from conception to production. Oversaw all multimedia content creation, layout, and distribution. Advised UNH president's office and senior administrators regarding messaging of sensitive university information on policy changes from human resources and finance departments, implementation of new systems, and organizational efficiency efforts.
- **Project Management:** Oversaw transition of primary internal communications vehicle, Campus Journal from weekly print publication to an online publication, expanding access and saving the university \$100,000 a year in printing costs. Project manager for a database-driven content management system that leveraged UNH news and information to internal and external audiences, enhancing the reputation of UNH with donors and alumni. Web-based system now is used to communicate with more than 100,000 members of internal and external audiences.
- **Online Communications:** Oversaw online communications for UNH Media Relations, including design, structure, content, and maintenance of website and distribution of weekly e-newsletter reaching 45,000 subscribers.

### **PREVIOUS EXPERIENCE**

- Corporate Communications Specialist, NPO Solutions, 2001
- Chief Copy Editor, LocalBusiness.com, 2000-2001
- Editor, The Union Leader (NH), 1999-2000
- Editor, Concord Monitor (NH), 1996-1999
- Education Reporter, Pensacola News Journal (Florida), 1994-1996
- Reporter, Conroe Courier (Texas), 1992-1994

### **AFFILIATIONS**

- Member, National Association of Science Writers, 2015-present
- Member, Association for the Study of Higher Education Graduate Network, 2013-present
- Member, New Hampshire Women in Higher Education Leadership, 2013-present
- Member, Education Writers Association, 2012-present
- Participant, Simmons Leadership Conference, 2011
- Co-chair, UNH President's Commission on the Status of Women, 2010-2012
- Member, UNH Workplace Flexibility Task Force, 2011-2012
- Member, UNH Web Team, 2002-2004
- Fellow, Poynter Institute for Media Studies, 2000
- Member, Leadership Greater Concord (NH), 1999

### **TECHNICAL EXPERTISE**

- Media Relations management: Meltwater, Cision, Vocus, PR Newswire, MediaAtlas, Newswise, and EurekaAlert!
- Website development: HTML coding, Drupal, Dreamweaver, and other Macromedia products
- Social Media management: Facebook, LinkedIn, Twitter, Hootsuite, Pinterest, WordPress, Blogger, and YouTube
- Multimedia development: Microsoft Office suite of products, Adobe suite of products, photography, and videography
- Content management systems
- Quantitative methods and SPSS/statistical analysis





**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: Cary Brown

Address: 11 Thornton Ln Phone/Cell: 603 828 9616

# of Years as a Resident: 8

Email address: Caryandann@aol.com

Full Membership (3 year term) position applying for: Town Center Comm

Term Expires on the following date: \_\_\_\_\_

Alternate Position (3 year term) position applying for: \_\_\_\_\_

Term Expires on the following date: \_\_\_\_\_

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

Budget Committee member, Facility  
PLANNING EXPERIENCE, organized

\_\_\_\_\_  
\_\_\_\_\_

Cary Brown  
Signature

April 1 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.



RECEIVED  
APR 07 2015

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

TOWN OF LEE, NH  
SELECTMEN'S OFFICE

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

Applicant's Name: PAUL L GASOWSKI

Address: 46 LAMPREY LANE Phone/Cell: 659-5273

# of Years as a Resident: 29

Email address: plgasowskilee@gmail.com

Full Membership (3 year term) position applying for: TOWN CENTER COMMITTEE

Term Expires on the following date: \_\_\_\_\_

Alternate Position (3 year term) position applying for: \_\_\_\_\_

Term Expires on the following date: \_\_\_\_\_

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

- SERVED ON TOWN CENTER COMMITTEE 2009-10 <sup>2011-PRESENT</sup>
- SERVED ON OYSTER RIVER SUSTAINABILITY COMMITTEE
- SERVED ON LEE AGRICULTURAL COMMISSION 2006(?) - PRESENT
- EDUCATIONAL/TEACHING- BACKGROUND AND SKILL SET

[Signature]  
Signature

7 APRIL 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.



**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: Chuck Cox

Address: 36 Capt. Smith Emerson Rd Phone/Cell: 868 1822

# of Years as a Resident: 32

Email address: tuckawayfarm@comcast.net

Full Membership (3 year term) position applying for: Town Center Committee

Term Expires on the following date: \_\_\_\_\_

Alternate Position (3 year term) position applying for: \_\_\_\_\_

Term Expires on the following date: \_\_\_\_\_

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

Have Served on the library building committee - 2+ years  
have experience in building + construction, operate  
a diversified farm. Know many citizens of  
Lee, Served on the Lee Town Fair - committee 2 years -

Chuck Cox  
Signature

4/9/2015  
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.

# **SELECTMEN'S MEETING**

**May 26, 2015**

## **CONSENT AGENDA ITEMS**

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

### **SIGNATURES REQUIRED**

- Intent to Cut

### **INFORMATION ONLY**

- FEMA Flood Map Letter
- Donation to Conservation Commission for 4-H Barry Camp Attendee
- Donations to Town of Lee for Art Sculpture Base (2 checks)
- 4<sup>th</sup> Annual Raid Rockingham Bicycle Ride Sunday June 7<sup>th</sup>

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

RSA 79:10  
See instructions on back.

YR TOWN OP#  
15-255-04-T

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

PLEASE TYPE OR PRINT

- 1 City/Town of LEE
- 2 Tax Map No./Lot or USFS sale name & unit #: MAP 1, LOTS 4-0, 4-5, 7-0
- 3 Is this intent an: Original  Supplemental  Orig. Oper. # \_\_\_\_\_
- 4 Name of road from which accessible: HAYES ROAD
- 5 a Acreage of lot: 89.5 Acreage of cut: 6
- b Anticipated start date: 5/13/15
- 6 Type of ownership (check only one):
  - a Owner of Land and Stumpage.....
  - b Previous owner retaining deeded timber rights.....
  - c Owner/Purchaser of stumpage & timber rights on public lands (Fed., state, municipal, etc.) or Utility Easements.....

Report of Cut Form/Certificate to be sent to:  
OWNER  LOGGER/FORESTER

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

Timber Tax Information is Available at [www.revenue.nh.gov](http://www.revenue.nh.gov)  
Questions?? Call (603) 271-2687

A [Signature] 5/13/15  
SIGNATURE OF OWNER(S) OR CORPORATE OFFICER DATE

B \_\_\_\_\_  
SIGNATURE OF OWNER(S) OR CORPORATE OFFICER DATE

C W. TURNER PORTER, MANAGING MEMBER  
CORPORATE OFFICER NAME AND TITLE

MAPLE HEIGHTS REALTY, LLC  
PRINT OWNER(S) NAME

149 EPPING ROAD, SUITE 2A  
MAILING ADDRESS

EXETER NH 03833  
CITY/TOWN STATE ZIP CODE

Tele. No.: (603) 778-6894

8 Description Of Wood Or Timber To Be Cut

Species	Estimated Amount To Be Cut	
White Pine	<u>30 cu</u>	MBF
Hemlock	<u>—</u>	MBF
Red Pine	<u>—</u>	MBF
Spruce & Fir	<u>—</u>	MBF
Hard Maple	<u>—</u>	MBF
White Birch	<u>—</u>	MBF
Yellow Birch	<u>—</u>	MBF
Oak	<u>10,000</u>	MBF
Ash	<u>—</u>	MBF
Beech & Soft Maple	<u>12 cu</u>	MBF
Pallet or Tie Logs	<u>15 cu</u>	MBF
Others (Specify)	<u>—</u>	MBF
<b>Pulpwood:</b>	Tons or Cords	
Spruce & Fir		
Hardwood & Aspen		
Pine		
Hemlock		
Whole Tree Chips	<u>240 tons</u>	

Miscellaneous:	
Birch Bolts	Cords
Cordwood & Fuelwood	<u>100</u> Cords

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

Species:	Amount:
----------	---------

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

[Signature] 5/12/15  
SIGNATURE OF LOGGER/FORESTER OR PERSON RESPONSIBLE FOR CUTTING DATE

DAVID DOUCETTE 207-252-5651  
PRINT NAME TELEPHONE

PO. Box COEY  
MAILING ADDRESS

Berwick ME 03901  
CITY/TOWN STATE ZIP CODE

FOR ASSESSING OFFICIALS ONLY

The selectmen/assessing officials hereby certify that:

- 1 All owners of record have signed intent;
- 2 The land is not under the Current Use-unproductive category;
- 3 The form is complete and accurate; and
- 4 Any timber tax bond required has been received.

Enter Amount of Timber Tax Bond Required and Date Posted:  
\$ \_\_\_\_\_ Date \_\_\_\_\_

- 5 The tax collector will be notified within 30 days of receipt per RSA 79:10;
- 6 This form to be forwarded to DRA within 30 days.

Signature (in ink) of Assessing Official \_\_\_\_\_ Date \_\_\_\_\_

Signature (in ink) of Assessing Official \_\_\_\_\_ Date \_\_\_\_\_

Signature (in ink) of Assessing Official \_\_\_\_\_ Date \_\_\_\_\_



Federal Emergency Management Agency  
Washington, D.C. 20472

RECEIVED  
MAY 07 2015  
LEE, NH  
OFFICE

David Cedarholm  
Chairperson, Board of Selectmen  
Town of Lee  
7 Mast Road  
Lee, New Hampshire 03861

(179RS-CW):  
Community No.: 330148  
Community: Town of Lee,  
Strafford County,  
New Hampshire

Dear Mr. Cedarholm:

Enclosed is a copy of the revised Flood Insurance Study (FIS) materials for Strafford County, New Hampshire (All Jurisdictions) prepared by the Department of Homeland Security's Federal Emergency Management Agency (FEMA). These materials may include revised Flood Insurance Rate Map (FIRM) panels, a revised FIRM Index, and a revised FIS report. To avoid confusion, please replace materials that you currently have on file with the most recent copy.

As you are aware, your community shares the enclosed Index with several other jurisdictions in the county. Future revisions to the enclosed FIRM Index will only be issued to you if a FIRM panel on which your community is located is revised. This FIRM Index will therefore remain valid for your community until such time as a panel on which your community is shown is revised.

It is also important to note that if your community annexes land that is shown on adjacent FIRM panels in the future, you must obtain a current copy of the adjacent panel as well as the current FIRM index. Additional digital copies of the enclosed materials may be ordered from the FEMA Map Information eXchange toll free at 1-877-336-2627 (877-FEMA MAP), or via the website at <http://msc.fema.gov>.

Sincerely,

Luis Rodriguez, P.E., Chief  
Engineering Management Branch  
Federal Insurance and Mitigation Administration

Enclosure(s)

Revision Effective Date: September 30, 2015



Marc E. Jacobs, CSS, CWS, PWS, CPESC  
 Professional Wetland / Soil Scientist  
 jacobs2wetsoil2004@yahoo.com

Jandra,

Please excuse this informal cover. Thank you for contacting me... Glad to help out. Hopefully I will get to meet this year camper.

Marc

©2010 MessageProducts 1-800-243-2565 www.messageproducts.com

54-7001/2114

1776

**MARC E. JACOBS**  
 CERTIFIED WETLAND/SOIL SCIENTIST

DATE 04/28/15

PAY TO THE ORDER OF

Town of Lee

\$ 100.00/100

One hundred and 00/100

DOLLARS

**FEDERAL SAVINGS BANK**  
 DOVER, NH 03820-4680

"There is nothing so American as our parks." - FDR  
 www.npca.org

MEMO

Donation - Barry Camp



Marc E. Jacobs MP

⑆ 2114 70018⑆ 57 343014⑆ 1776

ACADIA NATIONAL PARK

PRINTED ON RECYCLED PAPER USING VEGETABLE-BASED INKS

Donation to Conservation W. in sponsorship of annual 4-H attendee

Wm Hunter

5/11/15

609 Portsmouth Avenue  
 PO Box 417  
 Greenland, NH 03840-0417

Phone (603) 686-5097  
 Fax (603) 686-5142  
 Mobile (603) 534-SOIL (7645)

MARY WOODWARD  
ROBERT S WOODWARD

54-7001/2114

400

DATE 5/6/15

© HILLMAN CAMBRIDGE SAFETY PAPER

PAY TO THE ORDER OF Town of Lee NH \$ 50.00

Fifty & 00/100 DOLLARS



ESSENTIAL CHECKING

W. Woodward MP

MEMO \_\_\_\_\_

⑆ 2 1 1 4 7 0 0 1 8 ⑆ 5 8 0 7 8 3 7 0 ⑆ 0 0 4 0 0

PATRICIA S. JENKINS, REVOCABLE TRUST  
PATRICIA S. JENKINS, TRUSTEE  
9 HARVEY MILL ROAD  
SOUTH LEE, NH 03824

835  
52-143/112

DATE May 20 15

© HILLMAN CAMBRIDGE

PAY TO THE ORDER OF Town of Lee - school fund \$ 25.00

Twenty five & 00/100 DOLLARS



FOR money supp. base Patricia Jenkins MP

⑆ 0 1 1 2 0 1 4 3 2 ⑆ 0 0 0 6 0 0 5 8 6 1 ⑆ 0 8 3 5



Date: May 5, 2015

RECEIVED  
MAY 06 2015  
TOWN OF LEE, NH  
SELECTMAN'S OFFICE

To the Town of Lee Select Board:

I, Mary Woodward am donating

the sum of \$ 50.00 to the Town of Lee, NH for the purpose of defraying the costs to the Town for the installation of the donated piece of sculpture to be placed at the Transfer Station.

I understand that these funds will be accepted by the Select Board under the authority granted by NH RSA 31:95-b and that if for any reason the funds cannot be used for the purpose stated above my donation will be returned to me in full.

Since the funds are to be used for a public purpose, the donation would be deductible for tax purposes to the donor. A letter from the Town stating such is available upon request.

Mary Woodward  
Signature

131 Wednesday Hill Rd  
Address

Lee NH 03861

Town/State/Zip

## Denise Duval

---

**From:** Julie Glover  
**Sent:** Wednesday, May 20, 2015 11:19 AM  
**To:** Denise Duval  
**Subject:** FW: Bicycle Ride - Sunday Jun 7th - Lee  
**Attachments:** Lee Ins Cert - LOCO Cycling.pdf

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

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

**From:** [arlonchaffee@gmail.com](mailto:arlonchaffee@gmail.com) [<mailto:arlonchaffee@gmail.com>] **On Behalf Of** Arlon Chaffee  
**Sent:** Friday, May 08, 2015 10:18 AM  
**To:** Julie Glover  
**Cc:** Tom Dronsfield  
**Subject:** Re: Bicycle Ride - Sunday Jun 7th - Lee

Julie - the 4th Annual Raid Rockingham will take place on Sun Jun 7th. This is the dirt road ride that will pass through Lee. I will work with Chief Dronsfield (cc'd here) to address any safety considerations.

We expect about 400 riders this year. The ride originates in Newmarket and by the time they reach Lee the riders will be spread out thinly - it should look like any other Sunday in Lee, with cyclists sharing the road with motorists. The route will enter Lee on Rt 152, from the West side of Rt 125. Riders will cross Rt. 125 and enter Demeritt Ave, on to Cartland & Lee Hill. Riders will then pass through Lee on Rt 155 and exit via Packers Falls.

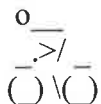
I will explain to all riders that rules of the road are to be observed, with particular emphasis on the Rt 125 signal (I will have warning signage up as cyclists approach this intersection).

Due to the size and the nature of the event I don't believe a police detail would be required.

I have attached a Cert of Insurance with Town of Lee as Additional insured.. Please let me know if you require additional information.

Thanks!

Arlon



Friends don't let friends ride slow

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

Please consider the environment before printing this e-mail



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/04/2015

Page 1 of 2

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

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

<b>PRODUCER</b>  Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> PHONE (A/C, NO, EXT): <b>877-945-7378</b> FAX (A/C, NO): <b>888-467-2378</b> E-MAIL ADDRESS: <b>certificates@willis.com</b>
	INSURER(S) AFFORDING COVERAGE INSURER A: <b>Lexington Insurance Company</b> NAIC# <b>19437-001</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b>  USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	

**COVERAGES**

CERTIFICATE NUMBER: 23145297

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		015375404	12/31/2014	12/31/2015	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b> \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Endorsement LX4309 (06/14) AI- DESIGNATED PERSON-ORG: As required by written contract, Certificate holders are named as Additional Insured for USA Cycling sanctioned/permited events.

Endorsement NAMEINSD (02/94) NAMED INSURED AMENDMENT: Event Organizers and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC Event Permit Application and coverage will be afforded only for the specific event and date on the permit.

**CERTIFICATE HOLDER****CANCELLATION**

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



## ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Texas, Inc.		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	
POLICY NUMBER 015375404		EFFECTIVE DATE: 12/31/2014	
CARRIER Lexington Insurance Company	NAIC CODE 19437-001		

**ADDITIONAL REMARKS**

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

Event #2015-2106  
 Event Name: Raid Rockingham  
 Event Location: Newmarket, NH  
 Event Date: 06/07/2015

Certificate Holder is an Additional Insured with respects to Event #2015-2106, Raid Rockingham, in Newmarket, NH on 06/07/2015, but only with respect to the liability arising out of the Named Insured's Operations.

## ENDORSEMENT

This endorsement, effective 12:01 A 12/31/2011

Form: a part of policy no.: 015375404

Issued to: USA CYCLING, INC.

By: LEXINGTON INSURANCE COMPANY

### ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2025 04/13)

This endorsement modifies insurance provided by the following:

#### COMMERCIAL GENERAL LIABILITY POLICY

#### SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

#### AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations:

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or