

SELECT BOARD MEETING AGENDA

DATE: 6:00pm Monday, August 17, 2015

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

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

1. Call to Order - 6:00 pm
2. Public Comment
3. **Todd Selig, Durham Town Manager – ReVision Energy’s Solar Project in Lee (Land owned by Durham)**
Durham/ReVision Energy’s proposal to install a 640 / 504 grid-tied solar photovoltaic project at the Packers Falls Gravel Pit located in Lee received a grant award amount of \$501,000. Discuss the project with the Select Board and request that the Town of Lee consider entering into a Payment in Lieu of Taxes (PILOT) agreement.
4. **Caren Rossi, Planning and Zoning Administrator**
 - a. **Lee Fair Vendor Insurance** – *Discuss adding criteria to application for waiving vendor insurance*
 - b. **Bob Moynihan** – *Discuss plans for his retirement celebration*
 - c. **Fair Costs** – *Update the Board on the latest Fair budget*
5. **Randy Stevens, Highway Supervisor**
 - a. **Road Salt** – *Present State Bid Contracts and recommend entering into an agreement with both Morton Salt and Granite Sale Minerals for the purchase of approximately 475 tons of winter bulk de-icing salt for the 2015-16 winter season at State Bid Price.*
 - b. **Department Update & Discussion** – *FEMA grant, LRP, Planned work, CIP, FY16-17 Budget and future direction of department*
6. **Peter Macdonald** – *Discuss the Superior Court Continuance with the Select Board*
7. **Carole Dennis, Select Board Chair – Crosswalk on George Bennett Road**
Discuss the possibility of adding a crosswalk on George Bennett Road across from the Public Safety Complex.
8. **Julie Glover, Town Administrator Report**
 - a. **Policy on the Use of Appropriated Funds to purchase food**
 - b. **Color Run at Speedway**
 - c. **Miscellaneous**
9. **Motion to Enter into Non-Public Session**
 - a. **RSA 91-A:3 II (a) - Personnel Issues**
10. **Motion to accept the Consent Agenda as presented:**

SIGNATURES REQUIRED

Pole Licenses (3)
Equitable Sharing Agreement and Certification
Amendment to Employment Agreement

INFORMATION ONLY

Durham Zoning Board of Adjustment Meeting Notice
Letter to Peter Macdonald re: Veteran’s Resort Chapel Tax
Exemption Application
Grant check in the amount of \$500 to CC from LRWA
DRA ltr re: state’s unresolved operating budget and property tax
rate-setting

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

11. **Motion to accept the Select Board Public and Non Public Meeting Minutes from August 3rd.**
12. **Motion to accept Manifest #3 and Weeks Payroll Ending August 16, 2015.**
13. **Miscellaneous/Unfinished Business**
14. **Adjournment**

Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on August 14, 2015

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



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

MEMORANDUM

TO: Lee Select Board
FROM: Julie E. Glover, Town Administrator 
DATE: August 14, 2015
RE: Town of Durham's Proposed Solar Project at Packers Falls Road Gravel Pit, Lee NH

The Town of Durham has partnered with ReVision Energy to obtain a \$501,000 Renewable Energy Grant in order to construct a 640 kWh Solar Photovoltaic array on land located in Lee. Because Durham will not own the array, it is taxable under NH RSA 72:23; however, because it is a renewable generation facility, NH RSA 72:74 allows the Select Board to negotiate a payment in lieu of taxes (PILOT) agreement with the owner of the facility.

After reviewing Mr. Selig's letter dated August 13, 2015 and the Town of Lee's annual electrical use and rates, I spoke with Stephen Hinchman, ReVision Energy, as I had a number of questions regarding the possible value of the project, how Lee might benefit from reduced electrical rates, etc. It quickly became apparent that, because Lee pays 85% (\$32,000) of its electrical budget to the NH Cooperative and only 15% (\$6,000) to Eversource, there would be no financial advantage to Lee to enter into an agreement with Durham to purchase electricity generated by their proposed solar array, as only the Eversource meters could be tied in.

Mr. Hinchman offered that the construction cost would be approximately \$1.8 million, excluding "soft costs," such as engineering and permitting. Assuming that this would be used as the assessed value, the taxes due, based on the \$29.70 2014 rate, would be \$53,460. If a PILOT were to be negotiated based on the Town tax rate only (\$5.19), the annual amount would be \$9,342.

I hope that you find this information helpful. Please do not hesitate to contact me if you have any questions.

Town of Lee

General Ledger - On Demand Report

Fiscal Year: 2014-2015

From Date: 7/1/2014

To Date: 6/30/2015

Account Mask: 01?????622??

Account Type: All

Print Detail

Include PreEncumbrance

Print accounts with zero balance

Include Inactive Accounts

Filter Encumbrance Detail by Date Range

Budget Balance

Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
01.41911.622.00 P & Z - Electricity <i>Esource</i>	\$1,250.00	\$834.89	\$834.89	\$415.11	\$0.00	\$415.11 33.21%
01.41941.622.01 Build. - Electricity/Caution Lights <i>Coop</i>	\$0.00	\$169.11	\$169.11	(\$169.11)	\$0.00	(\$169.11) 0.00%
01.41941.622.03 Build. - Elec./Tennis Court <i>Coop</i>	\$0.00	\$83.46	\$83.46	(\$83.46)	\$0.00	(\$83.46) 0.00%
01.41941.622.04 Build. - Elec./Town Hall <i>Eversource</i>	\$5,250.00	\$4,435.53	\$4,435.53	\$814.47	\$0.00	\$814.47 15.51%
01.41941.622.06 Build. - Elec./Vault <i>Esource</i>	\$0.00	\$43.45	\$43.45	(\$43.45)	\$0.00	(\$43.45) 0.00%
<i>OSC</i> 01.42101.622.00 Police - Electricity <i>Coop</i>	\$10,250.00	\$9,686.99	\$9,686.99	\$563.01	\$0.00	\$563.01 5.49%
01.42201.622.00 Fire - Electricity <i>Coop</i>	\$10,250.00	\$9,686.99	\$9,686.99	\$563.01	\$0.00	\$563.01 5.49%
01.43111.622.01 Highway - Elec./Annex 0436214010 <i>Coop</i>	\$1,750.00	\$1,703.26	\$1,703.26	\$46.74	\$0.00	\$46.74 2.67%
01.43111.622.02 Highway - Elec./Salt Shed 0436214510 <i>Coop</i>	\$0.00	\$113.95	\$113.95	(\$113.95)	\$0.00	(\$113.95) 0.00%
01.43211.622.01 TS - Elec./Main Building 661478 <i>Coop</i>	\$9,000.00	\$8,957.79	\$8,957.79	\$42.21	\$0.00	\$42.21 0.47%
01.43211.622.02 TS - Elec./Swap Shop 690911 <i>Coop</i>	\$0.00	\$701.65	\$701.65	(\$701.65)	\$0.00	(\$701.65) 0.00%
01.43211.622.03 TS - Elec./Out Building 602718 <i>Coop</i>	\$0.00	\$646.03	\$646.03	(\$646.03)	\$0.00	(\$646.03) 0.00%
01.45201.622.00 Parks & Rec - Elec./LRP/D94316222 <i>Esource</i>	\$1,200.00	\$836.18	\$836.18	\$363.82	\$0.00	\$363.82 30.32%
FUND: 01	\$38,950.00	\$37,899.28	\$37,899.28	\$1,050.72	\$0.00	\$1,050.72

83.8% Coop \$31,749 Esource \$6,150

0020656



TOWN OF LEE SELECTMEN

Due Date Jun 8, 2015	Total Amount Due \$303.79
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Statement date: May 13, 2015
Customer name key: LEE

Account number: 56721490043

Contact Information

Emergency: 1-800-662-7764 (anytime)
Web Site: www.eversource.com
Email: BusinessCenterNH@eversource.com

Business customers:

Customer Service: 1-866-554-6025
(M-F 8-5)

Simplify your life

Use eBill and ePay at www.eversource.com
Or Pay by Phone 1-888-729-7764

Electricity Supplied By

Eversource
P.O. Box 330
Manchester, NH 03105-0330

Electric Account Summary

Amount due on Apr 13	\$318.83
Payment May 11	-\$318.83
<hr/>	
Balance Forward	\$0.00
New Charges/Credits	
Delivery Services	\$160.17
Electricity Supply Services	\$142.87
Electricity Consumption Tax	\$0.75
Total new charges	\$303.79
<hr/>	
Total amount due	\$303.79

Payment due upon receipt unless other arrangements have been made.

Detail for Service at:

ROUTE 155 , DURHAM NH 03824
Service reference: 810660004

Billing cycle: 09

Your meter reading for meter # G90449950

For billing period: Apr 13 - May 13 (30 days)	Next read date on or about: Jun 12, 2015
Actual reading on May 13, 2015	3084
Actual reading on Apr 13, 2015	- 2974
<hr/>	
Difference	= 110
Meter constant	x 12
<hr/>	
Billed usage	= 1,320
Total demand use: 9.80 kW	

RECEIVED
MAY 18 2015

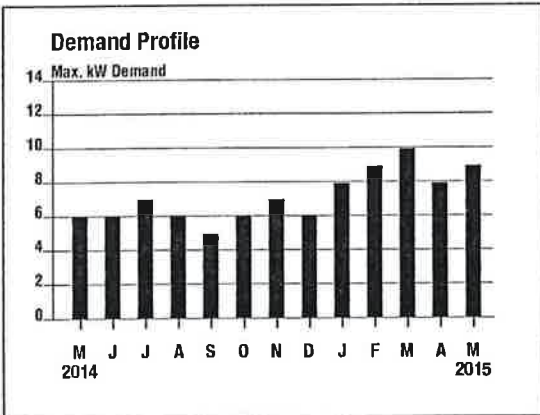
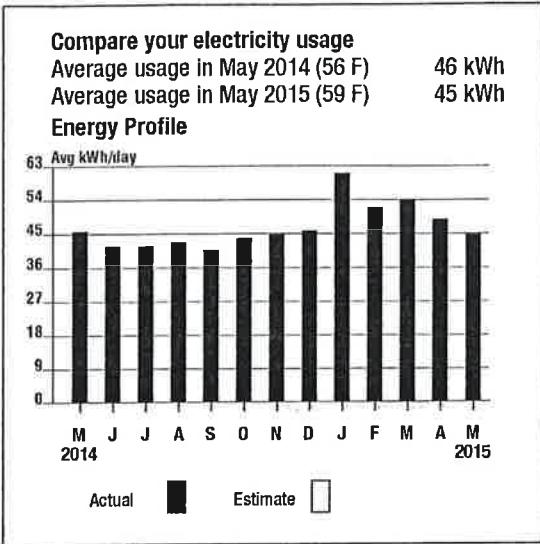
TOWN OF LEE, NH
SELECTMAN'S OFFICE

Town Hall
5/21/15
[Signature]

01.41941.622.04
.230144 /kwh

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Delivery Services Detail	RATE G GENERAL SERVICE		
Customer Chrg 1-Phase			\$14.66
KW Distrib Chrg, Over 5.0	4.80KW	x \$8.590000	\$41.23
KW Transmission Chrg, Over 5.0	4.80KW	x \$4.610000	\$22.13
KW Strnd Cst Recovery Chrg	4.80KW	x \$0.130000	\$0.62
Distribution Chrg	500.00KWH	x \$0.068810	\$34.41
	820.00KWH	x \$0.017040	\$13.97
Transmission Chrg	500.00KWH	x \$0.016630	\$8.32
	820.00KWH	x \$0.006260	\$5.13
Strnded Cst Recovery Chrg	1320.00KWH	x \$0.000780	\$1.03
System Benefits Chrg	1320.00KWH	x \$0.003300	\$4.36
Subtotal			\$145.86

Electricity Supply Detail	RATE G ENERGY SERVICE		
Energy Chrg - Rate G	1320.00KWH	x \$0.105600	\$139.39
Subtotal			\$139.39

For billing period: Apr 13 - May 13 (30 days)
 Service reference: 248660006 Billing cycle: 09

Delivery Services Detail	RATE OL-OUTDOOR LGHT DLIV		
Distr Chrg Mercury 3500	1.0000	x \$13.760000	\$13.76
Transmission Chrg	33.0000KWH	x \$0.012210	\$0.40
Strnded Cst Recovery Chrg	33.0000KWH	x \$0.001120	\$0.04
System Benefits Chrg	33.0000KWH	x \$0.003300	\$0.11
Subtotal			\$14.31

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A COPY OF YOUR APPLICABLE RATE SCHEDULE AND THE "CONSUMER RIGHTS AND RESPONSIBILITIES" PAMPHLET ARE AVAILABLE UPON REQUEST.

Supplier Services Detail	RATE OL GENERATION	
Energy Chrg - Rate OL	33.00KWH x \$0.105600	\$3.48
Subtotal		\$3.48
Taxes		
Electricity Consumption Tax (calculated by rate \$0.00055/kWh)		\$0.75
Total Taxes		\$0.75

Account messages

IDENTITY PROTECTION

On November 1, 2008, Eversource implemented additional identity protection measures to safeguard our customers' confidential account information. These measures will help us to protect your confidential personal information and ensure only authorized access to your account. For current customers requesting account information or access, Customer Service Representatives will ask several simple questions to verify the caller's identity and their right to access the requested account information. We are committed to providing the excellent customer service you deserve and the timely information you need to manage your energy use.

Digging this spring? Before you begin, make sure you know where all the underground utility lines are located around your property. State law requires that you contact Dig Safe at 811 or 888-344-7233 at least 72 business hours prior to digging. Eversource and other utilities will mark the exact location of underground pipes and wires to prevent accidental uprooting, damage or individual injury.

Inquiries / Service Requests

There are a number of ways to contact Eversource:

- Visit our web site: www.eversource.com
- Call us at: 1-800-662-7764, Hearing impaired/TDD: 1-800-346-9994
- Or write to us at:

Eversource
PO Box 330
Manchester, NH 03105-0330

Eversource Customer Service Representatives are available to assist you M-F 7am-7pm. If you enclose an inquiry or request with your electric bill payment, please do not write on the payment stub. Instead, use a separate piece of paper and include your name, address and account number. If, after contacting us, your billing dispute is still unresolved, you may call the New Hampshire Public Utilities Commission at 1-800-852-3793.

Billing and Payment Options

Eversource offers payment plans and billing options to make bill payment easier for you. For more information, please visit our website, www.eversource.com or contact Eversource Customer Service at 1-800-662-7764.

Meter Readings

Your meter is scheduled to be read each month. This statement shows present and previous meter readings. The difference between readings determines the kilowatt-hours (kWh) used in calculating your bill. When a meter constant appears, the difference in the meter readings is multiplied by that number to obtain the total kilowatt-hours used.

Estimated Bills

An estimated bill is rendered when Eversource is unable to read your meter. When an actual reading is obtained, billing will be adjusted (if necessary) to reflect actual usage.

Check Processing

By sending your check, you authorize Eversource to use the check information to create an electronic funds transfer. The electronic transfer, for the original check amount, will be processed on the day your check is received. The check will be destroyed and an image of your check will be stored for 2 years. If the electronic transfer cannot be completed, a demand draft of your check can be created and used in place of the original.

Medical Emergency

If you believe a medical emergency exists in your home or would result if your service were to be disconnected, you may be protected from disconnection. Please contact us at 1-800-662-7764 for more information.

Explanation of your charges

- **Customer Charge:** This charge recovers costs Eversource incurs in providing service to a customer - such as the installation, maintenance and replacement of your meter(s), reading your meter(s), maintaining your account records, and Eversource's customer service center.
- **Distribution Charge:** This charge recovers costs related to the maintenance and operation of Eversource's distribution system, and Eversource's power restoration and service operations.
- **Transmission Charge:** This charge recovers costs related to the delivery of electricity over the high-voltage or transmission system power lines.
- **Demand Charge:** For business customers (Rate G) only, the kilowatt (KW) charge is based on the greatest amount of electricity used by a customer in any half-hour period during the billing period.
- **Late Payment Charge:** Charges are billed monthly and payable upon presentation of the bill. Where applicable, a late payment charge is assessed against amounts previously billed but remaining unpaid after the due date printed on the bill.
- **Stranded Cost Recovery Charge:** This charge helps fund the recovery of Eversource's past investment costs, including expenses incurred through mandated power contracts and other long-term investments and obligations. The kWh charge is based on the amount of kilowatt-hours (kWh) of electricity a customer has used during a billing period. For business customers (Rate G) only, the kilowatt (KW) charge is based on the greatest amount of electricity used by a customer in any half-hour period during the billing period.
- **System Benefits Charge:** This charge funds energy efficiency programs for all customers as well as assistance programs for residential customers within certain income guidelines.
- **Electricity Consumption Tax:** This is a state-mandated tax on energy consumption.
- **Supplier Services / Energy Charge:** This charge is based on the amount of kilowatt-hours (kWh) of electricity a customer has used during a billing period. It includes Eversource's costs, or a supplier's costs to generate and/or buy power. When competitive suppliers are available, customers have the right to choose the supplier from which they purchase their energy.
- **Service Charge / Reconnect:** This one-time charge per location recovers part of the costs incurred in establishing or re-establishing electric service to a customer.

A COPY OF YOUR APPLICABLE RATE SCHEDULE AND
THE "CONSUMER RIGHTS AND RESPONSIBILITIES" PAMPHLET ARE AVAILABLE UPON REQUEST.



579 Tenney Mountain Hwy
Plymouth, NH 03264-3154

Phone: 1-800-698-2007 Fax: 1-603-536-8687
Outage: 1-800-343-6432 www.nhec.coop

ENERGY USAGE INFORMATION				
MONTH	DAYS	USAGE	AVERAGE	DEMAND
JUN 15	29	7559	264	32
MAY 15	32	7113	222	21
APR 15	30	7226	241	20
MAR 15	28	7906	282	21
FEB 15	29	8574	296	23
JAN 15	34	9730	286	23
DEC 14	33	7883	239	21
NOV 14	28	7322	262	22
OCT 14	29	7562	261	22
SEP 14	30	10912	364	31
AUG 14	32	11037	345	29
JUL 14	30	10149	338	34
JUN 14	30	7924	264	24

POWER SUPPLIED BY: NHEC

1293 1 AV 0.388
TOWN OF LEE
PUBLIC SAFETY BUILDING
7 MAST RD
LEE NH 03861-6567

4 1293
C-5 P-17



Account Number	Cycle	Service Location	Billing Date	Next Scheduled Read Date
6000843600	8	OLD GEO BENNETT RD	06/12/2015	07/13/2015

Meter Information LEE COMMERCIAL <50KW

Rate	Meter #	Reading Dates		Meter Readings		Multiplier	Kwh Used	Demand	Comment
		Prev	Pres	Prev	Pres				
B32	666102	05/12/15	06/10/15	9763	17422	1	7659	32.380	

CURRENT ELECTRIC CHARGES		AMOUNT	STATEMENT OF ACCOUNT		AMOUNT
MEMBER SERVICE CHARGE		55.63	PREVIOUS BALANCE		1110.69
DELIVERY CHARGE	7659 KWH x 0.05732	439.01	AMOUNT PAID		0.00
SYSTEM BENEFIT CHARGE	7659 KWH x 0.00330	25.27	ADJUSTMENTS		0.00
NH CONSUMPTION & BET TAXES	7659 KWH x 0.00082	6.28	BALANCE FORWARD		1110.69
REGIONAL ACCESS CHARGE	7659 KWH x 0.02198	168.34	LATE CHARGE		16.66
CO-OP POWER	7659 KWH x 0.06491	497.15	CURRENT COOP CHARGES		1191.68
TOTAL CURRENT ELECTRIC CHARGES		1191.68	TOTAL CURRENT MONTH CHARGES		1208.34
			TOTAL BALANCE DUE		2319.03

*total cost per KWH
(not incl. member
service charge)
0.148329*

*incl. member charge
0.1555592*

*612.50 01.42101622,0
612.50 01.42201.622,00
1225.00*

TITLE V TAXATION

CHAPTER 72 PERSONS AND PROPERTY LIABLE TO TAXATION

Property Taxes

Section 72:23

72:23 Real Estate and Personal Property Tax Exemption. – The following real estate and personal property shall, unless otherwise provided by statute, be exempt from taxation:

I. (a) Lands and the buildings and structures thereon and therein and the personal property owned by the state of New Hampshire or by a New Hampshire city, town, school district, or village district unless said real or personal property is used or occupied by other than the state or a city, town, school district, or village district under a lease or other agreement the terms of which provide for the payment of properly assessed real and personal property taxes by the party using or occupying said property. The exemption provided herein shall apply to any and all taxes against lands and the buildings and structures thereon and therein and the personal property owned by the state, cities, towns, school districts, and village districts, which have or may have accrued since March 31, 1975, and to any and all future taxes which, but for the exemption provided herein, would accrue against lands and buildings and structures thereon and therein and the personal property owned by the state, cities, towns, school districts, and village districts.

(b) All leases and other agreements, the terms of which provide for the use or occupation by others of real or personal property owned by the state or a city, town, school district, or village district, entered into after July 1, 1979, shall provide for the payment of properly assessed real and personal property taxes by the party using or occupying said property no later than the due date. This subparagraph shall not apply to leases of state-owned railroad properties which are subject to railroad taxes under the provisions of RSA 82 or which provide revenue to the state, a portion of which is distributed to cities and towns pursuant to RSA 228:69, I(a). All such leases and agreements shall include a provision that "failure of the lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor." All such leases and agreements entered into on or after January 1, 1994, shall clearly state the lessee's obligations regarding the payment of both current and potential real and personal property taxes, and shall also state whether the lessee has an obligation to pay real and personal property taxes on structures or improvements added by the lessee.

(c) If the lessee using or occupying the property fails to pay the duly assessed personal and real estate taxes on the due date, the tax collector of the taxing district involved shall notify the lessor that the same remains unpaid. Upon receipt of said notification from the tax collector, the lessor shall terminate said lease or agreement and pay over to the tax collector from amounts received from said lease such sums as are necessary to satisfy the tax due.

(d) The exemptions provided in subparagraph (a) shall apply to the lands and the buildings and structures thereon and therein and personal property owned by the university system of New Hampshire or the community college system of New Hampshire. The requirements of subparagraph (b) shall apply to all leases and other agreements entered into or renewed on or after April 1, 2006, the terms of which provide for the use or occupation by others of real or personal property owned by the university system of New Hampshire or the community college system of New Hampshire. The remedies set forth in subparagraph (c) shall be available to enforce the payment of real and personal property taxes assessed

against the lessees of property owned by the university system of New Hampshire or the community college system of New Hampshire pursuant to this subparagraph.

II. Lands and buildings and personal property owned and used by any county for governmental purposes, including hospitals, court houses, registry buildings, and county correctional facilities except that county farms and their lands, buildings and taxable personal property shall be taxed.

III. Houses of public worship, parish houses, church parsonages occupied by their pastors, convents, monasteries, buildings and the lands appertaining to them owned, used and occupied directly for religious training or for other religious purposes by any regularly recognized and constituted denomination, creed or sect, organized, incorporated or legally doing business in this state and the personal property used by them for the purposes for which they are established.

IV. The buildings and structures of schools, seminaries of learning, colleges, academies and universities organized, incorporated or legally doing business in this state and owned, used and occupied by them directly for the purposes for which they are established, including but not limited to the dormitories, dining rooms, kitchens, auditoriums, classrooms, infirmaries, administrative and utility rooms and buildings connected therewith, athletic fields and facilities and gymnasiums, boat houses and wharves belonging to them and used in connection therewith, and the land thereto appertaining but not including lands and buildings not used and occupied directly for the purposes for which they are organized or incorporated, and the personal property used by them directly for the purposes for which they are established, provided none of the income or profits are divided among the members or stockholders or used or appropriated for any other purpose than the purpose for which they are organized or established; provided further that if the value of the dormitories, dining rooms and kitchens shall exceed \$150,000, the value thereof in excess of said sum shall be taxable. A town at an annual town meeting or the governing body of a city may vote to increase the amount of the exemption upon dormitories, dining rooms and kitchens.

V. The buildings, lands and personal property of charitable organizations and societies organized, incorporated, or legally doing business in this state, owned, used and occupied by them directly for the purposes for which they are established, provided that none of the income or profits thereof is used for any other purpose than the purpose for which they are established.

V-a. The real estate and personal property owned by any organization described in paragraphs I, II, III, IV or V of this section and occupied and used by another organization described in said paragraphs, but only to the extent that such real estate and personal property would be exempt from taxation under said paragraphs if such property were owned by the organization occupying and using the property, as long as any rental fee and repairs, charged by the owner, are not in clear excess of fair rental value.

VI. Every charitable organization or society, except those religious and educational organizations and societies whose real estate is exempt under the provisions of paragraphs III and IV, shall annually before June 1 file with the municipality in which the property is located upon a form prescribed and provided by the board of tax and land appeals a statement of its financial condition for the preceding fiscal year and such other information as may be necessary to establish its status and eligibility for tax exemption.

VII. For the purposes of this section, the term "charitable" shall have the meaning set forth in RSA 72:23-1.

Source. 1913, 115:1. 1915, 150:1. 1921, 41:1. 1923, 70:1. PL 60:22. 1930, 4:1. 1941, 174:1. RL 73:24. 1945, 141:1. RSA 70:23. 1955, 157:1. 1957, 202:2. 1969, 113:1. 1973, 544:8. 1975, 482:1, 2. 1977, 568:8; 600:83. 1979, 182:1. 1988, 1:2; 89:11. 1991, 111:1; 306:3. 1993, 195:1. 1994, 378:1. 1999, 304:2. 2002, 190:7. 2003, 56:3. 2006, 205:2. 2011, 199:2, eff. Aug. 19, 2011; 224:361, eff. July 1, 2011.

TITLE V TAXATION

CHAPTER 72 PERSONS AND PROPERTY LIABLE TO TAXATION

Payment in Lieu of Taxes for Renewable Generation Facilities

Section 72:74

72:74 Payment in Lieu of Taxes. –

I. The owner of a renewable generation facility and the governing body of the municipality in which the facility is located may, after a duly noticed public hearing, enter into a voluntary agreement to make a payment in lieu of taxes. A lessee of a renewable generation facility which is responsible for the payment of taxes on the facility may also enter into a voluntary agreement with the municipality in which the facility is located to make a payment in lieu of taxes, provided the lessee shall send by certified mail to the lessor written notice which shall state that the property of the lessor may be subject to RSA 80 should the lessee fail to make the payments required by the agreement. A copy of such notice shall be provided to the municipality in which the facility is located.

II. A renewable generation facility subject to a voluntary agreement to make a payment in lieu of taxes under this section shall be subject to the laws governing the utility property tax under RSA 83-F. Payments made pursuant to such agreement shall satisfy any tax liability relative to the renewable generation facility that otherwise exists under RSA 72. The payment in lieu of taxes shall be equalized under RSA 21-J:3, XIII in the same manner as other payments in lieu of taxes. In the absence of a payment in lieu of taxes agreement, the renewable generation facility shall be subject to taxation under RSA 72.

III. If a municipality that contains more than one school district receives a payment in lieu of taxes under this section, the proceeds shall be prorated to the districts in the same manner as local taxes are prorated to the districts, or in the case of a cooperative school district between the city or town and pre-existing school district.

IV. The collection procedures in RSA 80 shall be used to enforce a voluntary agreement to make a payment in lieu of taxes authorized by this section.

V. If a municipality enters into a voluntary payment in lieu of taxes agreement with an owner, or a lessee responsible for payment of taxes, of a renewable generation facility, the municipality, upon the request of the owner, or a lessee responsible for payment of taxes, of any other renewable generation facility located within the municipality, shall offer a comparable agreement to the owner or lessee of such facility.

VI. Except as provided in paragraph VII, no voluntary agreement entered into under this section shall be valid for more than 5 years; however, any such agreement may be renewed or amended and restated for any number of consecutive periods of 5 years or less.

VII. The owner of a renewable generation facility and the governing body of the municipality in which the facility is located may agree to a term exceeding 5 years if such term is necessary for the financing of the project or is otherwise advantageous to both parties and both parties agree to such term.

Source. 2006, 294:6. 2007, 113:1, eff. Aug. 10, 2007. 2014, 277:2, eff. July 28, 2014.

TITLE V TAXATION

CHAPTER 72 PERSONS AND PROPERTY LIABLE TO TAXATION

Payment in Lieu of Taxes for Renewable Generation Facilities

Section 72:73

72:73 Definition of Renewable Generation Facility. – In this subdivision, "renewable generation facility" means a facility which produces electric energy for resale solely by the use, as a primary energy source, of geothermal energy, tidal or wave energy, wind energy, solar thermal energy, photovoltaic energy, landfill gas energy, hydro energy, biomass energy, energy generated from bio-oil, bio synthetic gas, and biodiesel as defined in RSA 362-A:1-a, I, I-a, and I-b, including the land, all rights, easements, and other interests thereto, and all dams, buildings, structures, and other improvements situated thereon which are necessary or incidental to the production of power at the facility.

Source. 2006, 294:6, eff. April 1, 2006. 2013, 232:1, eff. Sept. 13, 2013.



TOWN OF DURHAM
8 NEWMARKET ROAD
DURHAM, NH 03824
Tel: 603/868-5571
Fax: 603/868-1858

August 13, 2015

Lee Board of Selectmen
Julie Glover, Town Administrator
Lee Town Offices
7 Mast Road
Lee, New Hampshire 03861

Re: Potential 640 kW Solar Photovoltaic Project at Packers Falls Road Gravel Pit

Dear Members of the Board and Town Administrator Glover:

As a follow up to my correspondence and telephone conversations with Town Administrator Glover from June and July of this year, I am pleased to formally let you know that the NH Public Utilities Commission (PUC) has chosen to fund Durham/ReVision Energy's proposal to install a 640 kW DC grid-tied solar photovoltaic project at the Packers Falls Road gravel pit located in Lee.

The grant award amount of \$501,000 will be funded with monies from the Renewable Energy Fund and is contingent upon the following:

- The drafting and execution of a Grant Agreement setting forth mutually acceptable terms and conditions between ReVision Energy, as the grant applicant, and the PUC.
- Approval of the Grant Agreement by Governor Hassan and the Executive Council which was granted on June 24, 2015 by a vote of 3-2.

By way of background, Phase I of our solar efforts in Durham revolved around the installation of a 99 kW solar array at the Churchill Rink, a 15 kW solar array at the Durham Public Library, and a 6 kW solar array at the Durham Police Department -- all made possible through a 2013 Power Purchase Agreement in partnership with ReVision Energy. Durham has been working with ReVision Energy for the 1.5 years since then on a Phase II project in which we hoped to install a large solar array at the Packers Falls Road gravel pit in Lee, or at other potential locations in Durham, to offset more of our municipal electrical load through renewable sources. Ultimately, the gravel pit in Lee was determined to be the preferred location, as we would be using space within the wellhead protective radius of the new Spruce Hole Well (which cannot be utilized for other purposes). Placement in this location allows for the continued operation of the pit itself by our Department of Public Works.

The Durham Energy Committee had the opportunity to meet with ReVision Energy on several occasions this year to discuss a large and small version of a solar project at the gravel pit. Durham had worked with ReVision Energy to submit an application to the PUC last fall for a large array but we had received no word for many months, and then pessimistic news as other

projects in NH received limited PUC funding. The committee was unanimous and enthusiastic in its support of either option, but especially interested in the larger array as it was particularly well matched to our town's available space and electricity usage.

At that time of the Energy Committee's May 2015 meeting, the state grant was still not in the picture, so we had reluctantly concluded that the Town should set aside the larger project as financially infeasible. When the committee met again in early June of this year, its members were happily surprised to learn of this revived grant opportunity.

If the Town is ultimately successful in installing the larger array sized to cover the Durham's non-wastewater load through renewable energy, as this project is intended to do, we will have moved one crucial step closer to creating an affordable, revenue-neutral, clean and renewable new energy reality for the community.

We do have several important obstacles to overcome associated with the project.

First, while Durham's Energy Committee has done the initial groundwork on this effort, the Administrator's Office, in conjunction with several members of our Town Council and staff, are now vetting the financials and PPA details to evaluate whether the project will make financial sense for Durham and that the risks associated with undertaking it are acceptable for the community. To be clear, there is no guarantee that Durham will actually save money through this effort although historical trends would suggest that we would.

Second, the array that has been approved by the PUC will produce approximately 10% more electrical generation than Durham (excluding our wastewater electrical load) can absorb at this time. This creates an opportunity for Durham to partner with the Town of Lee, the Oyster River Cooperative School District, or the University of New Hampshire in offsetting some of a partner governmental entity's electrical load through renewable sources at the gravel pit. As the array would be located in Lee, we would like to offer the Town of Lee the opportunity to take advantage of this excess load for at least 6 years or for so long as the Town of Durham continues to purchase power through a Power Purchase Agreement with IGS Generation, the owner of the array. Due to the Federal tax incentives without which this project would be infeasible, it is not possible for Durham to purchase the array until year 7 of the PPA. If Durham does not purchase the array, the term of the PPA would be for 20 years with two optional 5-year extensions.

At this time, IGS Generation proposes to sell the Town of Durham energy at about a quarter of a cent below the existing Eversource twelve-month weighted average rate with an annual increase of 3% over the 20 year term. As long as Eversource pricing remains true to historical increases (with price increases averaging 4% annually), this scenario is expected to produce a savings to the Town of Durham at a rate of approximately \$12,000 per year over the first six years of the PPA. If the Town of Lee was interested in assigning sufficient energy meters to absorb the full 10% residual production of the Packers Falls gravel pit array, Lee could benefit by both transitioning a significant portion of its electrical load to renewable sources and through the benefit of 10% of Durham's projected energy cost savings. If Eversource rates increase by more than projected relative to our fixed pricing through the PPA with IGS

Generation, Lee would do even better. If the market rate of electricity through Eversource dropped, the array could do worse or even result in a loss for Durham in which case Lee would also experience increased electrical cost through its relationship with Durham. Durham and Lee would need to formalize an agreement to memorialize such an arrangement. We would be very willing to craft a draft of such an agreement for your consideration.

Third, while this project is only being pursued to fulfill a public municipal purpose, to be financially viable it requires using the PPA financing structure in order to take advantage of Federal tax credits (i.e., it will be built by a 3rd party instead of Durham, because the Town cannot use or benefit from Federal tax credits). To make the PPA work, the Town of Durham would enter into a lease agreement with IGS Generation for the annual sum of \$1.00 to own and operate a "renewable generation facility" comprised of a 640 kW-dc photovoltaic "solar farm" on Durham land in Lee. We recognize that per RSA 72:23 the array would be subject to taxation by the Town of Lee.

Our understanding of the state statute is that "renewable generation facility" means a facility which produces electric energy for resale solely by the use, as a primary energy source, . . . solar thermal energy, photovoltaic energy, . . . including the land, all rights, easements, and other interests thereto, and all dams, buildings, structures, and other improvements situated thereon which are necessary or incidental to the production of power at the facility.

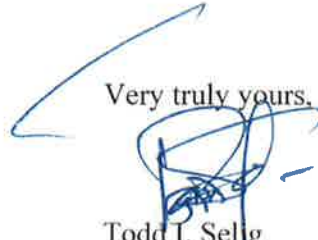
State law allows for a Town and a taxpayer, in this case the Town of Lee and Durham's PPA partner -- IGS Generation, to enter into a payment in lieu of taxes for renewable generation facilities per RSA 72:74. Given the Town of Durham's overt goals in achieving net neutrality as described above, and the fact that if Durham had to pay property taxes on the solar array in pass through costs as part of the electrical rate structure the project would not be financially feasible and we would be unable to move forward with the effort, we respectfully request that the Town of Lee consider entering into such a payment in lieu of taxes arrangement with IGS Generation for the sum of \$1, plus 10% renewable electrical production per year with the Town of Durham for the term of the PPA until such time as Durham exercises its option to buy out the array commencing no earlier than year 7 as described above.

In Durham we have opted *not* to tax the ReVision arrays located on our municipal buildings, which I have noted earlier as part of Phase I of our renewable energy efforts. Doing so would have impacted the financial viability of those projects as well. In 2003, Durham also adopted RSA 72:62, the Exemption for Solar Renewable Energy Systems, thereby creating a "tax neutral" exemption for those property owners who have installed solar energy systems as described by RSA 72:61. According to the Town of Lee's assessor, it is our understanding that solar panels are picked up for assessment purposes in Lee but no value is assigned to them.

On Monday evening, Charles Forcey (Durham Energy Committee Chairperson), Stephen Hinchman (ReVision Energy), and I plan to attend the Selectmen's meeting to discuss this exciting opportunity further with you. Our Public Works Director, Michael Lynch, has also been in touch with the Lee Planning Office to make arrangements to discuss the project with the Planning Board in the coming weeks.

Potential 640 kW Solar Photovoltaic Project at Packers Falls Road Gravel Pit
August 13, 2015
Page 4

Please do not hesitate to contact me should you have questions or concerns in regard to this matter. We look forward to meeting with you on Monday evening.

Very truly yours,

Todd I. Selig
Administrator

Enclosures

1. Grant award notification from PUC.
2. Working draft of project site layout.

CHAIRMAN
Martin P. Honigberg

COMMISSIONER
Robert R. Scott

EXECUTIVE DIRECTOR
Debra A. Howland

STATE OF NEW HAMPSHIRE



PUBLIC UTILITIES COMMISSION
21 S. Fruit St., Suite 10
Concord, N.H. 03301-2429

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

Tel. (603) 271-2431

FAX No. 271-3878

Website:
www.puc.nh.gov

May 27, 2015

Stephen F. Hinchman, Esq.
ReVision Energy
142 Presumpscot Street
Portland, ME 04043

Dear Mr. Hinchman:

I am pleased to confirm that the Public Utilities Commission (PUC) has chosen to fund ReVision Energy's proposal to install a 640 kW_{DC} / 504 kW_{AC} grid-tied solar photovoltaic project on land owned by the Town of Durham which will directly benefit the Town as described in your proposal submitted in response to the Request for Proposals issued by the PUC on August 21, 2014.

The grant award amount of \$501,000 will be funded with monies from the Renewable Energy Fund and is contingent upon the following:

- The drafting and execution of a Grant Agreement setting forth mutually acceptable terms and conditions. The PUC reserves the right to rescind the grant award if agreement cannot be reached on such terms and conditions.
- Approval of the Grant Agreement by Governor Hassan and the Executive Council.

Importantly, we ask that you hold this notice in confidence and refrain from publicizing or otherwise disclosing or discussing the grant award until it has been acted on by the Governor and Executive Council (G & C). The State of New Hampshire's contracting policies for competitively awarded contracts require this confidential treatment. We anticipate submitting your grant award at the G & C meeting to be held on June 24, 2015. We understand that you will need to discuss this award notice with your project partners and any relevant consultants and advisors but we ask that you convey to them this request for confidential treatment until the G & C meeting.

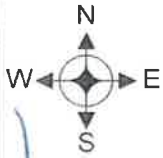
The G & C paperwork includes the Grant Agreement, which the PUC will draft, and a number of other documents to be submitted by your organization. A list of these documents is included with this letter. Please submit these documents to Stephen Eckberg of the Sustainable Energy Division. If you have any questions please feel free to contact Steve at 271-4042, or stephen.eckberg@puc.nh.gov.

Again, congratulations on your grant award. We look forward to working with you to ensure approval of your renewable energy project.

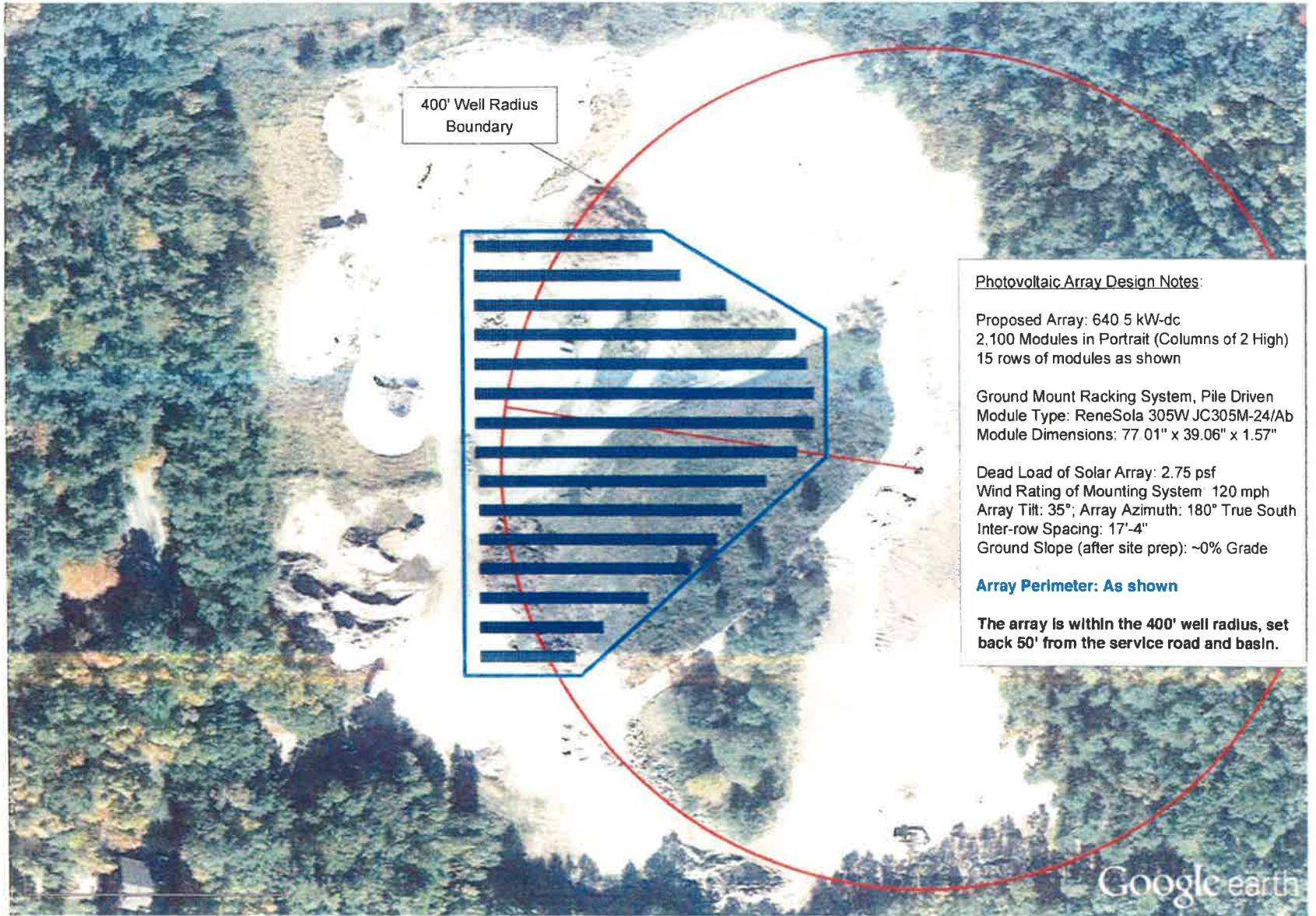
Sincerely,

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

Karen Cramton, Director
Sustainable Energy Division
NH Public Utilities Commission



5/27/15



400' Well Radius Boundary

Photovoltaic Array Design Notes:

Proposed Array: 640.5 kW-dc
 2,100 Modules in Portrait (Columns of 2 High)
 15 rows of modules as shown

Ground Mount Racking System, Pile Driven
 Module Type: ReneSola 305W JC305M-24/Ab
 Module Dimensions: 77.01" x 39.06" x 1.57"

Dead Load of Solar Array: 2.75 psf
 Wind Rating of Mounting System: 120 mph
 Array Tilt: 35°; Array Azimuth: 180° True South
 Inter-row Spacing: 17'-4"
 Ground Slope (after site prep): ~0% Grade

Array Perimeter: As shown

The array is within the 400' well radius, set back 50' from the service road and basin.

Google earth

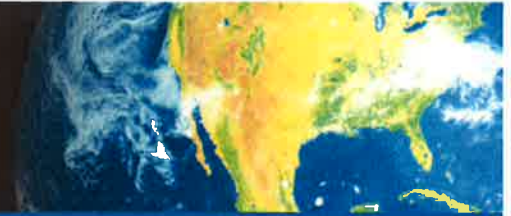


142 Presumpscot Street
 Portland, ME 04103

640.5 kW Solar Photovoltaic System – Site Map

Durham Gravel Pit
 Packers Falls Rd, Lee NH

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4/30/2015	L. Brostek	1 of 1	1	0



Power Purchase Agreement Checklist for State and Local Governments

This fact sheet provides information and guidance on the solar photovoltaic (PV) power purchase agreement (PPA), which is a financing mechanism that state and local government entities can use to acquire clean, renewable energy. We address the financial, logistical, and legal questions relevant to implementing a PPA, but we do not examine the technical details—those can be discussed later with the developer/contractor. This fact sheet is written to support decision makers in U.S. state and local governments who are aware of solar PPAs and may have a cursory knowledge of their structure but they still require further information before committing to a particular project.

Overview of PPA Financing

The PPA financing model is a “third-party” ownership model, which requires a separate, taxable entity (“system owner”) to procure, install, and operate the solar PV system on a consumer’s premises (i.e., the government agency). The government agency enters into a long-term contract (typically referred to as the PPA) to purchase 100% of the electricity generated by the system from the system owner. Figure 1 illustrates the financial and power flows among the consumer, system owner, and the utility. Renewable energy

certificates (RECs), interconnection, and net metering are discussed later. Basic terms for three example PPAs are included at the end of this fact sheet.

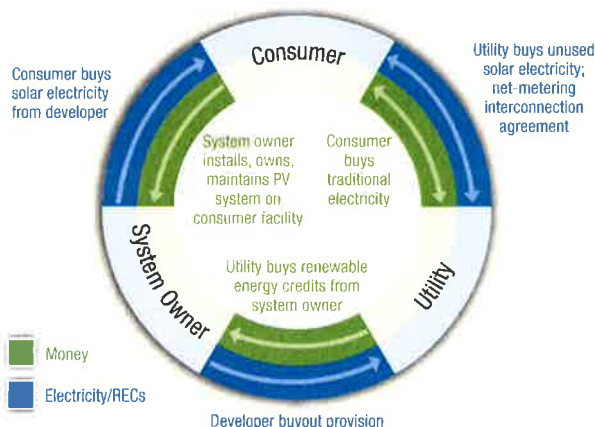
The system owner is often a third-party investor (“tax investor”) who provides investment capital to the project in return for tax benefits. The tax investor is usually a limited liability corporation (LLC) backed by one or more financial institutions. In addition to receiving revenues from electricity sales, they can also benefit from federal tax incentives. These tax incentives can account for approximately 50% of the project’s financial return (Bolinger 2009, Rahus 2008). Without the PPA structure, the government agency could not benefit from these federal incentives due to its tax-exempt status.¹

The developer and the system owner often are distinct and separate legal entities. In this case, the developer structures the deal and is simply paid for its services. However, the developer will make the ownership structure transparent to the government agency and will be the only contact throughout the process. For this reason, this fact sheet will refer to “system owner” and developer as one in the same.

While there are other mechanisms to finance solar PV systems, this publication focuses solely on PPA financing because of its important advantages:²

1. No/low up-front cost.
2. Ability for tax-exempt entity to enjoy lower electricity prices thanks to savings passed on from federal tax incentives.
3. A predictable cost of electricity over 15–25 years.
4. No need to deal with complex system design and permitting process.
5. No operating and maintenance responsibilities.

Figure 1
Contracts and Cash Flow in Third-Party Ownership/PPA Model



Source: NREL

¹ Clean renewable energy bonds (CREBs) are also available to municipalities and other public entities as an alternative means of benefiting from federal tax benefits.

² For a full discussion of alternative financing mechanisms, see Cory et al. 2009.

Power Purchase Agreement Checklist

High-Level Project Plan for Solar PV with PPA Financing

Implementing power purchase agreements involves many facets of an organization: decision maker, energy manager, facilities manager, contracting officer, attorney, budget official, real estate manager, environmental and safety experts, and potentially others (Shah 2009). While it is understood that some employees may hold several of these roles, it is important that all skill sets are engaged early in the process. Execution of a PPA requires the following project coordination efforts, although some may be concurrent:³

Step 1. Identify Potential Locations

Identify approximate area available for PV installation including any potential shading. The areas may be either on rooftops or on the ground. A general guideline for solar installations is 5–10 watts (W) per square foot of usable rooftop or other space.⁴ In the planning stages, it is useful to create a CD that contains site plans and to use Google Earth software to capture photos of the proposed sites (Pechman 2008). In addition, it is helpful to identify current electricity costs. Estimating System Size (this page) discusses the online tools used to evaluate system performance for U.S. buildings.

Step 2. Issue a Request for Proposal (RFP) to Competitively Select a Developer

If the aggregated sites are 500 kW or more in electricity demand, then the request for proposal (RFP) process will likely be the best way to proceed. If the aggregate demand is significantly less, then it may not receive sufficient response rates from developers or it may receive responses with expensive electricity pricing. For smaller sites, government entities should either 1) seek to aggregate multiple sites into a single RFP or 2) contact developers directly to receive bids without a formal RFP process (if legally permissible within the jurisdiction).

Links to sample RFP documents (and other useful documents) can be found at the end of this fact sheet. The materials generated in Step 1 should be included in the RFP along with any language or requirements for the contract. In addition, the logistical information that bidders may require to create their proposals (described later) should be included. It is also worthwhile to create a process for site visits.

³ Adapted from a report by GreenTech Media (Guice 2008) and from conversations with Bob Westby, NREL technology manager for the Federal Energy Management Program (FEMP).

⁴ This range represents both lower efficiency thin-film and higher efficiency crystalline solar installations. The location of the array (rooftop or ground) can also affect the power density. Source: <http://www.solarbuzz.com/Consumer/FastFacts.htm>

Renewable industry associations can help identify Web sites that accept RFPs. Each bidder will respond with an initial proposal including a term sheet specifying estimated output, pricing terms, ownership of environmental attributes (i.e., RECs) and any perceived engineering issues.

Step 3. Contract Development

After a winning bid is selected, the contracts must be negotiated—this is a time-sensitive process. In addition to the PPA between the government agency and the system owner, there will be a lease or easement specifying terms for access to the property (both for construction and maintenance). REC sales may be included in the PPA or as an annex to it (see Page 6 for details on RECs). Insurance and potential municipal law issues that may be pertinent to contract development are on Page 8.

Step 4. Permitting and Rebate Processing

The system owner (developer) will usually be responsible for filing permits and rebates in a timely manner. However, the government agency should note filing deadlines for state-level incentives because there may be limited windows or auction processes. The Database of State Incentives for Renewables and Efficiency (<http://www.dsireusa.org/>) is a useful resource to help understand the process for your state.

Step 5. Project Design, Procurement, Construction, and Commissioning

The developer will complete a detailed design based on the term sheet and more precise measurements; it will then procure, install, and commission the solar PV equipment. The commissioning step certifies interconnection with the utility and permits system startup. Once again, this needs to be done within the timing determined by the state incentives. Failure to meet the deadlines may result in forfeiture of benefits, which will likely change the electricity price to the government agency in the contract. The PPA should firmly establish realistic developer responsibilities along with a process for determining monetary damages for failure to perform.

Financial and Contractual Considerations

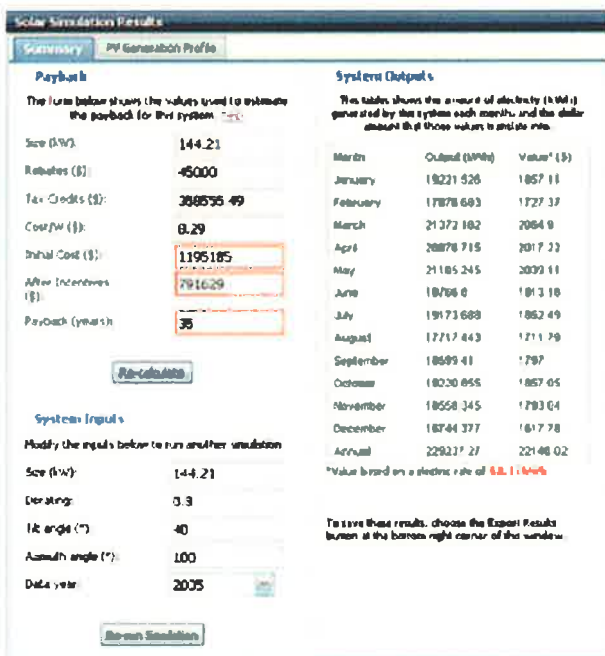
The developer's proposal should include detailed projections of all financial considerations. This section helps the government agency become a more informed purchaser by explaining key components that are needed for a complete proposal.

Estimating System Size

One of the first steps for determining the financial feasibility of a PPA is to estimate the available roof and ground space, and to approximate the size of the PV system or systems. NREL provides a free online tool called In My Backyard (IMBY) to make this assessment—the program can be found at <http://www.nrel.gov/eis/imby/>

The IMBY tool, which uses a Google Maps interface, allows users to zoom-in on a particular building or location and trace the approximate perimeter of the potential solar array. From this information, IMBY simulates financial and technical aspects of the system; the results provide a first-level estimate and might not capture the exact situation (system performance, system cost, or utility bills) at a particular location (an example is shown in Figure 2). IMBY estimates the system size and annual electricity production as well as the monetary value of the electricity generated by the photovoltaic system. Users can adjust primary technical and financial inputs to simulate more specific conditions. The amount of electricity generated by the solar system can be compared to the facility's monthly utility electric bills to estimate potential offset capacity of the PV system.⁵

Figure 2
IMBY Example



Source: NREL

PPA Pricing

A key advantage of power purchase agreements is the predictable cost of electricity over the life of a 15- to 25-year contract. This avoids unpredictable price fluctuations from utility rates, which are typically dependent on fossil fuel prices in most of the United States. The approval of climate change legislation also may cause utility electricity rates to

⁵ It is important to be cognizant of any planned or potential changes to the facility that could affect the electrical demand (and, therefore, electricity offset) such as the additions to the facility.

increase significantly; thus, the projected savings may be further accentuated. In a PPA, the electricity rates are predetermined, explicitly spelled out in the contract, and legally binding with no dependency on fossil fuel or climate change legislation.

The most common PPA pricing scenarios are **fixed price** and **fixed escalator**. In a **fixed-price** scheme, electricity produced by the PV system is sold to the government agency at a fixed rate over the life of the contract (see Figure 3 for an example of this scenario). Note that it is possible for the PPA price to be higher than the utility rate at the beginning. However, over time, the utility rate is expected to overtake the PPA price such that the PPA generates positive savings over the life of the contract. This structure is most favorable when there is concern that the utility rates will increase significantly.

In a **fixed-escalator** scheme, electricity produced by the system is sold to the government agency at a price that increases at a predetermined rate, usually 2–5% (see Figure 4 for an example of this scenario). Some system owners will offer a rate structure that escalates for a time period (e.g., 10 years) and then remains fixed for the remainder of the contract.

Figure 3
Fixed-Price PPA

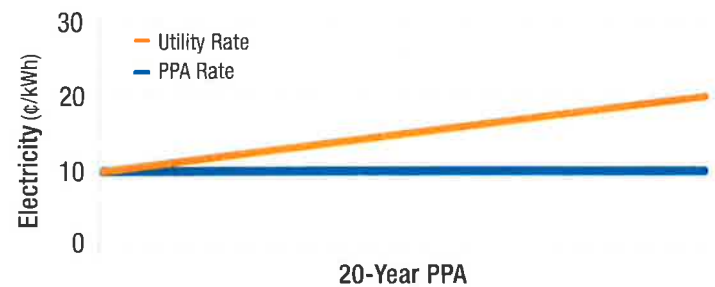
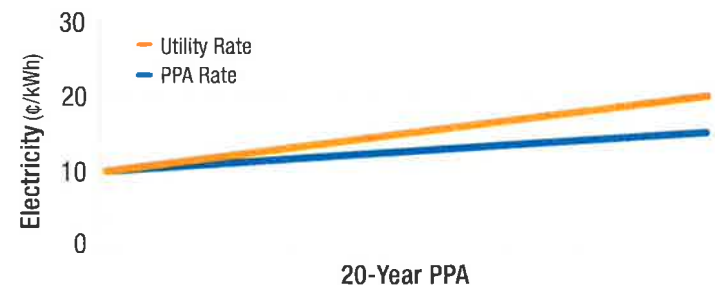
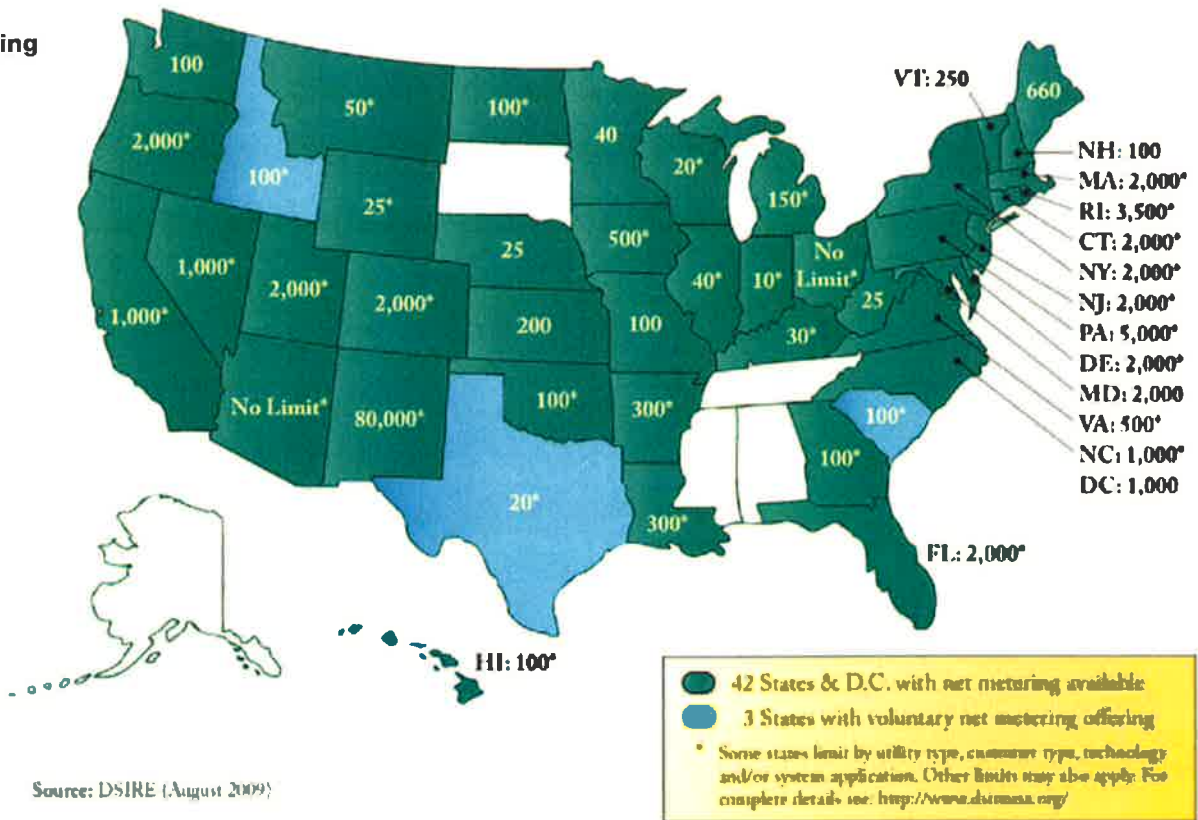


Figure 4
PPA Price Escalator



Power Purchase Agreement Checklist

Figure 5
Net Metering



A less common PPA pricing model involves the PPA price based on the utility rate with a predetermined discount. While this ensures that the PPA price is always lower than utility rates, it is complicated to structure and it undermines the price-predictability advantage of a PPA.

A recently emerging PPA structure has consumers either 1) prepay for a portion of the power to be generated by the PV system or 2) make certain investments at the site to lower the installed cost of the system. Either method can reduce the cost of electricity agreed to in the PPA itself. This structure takes advantage of a governmental entity's ability to issue tax-exempt debt or to tap other sources of funding to buy-down the cost of the project. Prepayments can improve economics for both parties and provide greater price stability over the life of the contract. Boulder County exercised this option by making investments to lower the project costs (see the table on Page 10, which provides examples of PPA pricing and structures from state and local government projects in California and Colorado).

Interconnection and Net Metering

Interconnection to the existing electrical grid and net metering are important policies to consider.⁶ Interconnection standards vary according to state-mandated rules (and sometimes by utility), which regulate the process by which renewable energy systems are connected to the electrical grid. Federal policy mandates that utilities accept interconnection from solar power stations, but each utility's process varies. The system owner and utility develop an interconnection agreement, which spells out the conditions, equipment, and processes. Such conditions may include standby charges, which are fees that utilities impose on solar system owners to account for the cost of maintaining resources in case the solar system is not generating. Additionally, the project host and developer should consider utility tariff charges applicable to electricity purchased in backup mode—contact your local utility to fully comprehend the process of interconnection in the early stages of RFP development. The Interstate Renewable Energy Council has a report on state-specific interconnection standards, which is available at <http://www.irecusa.org/index.php?id=86>.

⁶ The 2008 Edition of *Freeing the Grid*, issued by the Network for New Energy Choices, provides a listing of the best and worst practices in state net-metering policies and interconnection standards. Much of the report discusses the technical aspects, which your developer should be able to address. http://www.newenergychoices.org/uploads/FreeingTheGrid2008_report.pdf

Net metering is a policy that allows a solar-system owner to receive credit on his/her electricity bill for surplus solar electricity sent back to the utility. The electricity meter “spins backward,” accurately tracking the excess electricity. Net-metering regulations vary by state but typically include specifications for the amount of excess electricity that the utility can count, the rate at which the utility can produce the credit, and the duration of the agreement (Rahus Institute 2008). States that do not have net-metering guidelines may require the system owner to install a second meter.

States differ on their net-metering pricing scheme, but they fall into three basic categories: (1) retail rate (the rate consumers pay), (2) the wholesale rate (market rate), or (3) the utilities’ avoided-generation rate. Time of use (TOU) net metering is a system of indexing net-metering credits to the value of the power sold on the market during that time period. This is advantageous to solar power because it is strongest during electricity peak demand times (Rahus Institute 2008). Figure 5 shows the states with net-metering policies in place.

Sizing PV systems for specific locations/applications depends highly on energy demand schedules as well as net-metering laws. When sizing a PV system, it is important to avoid the potential for overproduction. If there are unanticipated changes in demand, or if electricity production is not coincident with electricity consumption at the site, the PV system may generate more electricity than the utility can credit the customer for—some net-metering laws cap this amount. The risk is overproducing and sending electricity to the grid without compensation. A facility can produce a disproportionate amount of energy during peak periods and may not make up for this discrepancy during off-peak periods (Pechman 2008).

Federal Tax Incentives for the System Owner

An important aspect of the PPA structure is that a system owner can take advantage of federal tax incentives that a tax-exempt entity cannot. The two most significant tax benefits are the investment tax credit (ITC) and accelerated depreciation. The ITC offers tax-paying entities a 30% tax credit on the total cost of their solar system.⁷ Accelerated depreciation is an accounting practice used to allocate the cost of wear and tear on a piece of equipment over time – in this case, more quickly than the expected system life. The Internal Revenue Service (IRS) allows a five-year modified accelerated cost recovery system (MACRS) for commercial PV systems. Although a solar array may produce power during the entirety of a 20-year PPA, the system owner can take advantage of the entire tax benefit within the first five years. Both of these incentives

alleviate a great deal of financial risk for system owners, encourage project development, and help make renewable energy an affordable alternative to fossil fuel energy sources.

The Value of Renewable Energy Certificates

Twenty-nine states and the District of Columbia have implemented renewable portfolio standard (RPS) policies. An RPS requires utilities to provide their customers with a minimum percentage of renewable generation by statutory target dates. Failure to meet these requirements usually results in compliance penalties. Figure 6 shows these RPS policies by state.

Utilities typically prove RPS compliance using renewable energy certificates (RECs), which represent 1 megawatt-hour (MWh) of electricity produced from a renewable source. In many states, RECs can be traded separately from the electricity. In these cases, the RECs represent the environmental attributes of renewable energy. In addition, some states offer carve-outs for solar renewable energy certificates (SRECs) or distributed generation (DG) (see Figure 6). These states create separate markets for these RECs (usually at higher prices) or offer multiple credits for each megawatt-hour. For example, a 3x multiplier allows the utility to count each REC from solar electricity as 3 MWh for compliance purposes.⁸

States with RPS policies are known as “compliance markets.” In these markets, utilities can include purchased RECs in demonstration of compliance with state energy mandates. This can provide an important source of cash flow to PV system owners. In addition, states with carve-outs for solar or DG can realize even higher prices for SRECs.

“Voluntary markets” also exist in which residential, commercial, and industrial consumers can buy SRECs from system owners to claim their energy is produced from renewable technologies. The advantage is that consumers do not have to develop renewable projects but still can claim the environmental benefits (Cory 2008).

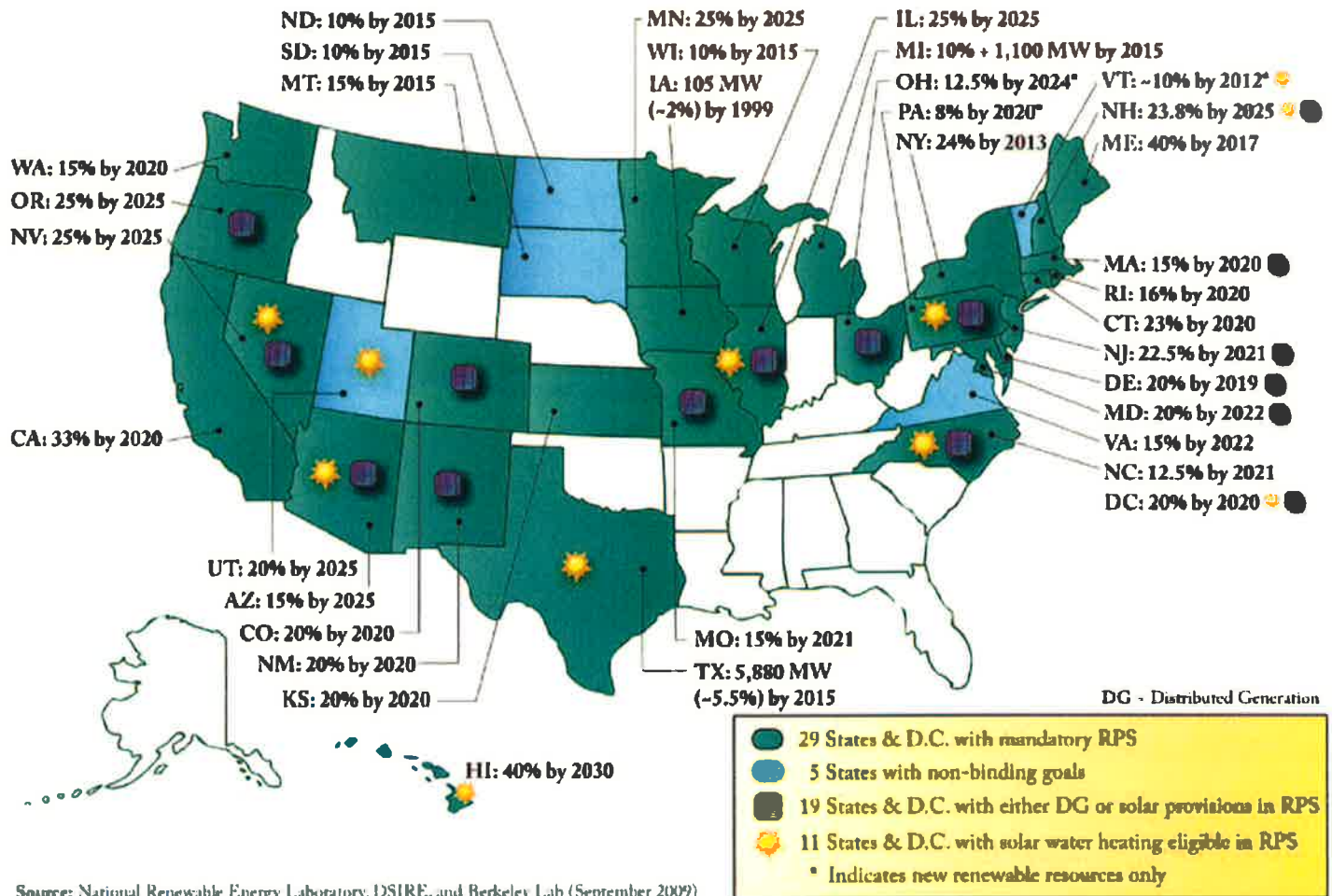
In general, PPAs are structured so that the RECs remain with the system owner. However, the host can negotiate to buy the RECs along with the electricity. This will drive up the price per kilowatt-hour in the PPA to compensate the system owner for the RECs. If the host does not buy the RECs, it is important to manage the claims made regarding the PV system. The government agency can say it is hosting a renewable energy project but it cannot say that it is powered by renewable energy. One option is an SREC swap. In this case, the host would decide against buying the solar RECs from the PPA provider and instead buy cheaper replacement RECs (wind or biomass, for example) in the voluntary market (Coughlin 2009). REC prices in the voluntary markets are substantially

⁷ Under the American Recovery and Reinvestment Act (Recovery Act), tax-paying entities can elect to recover the ITC using a Department of Treasury grant, once project construction is complete. This is expected to improve the financial benefits of the incentive.

⁸ Under the Waxman-Markey bill (as of July 2009), Congress is considering a federal solar multiplier of 3x for all distributed generation projects.

Power Purchase Agreement Checklist

Figure 6
States with Renewable Portfolio Standards (indicating solar/DG set-asides)



lower than in the compliance market. This REC swap would allow the host to claim green power benefits (but not solar power because the replacement RECs were not SRECs).

State and Utility Cash Incentives

Other important state-level programs are those that provide cash incentives for system installation. These programs (often called “buy-down” or “rebate” programs) come in two varieties. The capacity-based incentive (CBI) provides a dollar amount per installed watt of PV. Incentives can also be structured as performance-based incentives (PBI). They do not provide up-front payments, but rather provide ongoing payments for each kilowatt-hour of electricity produced over a time period (e.g., five years). Consumers will normally prefer CBIs because of the up-front cash. However, some states

prefer PBIs because they encourage better performance. The downside of these more recent programs is that the government agency must finance a large part of system costs (if not under a solar PPA) and incur performance risk (Bolinger 2009).

Approximately 20 states and 100 utilities offer financial incentives for solar photovoltaic projects. Depending on the state and local programs, these incentives can cover 20-50% of a project’s cost (DSIRE 2009). Specifics for individual state programs can be found on the Database of State Incentives for Renewables and Efficiency (<http://www.dsireusa.org/>). Additional government incentives include state tax credits, sales tax exemptions, and property tax exemptions, which can be important under the solar PPA model.

System Purchase Options

If the host prefers, the solar PPA can include provisions for a consumer to buy the PV system. This can occur at any point during the life of the contract but almost always after the sixth year because of tax recapture issues related to the ITC. The buyout clause is phrased as the greater of fair market value (FMV) or some “termination” value (that is higher than the FMV). This termination value often includes the present value of the electricity that would have been generated under the remaining life of the PPA. Buyout options are more readily available in third-party PPAs in which the investors are motivated by the tax incentives rather than long-term electricity revenues. A different set of investors may have a longer-term investment horizon and may be less likely to favor early system-purchase options.

When issuing RFPs and evaluating bids, it is important to understand the project goals of the potential developers and decide which most closely align with those of your organization. From the government agency’s point of view, there are both benefits and responsibilities that come with owning the system. The obvious benefit is that the electricity generated by the PV system can now be consumed by the host at no cost (financing charges notwithstanding); the costs and responsibilities revolve around the need to operate and maintain the PV system. Owner’s costs include physical maintenance (including inverter replacement, which can be costly) and monitoring, as well as financial aspects such as insurance.

Although PPAs are inherently structured as a contract by which a government agency can buy electricity, system ownership may be a viable option at some point. If the buyout option is not available or not exercised by the end of the contract life, the government agency can purchase the system at “fair market value,” extend the PPA, or request the system owner remove the system (Rahus 2008). Government hosts may want to consider requiring (in the RFP and the PPA) that the system owner pay for the cost of equipment removal at contract maturity.

Logistical Considerations

Appropriate roof or land areas must be identified, and there are also important logistical requirements to consider. The issues discussed in this section should be included in the RFP because they will allow the developer to provide a firmer bid with less assumptions and contingencies.

Rooftop Mounted Arrays

After the RFP, the winning bidder will conduct a structural analysis to determine whether the roof can sustain the load. By documenting the condition in the RFP, you may avoid potential adjustments. It is important to assess the following information:

- **Roof structure and type** (flat, angled, metal, wood, etc.) – determines the attachment methods that may be used.
- **Orientation of the roof** – especially important if it is a sloped roof. Southern facing roofs are ideal but not necessarily mandatory.
- **Roof manufacturer’s warranty** – usually lasts a minimum of 10 years but can extend over 20 years. Before installing solar panels, it is important to ensure that the solar installation will not void the warranty. Systems that do not penetrate the roof surface or membrane are usually acceptable, but it is important to obtain this allowance in writing prior to moving forward with the solar project.
- **Planned roof replacement** – if it is to be scheduled within a few years, it is a good idea to combine projects, which will cut costs and minimize facility disturbance.
- **Potential leak concern** – if this exists, you may opt for a formal roof survey to assess and document the condition of the roof prior to the solar installation.
- **Obstructions on the roof** – items such as roof vents and HVAC equipment can hinder the project.
- **Shade from adjacent trees or buildings** – can reduce solar potential.

Ground-Mounted Systems

Ground-mounted photovoltaic systems are advantageous in some situations because they can be cheaper and easier to install and can be scaled-up more easily. This reduces the cost per kilowatt-hour and translates into cheaper energy costs for the consumer. Additionally, ground systems offer flexibility in the type of technology that can be used. For example, the project may have tracking technologies, which can result in higher energy output and better project economics. One of the key logistical issues for ground-mounted systems is the wind speed the system is designed to withstand, which depends primarily on the location of the project site (e.g., hurricane risks); the soil type and strength characteristics are also important. To obtain more accurate bids, consumers often will have a third-party conduct soil sample tests prior to issuing an RFP. Wind and soil conditions can greatly influence the design and cost of a project. Perimeter fencing and site monitoring should be specified in the RFP to ensure security, safety, and compliance with local codes.

Power Purchase Agreement Checklist

General Logistical Considerations

Electrical upgrades or changes may affect the system design and potential interconnection to the electrical grid. Any planned changes should be documented within the RFP.

For proper maintenance, accessibility to the inverter and solar array will be important to the system owners throughout the life of the project.

Fire departments will have building accessibility requirements, particularly for roof-mounted systems. Some jurisdictions formally specify these standards and will confirm that the system meets the requirements during the permitting phase and final approval process. In states that do not have such requirements, it is important for the government agency and the system owner to gain fire department approval early in the process.

Contractually, operation and ongoing maintenance of the solar system is typically the responsibility of the system owner unless otherwise specified.

Insurance⁹

While many governmental entities may be able to self-insure, it is important to investigate the minimum insurance required by your utility's interconnection rules. The requirements may necessitate additional coverage through private insurance.

Unfortunately, insurance underwriters charge fairly high premiums for PV installations. These premiums can represent approximately 25% of the annual operating budget and may be as large as 0.25% to 0.50% of the project installed costs. According to discussions with developers, the cost of insurance can increase energy pricing by 5–10%. The high premiums are due to two underlying reasons: 1) Insurance underwriters still view PV as a risky technology due to its lack of long operating history, and 2) the relatively low number of projects do not allow underwriters to average risk across a large number of installations (i.e., “the law of large numbers”). Until recently, Lloyds of London was the only underwriter for PV in the United States; however, Munich Re, AIG, Zurich Insurance Group, ACE Ltd., and Chubb are also actively pursuing renewable energy policies. Reportedly, a fifth underwriter is developing a PV product, but no public announcements have been made (Kollins et al., forthcoming).

In general, insurance is the responsibility of the system owner (developer). At a minimum, the system owner should be expected to carry both general liability and property insurance. Additional considerations may be given to separate policies for location-specific risks (e.g., hurricane coverage in Florida), property-equivalent policies (which cover engineering), and environmental risk (inclusive of pre-existing conditions). If covered by the system owner, the cost of insurance will be factored into the PPA cost of electricity and not passed through separately. Thus, a fairly recent realization is that it may be cheaper for the government agency to insure the system directly, although they don't actually own the system. Then, the system owner is named as an additional insured party on the policy and agrees to reimburse the government agency for the premiums. Insurance companies have agreed to this in previous PPAs (Boylston 2008). Because this can reduce overall project costs, this arrangement deserves further investigation with a provider.

One final note concerns indemnification for bad-acts and pre-existing structural or environmental risks. Whether contractual or not, the government agency may want to acquire its own insurance to protect itself from the potential of future liabilities.

Potential Deal Constraints Embedded in Municipal Laws¹⁰

Municipal laws were written before PV installations were even a remote consideration. While each jurisdiction operates under its own unique statutes, this section lists some common constraints that may be encountered. Listed below are the categories that may require investigation. More detail on the following specific issues is provided at the end of this fact sheet:

1. **Debt limitations** in city codes, state statutes, and constitutions
2. Restrictions on **contracting power** in city codes and state statutes
3. **Budgeting, public purpose, and credit-lending** issues
4. **Public utility rules**
5. Authority to **grant site interests and buy electricity**

⁹ Much of this section is adopted from a forthcoming NREL paper: “Insuring Solar Photovoltaics: Challenges and Possible Solutions”; Spear, B.; Mendelsohn, M.; and Cory, K.

¹⁰ Much of this section is adapted from the transcript of a June 12, 2008, NREL conference call led by Patrick Boylston of Stoel Rives LLP.

Conclusions

Financing solar PV through a power purchase agreement allows state and local governments to benefit from clean renewable energy while minimizing up-front expenditures and outsourcing O&M responsibilities. Also important, a PPA provides a predictable electricity cost over the length of the contract.

This fact sheet is a concise guide that will help states and municipalities with the solar PPA process. The following five steps are recommended to formally launch a project (and are described in this brief):

Step 1: Identify Potential Locations

Step 2: Issue a Request for Proposal (RFP) to Competitively Select a Developer

Step 3: Contract Development

Step 4: Permitting and Rebate Processing

Step 5: Project Design, Procurement, Construction, and Commissioning

The U.S. Department of Energy (DOE) can help facilitate the process by providing quick, short-term access to expertise on renewable energy and energy efficiency programs. This is coordinated through the Technical Assistance Project (TAP) for state and local officials.¹¹ More information on the program can be found at <http://apps1.eere.energy.gov/wip/tap.cfm>.

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Stoel Rives LLP. (2008). "Lex Helius: The Law of Solar Energy, A Guide to Business and Legal Issues." First Edition. <http://www.stoel.com/webfiles/lawofsolarenergy.pdf>

¹¹ TAP currently has a focus on assisting programs that are related to Recovery Act funds.

Power Purchase Agreement Checklist

Sample Terms of Executed Power Purchase Agreements (PPAs)

Government Level	State	County	City
Name	Caltrans District 10 Solar Project	Boulder County Solar Project	Denver Airport Solar Project
Location	Stockton, California	Boulder County	Denver, Colorado
Customer	California Department of Transportation	Boulder County	Denver International Airport
Utility	Pacific Gas & Electric	Xcel Energy	Xcel Energy
Size (DC)	248 kW	615 kW	2,000 kW
Annual Production	347,407 kWh	869,100 kWh	3,000,000 kWh
Type	123 kW rooftop, 125 kW carport	570 kW rooftop, 45 kW ground	Ground-mount, single-axis tracking
Location	Maintenance Warehouse Maintenance Shop Parking Lot Canopy	Recycling Center Courthouse Clerk and Recorder Addiction Recovery Center Justice Center Walden Ponds (ground-mount) Sundquist	Ground of the Denver International Airport
Area	22,200 sq ft	8 county buildings	7.5 acres
Developer	Sun Edison, LLC	Bella Energy	World Water & Solar Technologies
Owner	Sun Edison, LLC	Rockwell Financial	MMA Renewable Ventures
PPA Terms	20 years, 5.5% discount from utility rates	20 years, fixed-price 6.5 ¢/kWh for first 7 years, renegotiate price and buyout option at beginning of year 8	25 years, fixed-price 6 ¢/kWh for first 5 years, buyout option at beginning of year 6 or price increases to 10.5 ¢/kWh
Status	Completed September 2007	Completed January 2009	Completed August 2008
Contact	Patrick McCoy (916) 375-5988 patrick.mccoy@dgs.ca.gov	Ann Livingston (303) 441-3517 alivingston@bouldercounty.org	Woods Allee (303) 342-2632 woods.allee@flydenver.com

Source: NREL

Potential Deal Constraints Embedded in Municipal Laws

This table lists potential constraints posed by municipal laws. Not all issues will pertain to your jurisdiction; however, this table can serve as a short checklist for use in your investigation. The request for proposal (RFP) issue column is meant to qualify each issue as to whether it needs to be highlighted in the RFP.

Category	RFP Issue?	Issue	Implication	General Findings and Next Steps
1. Debt Limitations in City Codes, State Statutes, and Constitutions	No	Is PPA debt or contingent liability?	Debt would require public vote for approval. Contingent liability is allowed under purchasing authority without a vote.	Most states see as purchasing only what is consumed. Thus, a vote not is required. PPA agreements usually called “energy services agreement” to avoid any appearance of debt. Must be wary of “take or pay provisions” in PPA requiring payments regardless of use. Also, be careful to size so as to not over-produce based on net-metering rules
	No	Is system purchase option debt?	A vote will be required to approve debt for system purchase.	It is important that the PPA deems the purchase as optional at fair market value so that a vote is not needed until the option is exercised.
2. Restrictions on Contracting Power in City Codes and State Statutes	Yes	Contract Tenor statutes (e.g., limited to 10 yrs or 15 yrs)	May limit choice of developers based on investment goals.	Research of local rules and precedents may be required.
	Yes	Ability to buy/sell RECs	When codes and statutes were created, RECs were not envisioned. May determine where beneficial REC ownership is assigned in PPA.	Each jurisdiction will be different. Research of local rules and precedents is required. Is there enough general authority under electricity purchases (or other) to justify REC trading?
	Yes	Public bidding laws	May preclude RFP process unless there is an applicable exemption to public bidding laws.	Research of local rules and precedents may be required. Developer will ask for representation and warranty that the contract is exempt from public bidding rules.
3. Public Purpose and Lending of Credit Issues	Yes	Pre-paying for electricity	Is this a grant to a for-profit LLC that owns the PV system?	In most states, authority exists (such as in the opinion of attorneys general) that it is permissible if the entities are fulfilling a government purpose. Research may be required if pre-payment is envisioned.
4. Public Utility Rules	Yes	How many entities will be buying electricity (i.e., city, county, and/or other government entities occupy site)?	Most state laws and/or rules clarify that if you are selling electricity to a certain number of consumers, then you are a utility and subject to Public Utility Commission (PUC) regulation. ¹² This can be prohibitively expensive for the developer.	Developers will generally want to contract only with a single entity that owns the meter. The costs can then be divided among various entities. If the entities are all behind the meter, then they would not be subject to PUC regulations.
5. Authority to Grant Site Interests and Purchase Electricity	No	Lease or easement?	A lease can have problems with disposal and interest in public property, which may require a public-bidding or offering process.	Framing the document as an “easement” instead of a “lease” has worked well. Works much like a lease except without ability to transfer it—except in accordance with agreement (usually restricted).

Source: Boylston 2008

¹² The threshold is set differently by each state. Most are in the two-five range.

Power Purchase Agreement Checklist

Sources for Sample Documents

Samples of requests for proposals can be found using simple Web searches—the links below will get you started in your search.

NV Energy (Nevada Power Company) is a good source for documents which have been previously tested in the marketplace:
<http://www.nvenergy.com/company/doingbusiness/rfps/>

Oregon University System
http://www.ous.edu/bapp/contractfiles/20090522_1545_Photovoltaic%20Power%20Purchase%20Agreement/RFP%202009-06%20Solar%20PPA.doc

City of Santa Ana
<http://www.ci.santa-ana.ca.us/pwa/documents/RFP-SolarProjectandGuideline.pdf>

The U.S. Navy recently released an RFP that is very thorough in its specifications:
<http://www.allenmatkins.com/emails/Renewable/Img/NAVY.pdf>

Example RFPs from several California municipalities:
<http://www.lgc.org/spire/rfps.html>

A current federal government RFP:
<https://www.desc.dla.mil/DCM/DCMSolic.asp?SolicID=1533>

Other Useful Documents:

The documents below are more detailed, in-depth solar financing guides.

The Customer's Guide to Solar Power Purchase Agreements, by the Rarus Institute
<http://www.californiasolarcenter.org/sppa.html>

Solar Photovoltaic Financing: Deployment on Public Property by State and Local Governments, by Karlynn Cory, Jason Coughlin, and Charles Coggeshall. This NREL report (May 2008) examines ways that state and local governments can optimize the financial structure of deploying solar PV for public uses. It can be accessed at <http://www.nrel.gov/docs/fy08osti/43115.pdf>

Solar Photovoltaic Financing: Residential Sector Deployment, by Jason Coughlin and Karlynn Cory. This NREL technical report (March 2009) can be accessed at <http://www.nrel.gov/docs/fy09osti/44853.pdf>.

Solar Photovoltaic Financing: Deployment by Federal Government Agencies, by Karlynn Cory, Charles Coggeshall, Jason Coughlin, and Claire Kreycik. This NREL technical report (August 2009) can be accessed at <http://www.nrel.gov/docs/fy09osti/46397.pdf>

Contacts

This fact sheet was written by Karlynn Cory, Brendan Canavan, and Ronald Koenig of NREL. For more information, contact Karlynn Cory at Karlynn.Cory@nrel.gov.



NREL
National Renewable
Energy Laboratory

Innovation for Our Energy Future

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Operated by the Alliance for Sustainable Energy, LLC
NREL/FS-6A2-46668 • October 2009

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

Office Use Only

Meeting Date: August 17, 2015

Agenda Item No. 4a

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
8/17/2015

Agenda Item Title: Criteria for Waiving Insurance Requirement/Lee Fair

Requested By: Caren Rossi, Planning & Zoning Administrator

Date: 8/3/2015

Contact Information: 603-659-6783

Presented By: Caren Rossi

Description: Request that the Select Board waive the insurance requirement for vendors at the Lee Fair that apply to sell merchandise (not food or beverages or any other item meant to be consumed) that is hand-made by that vendor.

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

Legal Authority NH RSA 41:8

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to waive the insurance requirement for vendors at the Lee Fair that meet the proposed condition.



TOWN of LEE
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(603) 659-5414

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Meeting Date: 8/17/15 Click here to enter a date.
Agenda Item No. 5a Click here to enter number.

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
8/17/2015

Agenda Item Title: Road Salt- State Bid Contracts

Requested By: Randy Stevens

Date: 8/12/2015

Contact Information: Randy Stevens rstevens@leenh.org

Presented By: Randy Stevens, Highway Supervisor

Description: State bid has been released for the purchase of road salt for the upcoming winter season. Towns are able to piggyback on this bid and get the same price. Normally the Town splits up the bid in case one supplier or the other runs out.

Financial Details: \$26,500 budgeted in Fiscal 15-16 Highway Budget for road salt purchase

Legal Authority Enter underlying legal authority, usually NH RSA and/or Town Policy or Ordinance

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to authorize the Highway Supervisor to enter into an agreement with both Morton Salt (approximately 275 tons) and Granite State Minerals (approximately 200 tons) for the purchase of approximately 475 tons of winter bulk deicing salt for the 2015-16 Winter season at State Bid Price.



MORTON SALT

JUL 30, 2015

Town of Lee
Highway Department
7 Mast Rd
Lee NH 03861-6555

Dear Sir/Madam

MORTON SALT, INC. is pleased to offer you the following bulk deicing salt pricing for the season 2015/2016.

Description	Valid From	Valid To	Transport Mode	Min Order
Bulk Safe-T-Salt 167 TON	JUL 01, 2015	APR 30, 2016	Delivered PORTSMOUTH NH	32 TON 54.38 USD per TON
Description	Valid From	Valid To	Transport Mode	Min Order
Bulk Rock Salt W/Ice B	JUL 01, 2015	APR 30, 2016	Delivered NEWINGTON NH	32 TON 71.88 USD per TON

Total Tons: 167 TON

Do you wish to change the tonnage? Yes ___ No ___ New tonnage is: _____ Tons

Reason for tonnage change: _____

Delivered prices are based upon full truckload quantities specific to the delivery address shown below.
Normal delivery is 1-5 business days ARO.

Any applicable taxes are extra. Terms are net 30 days. Initial order must be placed by December 31st

Please review your account information and advise if any changes are required;

Delivery Address:
Town of Lee-NH
6 Recycling Center Road
Lee NH 03861

Print Name: _____
Title: _____
Email Address: _____
Phone Number: _____
Fax Number: _____

Customer #3664384

To confirm and accept this quotation, please sign the acceptance and return via mail (address below), email, or fax within 30 days of the date shown above.

Acceptance:

I accept the MORTON SALT, INC. price for season 2015/2016.

Signature: _____

Date: _____

Return to:
Oakbrook Customer Service
Email: buyroadsalt@mortonsalt.com
Fax: 630-214-0725

123 North Wacker Drive TEL 312.807.2000
Chicago, IL 60606-1743 WEB mortonsalt.com

MORTON SALT, INC.
A K+S GROUP COMPANY



**Granite
State
Minerals**

**2015-16 ICE CONTROL SALT QUOTATION
CITIES/TOWNS OF NEW HAMPSHIRE IN DISTRICT 6**

Based on the awarded NH Department of Transportation contract 8001823 pricing, Granite State Minerals is pleased to extend the delivered price of \$51.73 per ton of bulk road salt for the 2015-2016 season. This price will remain firm until July 31, 2016. *For inventory planning purposes, we would appreciate if you return a completed and signed copy of this form via mail, fax 603-436-8505, or email jharrington@gsmsalt.com by August 31, 2015.*

Orders may be placed 24 hours a day by calling 603-436-8505, via email, or by faxing 603-436-2458. Please note my contact information below for order and delivery questions. Billing inquiries should be directed to Amy McLaughlin. Amy's email address is amclaughlin@gmsalt.com. Our physical mailing address is 227 Market St., Portsmouth, NH 03801. Payment terms are Net 30 days from invoice date.

Please call with any questions. We look forward to working with you this season and greatly appreciate your business!

Kind regards,

Janet

Janet Harrington
Granite State Minerals, Inc.
(P)603-436-8505 (F)603-436-2458
jharrington@gmsalt.com

Customer Info:

Town: _____

Ship To Address: _____

Contact/Phone/Fax: _____

_____ **Signature** _____ **Estimated Usage**



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

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Meeting Date: <small>Click here to enter a date.</small> 8/17/15
Agenda Item No. <small>Click here to enter number.</small> 5b

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
8/17/2015

Agenda Item Title: Department Update (FEMA grant, LRP, Planned Work) – Introductory Discussion of CIP, 16-17 Highway Budget, and What Direction the Highway Department is Headed

Requested By: Randy Stevens

Date: 8/12/2015

Contact Information: Randy Stevens rstevens@leenh.org

Presented By: Randy Stevens, Highway Supervisor

Description: General communication relating to the Highway Department

Financial Details:

Legal Authority Enter underlying legal authority, usually NH RSA and/or Town Policy or Ordinance

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

REQUESTED ACTION OR RECOMMENDATIONS:

No Action Required



TOWN of LEE
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(603) 659-5414

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Meeting Date: August 17, 2015
Agenda Item No. 5b

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
8/17/2015

Agenda Item Title: Little River Park - Guardrail

Requested By: Randy Stevens

Date: 8/13/2015

Contact Information: 603-659-6515

Presented By: Randy Stevens, Highway Supervisor

Description: Present the Board with photos of two example rails for Little River Park, discuss the various size options and make a decision on whether to have the work done by an outside company or have the highway department perform the work. Length of guardrail is 250'

Financial Details: Warrant Article 11-2015 – approx. \$10,000 for contracted; \$1,500-3,000 in-house

Legal Authority RSA 41:11-a; 35:1

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to grant the Highway Supervisor permission to purchase materials at a cost not to exceed _____ to install a guard rail along the parking lot which abuts Little River Park.

OR

Move to authorize the Highway Supervisor to enter into a contract with _____ in an amount not to exceed \$ _____ to construct a guard rail at Little River Park.

Denise Duval

From: Randy Stevens
Sent: Wednesday, August 12, 2015 3:37 PM
To: Denise Duval
Cc: Julie Glover
Subject: FW: Wooden guardrail - town of Lee highway
Attachments: 6x8railphoto.jpg; 4x10timberrail.jpg

There!

From: Lorrie Sliter [<mailto:lorrie@cwsfence.com>]
Sent: Wednesday, August 12, 2015 2:29 PM
To: Randy Stevens
Subject: RE: Wooden guardrail - town of Lee highway

Hi Randy,
We keep good used wood guardrail posts here in stock pressure treated.
There is 40 in a pack of which we sell a pack for \$200.00.
We have done a single 4x8 or 4x10 rail as one choice but the rails are custom order and take time to get and inconvenient for repairing. You could do the single 4x6 rail but not as rugged but is a stock lumber yard item. We have also done the 6x8 single rail. Both of these size rails can be purchased at your local lumber supplier. I would recommend 6' on center if you want a stronger stiffer system. If no plows, no issues of it being bumped hard you can go to 8' on center.
When we do these systems supplied and installed they will run in the 36-45 per lineal foot cost depending on straight, radiused, ground conditions, size rail used.
I've attached a photo of the single 6x8 rail and the single 4x10 rail jobs to give you some ideas.
If you need additional information or would like me to quote you a new system, let me know. I'd be happy to do so.

Thank you

Lorrie Sliter
CWS Fence & Guardrail
261 Franklin Highway
Andover NH 03216
603-735-5465
603-735-5547 fax
lorrie@cwsfence.com

This message and any attachments are intended only for the use of the addressee and may contain information that is privileged and confidential. If the reader of this message is not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any dissemination of this communication is prohibited. If you have received this communication in error, notify the sender immediately by return email and delete the message and any attachments from your system.

From: Randy Stevens [<mailto:rstevens@leenh.org>]
Sent: Tuesday, August 11, 2015 4:51 PM
To: info@cwsfence.com
Subject: Wooden guardrail - town of Lee highway

Hi,
This is Randy Stevens from the Town of Lee Highway Department.
The Board of Selectmen have requested that I obtain prices on some sort of wooden guardrail type of fence about 250' long to separate the parking lot from the park at Little River Park. it is certainly not anything that has to be crash tested

and certified. We were thinking just wooden guardrail post and a one rail horizontal wooden rail. Do you have any thoughts on what might be cost effective and would work well for this application? Do you sell just the wooden guardrail post and if so what is the cost for them. My cell # is 603-608-6172 if you have any questions reference this request. Thank You for your time.

Randy Stevens
Lee Highway Department
7 Mast Rd Lee, NH 03861
603-659-6515/3027





Strafford, DD

State of New Hampshire

Superior Court

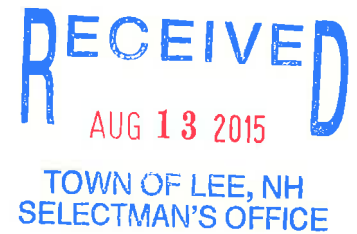
Town of Lee (TOL)

V

Veteran Resort-Chapel (VRC)

Case No: 219-2014-CV-00220

Objection to court delay



Now comes the VRC represented by Peter Macdonald Minister, Sgt USMC, and 100% disabled US Military Veteran with four service-connected disabilities three being combat related. The Federal Government has declared me in component because of my mental and physical disabilities and TOL and this court is full aware of these medical situations and chooses to hear the case. I am not an attorney but have interviewed or talked to over 100 law firms or attorneys and not one would take the case where it is so clear the question of a biased actions of the TOL is the root cause of said case as the average person would perceive from these interviews (at least I perceived it this way). Every individual must be protected by the Constitution equally, even homeless U.S. Combat Veterans as in this case. The NH and United States Constitution are laws to protect the individual from crimes against individuals such as this case so documents. The so stated biased actions and rulings of the TOL in the eyes of any reasonable person could and most likely would be perceived as crimes against our constitution.

AS Follows:

1. That the VRC is a church or religious assembly since 1980 and is protected by our Constitution Part First, our U.S. Constitution and many rulings of the United States Supreme Court and the NHSC
2. The TOL stated personally to Peter Macdonald by the Lee selectmen of the past "we are a community of professors and UNH support staff and we do not deserve homeless in our neighborhoods. The Lee building inspector Allan Dennis stated the same or close to it the next week telling me that the Selectmen said it to him. They all deny it but the facts of the case so tell any reasonable person that it is a true statement.
3. The TOL is trying to win this case by attrition by, as the most resent request from the site review is to have a structural engineer of the TOL do a study of the 8'x16 sheds to be used as Religious Reading Rooms for homeless combat veterans. The TOL wants \$1000.00 down which they estimate is 10% of the study. The cost of the sheds is estimated \$5000.00. The study is twice the cost.

4. The TOL has knowingly with intent to harm Homeless and/or disabled Combat Veterans has acted in a criminal manner to discriminate against our church and our mission from God to help mentally and physically homeless U.S. Military Veterans come home if possible. We have 25 years of existence have shown.

AS Follows:

a. The TOL has fined the VRC for having a sign on VRC property free standing personal property telling our members the "Veteran Resort Chapel" is here. The TOL should have been aware of the Arizona case "Reed V. Town of Gilbert, Docket No. 13-502 that clearly makes signs on public streets as described in that case, would make signs on personal property such as the VRC legal. To go even further removing the signs placed a "Substantial burden" on our members taking away our guaranteed constitutional right to free speech, our right to quiet enjoyment of our own property and our right to equal treatment, the TOL never even responded to our request for a Compelling Government interest or that it is the least restricted means.

b. The TOL interprets the Zoning ordinance different for the VRC than other properties in Lee NH. The pictures clearly show other properties in Lee have more and bigger signs all over their property demonstrating the clear act of discrimination by the TOL against the VRC. Reed V Gilbert 13-502 AZ

1a. 100 Stepping Stone Rd across the street from the VRC property has over 48 Square feet of signage on his van parked in his driveway 18 hours a day. The town claims a sign on the vehicle are temporary as stated by the town so they are exempt. The TOL claims signs on a scrap piece of plywood attached to nothing 16 Square Feet giving church members direction on church property are illegal. The same ordinance intrepid different for the VRC than for others. This is discrimination.

2a. The same house at 100 Stepping Stone Rd on the front of the house has a sign that the house is a Jewish or that they have a child in the Army. The same house has a sign visible from the rd by the door of the donkey shed telling of the door location.

3a. The apartment building a few houses down the street on Stepping Stone Rd has a sign for a business from a different town about 25 Square feet, less than twenty feet from the rd.

4a. The house across the street from this apartment building has a sign about 25 Square feet, less than 4' from the rd of a business from a different town. This same house has a 48 Square foot sign of Picnic tables made on site and for sale. This same property has a sign at the end of Stepping Stone Rd less than 5' from Rt 125 telling the public of its business location.

5a. That Allen's Garage at the end of Stepping Stone Rd has a sign of about 25 Square feet, less than 20' from Stepping Stone Rd telling the public of Planet Cloths drop site., a business form a different town.

6a. Eliminator business just up the road has over 25 signs attached to the fence and other signs located on their property all bigger than the VRC temporary sign.

7a. The Lee Race track as do most other business and properties in Lee NH have signs of one type or the other on their property where as only the VRC is held to a different standard than all others. **Discrimination** is against the law.

2. The TOL did order two homeless US Military Veterans evicted from 101 Stepping Stone Rd Lee NH, VRC property. To order church members that are homeless from church property violates the Separation of church and state. The eviction violates the US SC making it clear in the case of Fifth Avenue Presbyterian Church V. City of NY Docket no. 02-0773 that homeless cannot be evicted from church property. This is a US Supreme court decision.

a. The TOL approved these homeless U.S. Military Veterans moving to worse conditions at 465 Packers falls Rd Lee NH in the same zone and town as the church property located at 101 Stepping Stone Rd. The fact is it is most likely less than one-mile distance between the two properties. What is the difference if they live at the church in respectable conditions or on private property in less desirable conditions? Discrimination cannot be tolerated. The VRC mission from God is to care for these homeless US Military combat Veterans. Discrimination from the TOL Actions cannot be tolerated.

5. The TOL has ordered portable potties originally ordered by the TOL to be placed on the property removed. There is no ordinance about removing portable potties rented from a respectable business. The TOL place a substantial burden on the VRC members for now we have to use a 5 gallon bucket lined with a plastic bag then take the contents left to the Lee dump. Other properties in Lee NH have portable potties located on their property, private homes and business. 452 Packers Falls Rd has one less than 5' from the rd. Craving Coffee has one, The Lee racetrack has many, and the Lee circle hot dog stand has one. Portable Potties are a common happening in Lee NH. No one has to even ask the town to have one placed on any property located in Lee NH never mind getting written permission from the TOL as the VRC is required. Discrimination cannot be tolerated as in this case. See pictures available

6. The TOL had a legally registered trailer, registered in the VRC name (owner of 101 Stepping Stone Rd said property in this case) The trailer was used daily in our religious practice and was moved to 465 Packers falls Rd in the same zone and areas as 101 Stepping Stone Rd with the town consent. This placed a substantial burden on the VRC and our members with out the town showing it was a compelling Government interest or the least restrictive means. Why can the same trailer be located in the same town and zone as the VRC property but away from our church? Discrimination cannot be tolerated.

6. The Veterans Administration and the Veterans Department of Portsmouth Easter Seals has called many times to let homeless veterans sleeping in their cars or on the

streets to move to VRC property in a safer and more respectable environment but because of the substantial burden placed on the VRC by the TOL we have had to reject these US Military Combat Veterans.

Where Fore: The court delay of this case for whatever reason cannot be tolerated. Men and women that fought for our freedom are being harmed by said action of the delay and the constant discrimination by the TOL against the VRC. The TOL in the past has skirted around a direct answer to any of our motions because as any reasonable person would intrepid the TOL is discriminating against the Church of the Veteran Resort-Chapel to keep us from locating in the TOL. The New Hampshire Constitution, U.S. Constitution and court decisions on the separation of church and state, clearly making the court delaying this case one more day only inflicts unneeded harm on Homeless U.S. Military Combat Veterans (members of our church) in direct defiance of the meaning and intent of our Forefathers, law makers and the Citizens of the United States of America as so stated by RSA 165;5 and so we ask as follows:

1. That this court orders the TOL to accept the VRC as a church and refund all money and costs by the TOL on the VRC.
2. That the TOL pay 12 Million dollars to the VRC in damages and harm to homeless US Military Combat Veterans that the acts of discrimination by the TOL have caused.
3. That if this court cannot so decide this case as asked that a jury be assembled to hear this case at once.
4. That the TOL answer each one of these stated facts for the court to make a decision and in the answers state a compelling government interest or that it is the least restrictive means.
5. For the court to delay this case one day longer never mind more than a month is to harm homeless US Military Veterans in what appears to be the TOL attempt to discriminate against these brave men and women that protected our freedom.

To allow the Town of Lee NH to discriminate to keep the men and women that fought for our freedom out of their town cannot be tolerated.

I am a no body that served in the United States Marine Corps during a conflict and came back with serious mental and physical disabilities from said actions during and in said conflict. I do not have the knowledge or ability to follow the protocol required by the court for any individual to seek justice. I ask this court for the greatest leniency because the brave men and women that fought for our freedom and came back to find them homeless should not be degraded and discriminated against by the government or the citizens that believe they are the select few that deserve more than others.

I so ask this honorable court to answer this motion and stop this case from making a mockery of our Judicial Branch of Government by the TOL.

Submitted this 14 Day of August 2015

Peter Macdonald

Peter Macdonald
465 Packers falls rd
Lee NH 03824
603-781-3839
A copy to TOL

P. 5.

I PERSONALLY BELIEVE (AND I BELIEVE) ANY REASONABLE PERSON WOULD BELIEVE WHAT THE TOL IS DOING IN THIS CASE TO HOMELESS COMBAT VETERANS IS BECAUSE OF PETER MACDONALD (THE MINISTER) MENTAL AND MEDICAL DISABILITIES AND BECAUSE OF THIS MEDICAL CONDITIONS THEY CAN USE THE COURT TO DEFEAT ANY HOMELESS COMBAT VETERANS FROM LIVING IN LEE NH. TO TAKE ADVANTAGE OF ANY PERSONS DISABILITIES TO KEEP HOMELESS COMBAT VETERANS OUT OF THEIR COMMUNITY ~~SEE~~ IS IN DIRECT VIOLATION OF THE AMERICANS WITH DISABILITIES ACT AND OUR CONSTITUTION

Peter Macdonald

Town of Lee Select Board

Policy Memo on the Use of Appropriated Funds for Food

It is the Select Board's policy that Department Heads and Employees shall not use appropriated funds, i.e. taxpayer dollars (whether from an annual appropriation, multi-year appropriation, user fee, gift funds, or reimbursements from such appropriations, etc.) to purchase food (whether for conferences or meetings; for meals, light refreshments, or beverages) unless the Department Head documents that the provision of food is a necessary expense and one of the established exceptions below applies.

Exceptions: The five exceptions to the general policy are as follows:

1. **Training Events:** Department Heads are authorized to pay for their own or employees' attendance at a conference (that constitutes an authorized employee training program) that includes food, if the registration fee includes the cost of food and the cost of food cannot be separated from the registration fee. Attendees at conferences that require an overnight stay may be reimbursed for reasonable meal expenses, but in no event shall be reimbursed for alcoholic beverages.
2. **Award Ceremonies:** Light refreshments, such as snacks and non-alcoholic beverages, at employees' awards ceremonies when it has been determined that such food would materially enhance the awards ceremony in furtherance of the objectives of the awards. However, awards ceremonies must emphasize public recognition of the employees' performance and allow other employees and the public to honor and congratulate the recipient(s). Therefore, the ceremonies cannot be limited to the employee(s) receiving the award(s.)
3. **Election Day:** The Town Clerk, Moderator, and/or Supervisor of the Checklist may purchase meals for employees and volunteers who work during regular meal times on Election Day, provided that funds have been appropriated in the annual budget for such a purpose.
4. **Emergencies:** There is a limited exception for extreme emergencies involving imminent danger to human life or the destruction of Town property and/or State or Federally-declared disasters that necessitate the opening of the Emergency Management shelter at the Public Safety Complex.
5. **Special Events** – These include the Lee Fair, Holiday celebrations, and other special events that are approved by the Select Board and that have funds appropriated for expenses that include food.

Before food may be purchased under these exceptions the Department Head shall submit to the Select Board a memorandum:

- justifying that the provision of food is a necessary expense;
- identifying the applicable exception; and
- indicating the name and location of the event, the number of employees attending the event, and the estimated cost of the food.

July 28, 2015

Office of the Town Clerk
Town of Lee
7 Mast Road
Lee, NH 03861

Dear Town Clerk,

Public Service Company of New Hampshire, dba Eversource Energy is hereby requesting permission to install/replace pole(s) located in Town of Lee, New Hampshire.

Enclosed for your review find three copies of PSNH Petition and Pole License number 65-0546 for Town of Lee review.

Upon approval, please have each copy of the Petition and Pole License signed by the proper authority.

Retain the Petition and Pole License copy labeled "Lee" and mail the remaining signed copies along with any invoice for payment to PSNH in the enclosed self-addressed envelope.

If the Petition and Pole License is not approved, please return all copies to PSNH with an explanation.

Please contact me by telephone or e-mail with any questions you may have.

Thank you.

Lisa-Marie Pinkes

Lisa-Marie Pinkes
Customer Operations Support - Licensing
Public Service Company of New Hampshire, dba Eversource Energy
PO Box 330
Manchester, NH 03105-9989
Tel. 603-634-2218
E-Mail: lisa-marie.pinkes@nu.com

Enclosure(s)

PETITION AND POLE LICENSE
PETITION

Manchester, New Hampshire

July 20, 2015

To the Town of Lee, New Hampshire.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY and Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE, request a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

License one (1) pole(s), 303/10A located on Hayes Road in the Town of Lee.

Northern New England Telephone Operations LLC
dba FairPoint Communications-NNE

Public Service Company of New Hampshire,
dba Eversource Energy

BY: Jane Mellae

BY: Lisa-Marie Pinkes
Lisa-Marie Pinkes, PSNH CO Support/ Licensing

LICENSE

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

ORDERED

This 20th day of July, 2015, that, PUBLIC SERVICE COPMANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY and Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE be and hereby are granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

In accordance with the requirements of RSA 72:23, I (b), this license is granted to the licensee(s) subject to the condition that the licensee(s) and any other entity using or occupying property of Town of Lee pursuant to this license shall be responsible for the payment of, and shall pay, all properly assessed real and personal property taxes no later than the due date. Failure of the lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor. Furthermore, in accordance with the requirements of RSA 72:23, I (b), the licensee(s) and any other entity using and/or occupying property of the the Town of Lee pursuant to this license shall be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the licensor pursuant to this license.

The approximate location of the poles and structures shall be shown on plan marked EVERSOURCE and No. 65-0546, dated 7/14/2015, attached hereto and made a part hereof.

Town of Lee, New Hampshire

Town of Lee, New Hampshire

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

Received and entered in the records of the Town of Lee, New Hampshire, Book _____, Page _____

Date: _____

ATTEST: _____

Town Clerk

TOWN OF LEE, NEW HAMPSHIRE

POLE LICENSE

Upon Petition of the Public Service of New Hampshire AND Northern New England Telephone Operations LLC, dba Fairpoint Communications-NNE Dated 07/20/2015, it appearing that the public good so requires, it is hereby

ORDERED

1. That said Petitioners be and hereby are granted a License to erect and maintain poles, structures, conduits, cables, and/or wires, together with sustaining, strengthening and protecting fixtures, in highways covered by said Petition. The maximum and minimum length of poles shall be 45 feet and 45 feet respectively; the maximum and minimum height of structures shall be ___ feet and ___ feet respectively. Conduits shall be buried to a depth of at least ___ feet. The approximate location of the poles or conduits (P. 303/10A on Hayes Road Road/Street in the Town of Lee) and structures is designated or defined as shown on plan marked "Public Service of New Hampshire and Fairpoint Communications-NNE" No. 65-0546 Dated 07/20/2015, attached to and made a part of this order. All wires and cables except those leading down the poles and structures and those leading to fixtures attached thereto shall be placed at a height of not less than 18 feet above the surface of the highway.

2. In accordance with the requirements of RSA 72:23, I (b), the licensed entities and any other entity now or hereafter using or occupying municipal property pursuant to this License shall be responsible for the payment of, and shall pay, all properly assessed personal and real property taxes no later than the due date. Failure to pay duly assessed personal and real property taxes when due shall be cause to provide a written notice to the licensed entities to show cause by a date certain specified in the notice as to why this License should not be terminated for nonpayment of the sums due.

3. In accordance with the requirements of RSA 72:23, I (b), this License is granted to the licensee(s) subject to that condition that the licensee(s) and any other entity now or hereafter using or occupying municipal property pursuant to this License shall be responsible for notifying, within 90 days of the date of this amendment, each attacher to a licensee's pole(s) and/or licensee's conduits by serving a copy of the herewith Petition on each such attacher and submitting to the Clerk of the Town of Lee, a complete list of attachers to each pole or conduit in the Town, listing the pole or conduit locations of each attacher. Further, this License's granted subject to the condition that the Licensee(s) and any other person now or hereafter using or occupying municipal property pursuant to this License shall update annually the information provided to the Town with the Town Clerk on or before May 1st of that year, including the location of any additional attachers including the location of the pole(s) or conduit(s) to which the attacher's facilities are attached, and any attachers that have removed their attachments and/or any attachers that have added new attachments.

Town of Lee, New Hampshire *Select Board*

By: _____

Received and entered in the records of the Town of _____, New Hampshire at Book

_____ Page: _____, or file location _____

Date: _____ ATTEST: _____

Town Clerk

POLE LOCATION PLAN

EVERSOURCE and

Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE

DATE 07/14/2015

MUNICIPALITY: Lee

STREET / ROAD: Hayes Road

PSNH OFFICE: Epping

PSNH ENGINEER: Jim Osburn

TELCO ENGINEER: Mike Mullen

LICENSE NO. 65-0546

STATE HWY. DIV. NO. 6

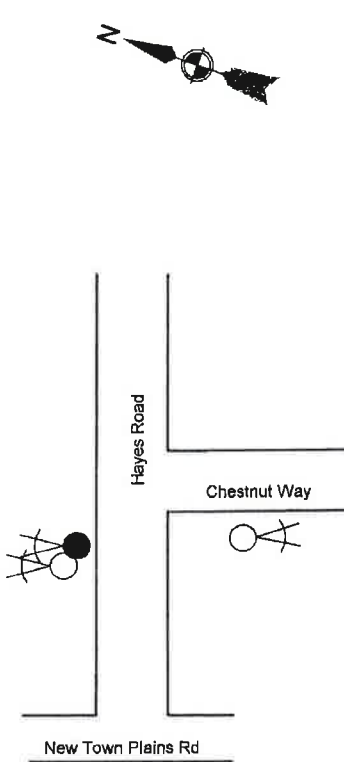
STATE LICENSE NO. _____

WORK REQUEST# 2527161

WORK FINANCIAL # 9E520407

TELCO PROJECT # _____

Pole Numbers		Pole Sz-CI	Eq BH	INSTALL		REMOVE		REF		100% LTS	J/O	100% TEL	Span	Dist. from:	Remarks	DOC REQ
LTS	TEL			POLE	PB	●	◐	⊗	⊘	▲	△	↓				
303/10A		45/2													install JO pole/anc	m
303/10	153/3	45/2													inst/rmv JO pole/anc	



**PETITION AND POLE LICENSE
PETITION**

Manchester, New Hampshire

July 20, 2015

To the Town of Lee, New Hampshire.

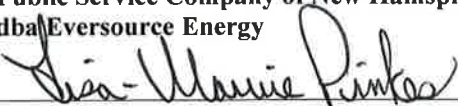
PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY and Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE, request a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

License one (1) pole(s), 303/10A located on Hayes Road in the Town of Lee.

**Northern New England Telephone Operations LLC
dba FairPoint Communications-NNE**

**Public Service Company of New Hampshire,
dba Eversource Energy**

BY: 

BY: 
Lisa-Marie Pinkes, PSNH CO Support/ Licensing

LICENSE

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

ORDERED

This 20th day of July, 2015, that, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY and Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE be and hereby are granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

In accordance with the requirements of RSA 72:23, I (b), this license is granted to the licensee(s) subject to the condition that the licensee(s) and any other entity using or occupying property of Town of Lee pursuant to this license shall be responsible for the payment of, and shall pay, all properly assessed real and personal property taxes no later than the due date. Failure of the lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor. Furthermore, in accordance with the requirements of RSA 72:23, I (b), the licensee(s) and any other entity using and/or occupying property of the the Town of Lee pursuant to this license shall be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the licensor pursuant to this license.

The approximate location of the poles and structures shall be shown on plan marked EVERSOURCE and No. 65-0546, dated 7/14/2015, attached hereto and made a part hereof.

Town of Lee, New Hampshire

Town of Lee, New Hampshire

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

Received and entered in the records of the Town of Lee, New Hampshire, Book _____, Page _____

Date: _____

ATTEST: _____

Town Clerk

TOWN OF LEE, NEW HAMPSHIRE

POLE LICENSE

Upon Petition of the Public Service of New Hampshire AND Northern New England Telephone Operations LLC, dba Fairpoint Communications-NNE Dated 07/20/2015, it appearing that the public good so requires, it is hereby

ORDERED

1. That said Petitioners be and hereby are granted a License to erect and maintain poles, structures, conduits, cables, and/or wires, together with sustaining, strengthening and protecting fixtures, in highways covered by said Petition. The maximum and minimum length of poles shall be 45 feet and 45 feet respectively; the maximum and minimum height of structures shall be feet and feet respectively. Conduits shall be buried to a depth of at least feet. The approximate location of the poles or conduits (P. 303/10A on Hayes Road Road/Street in the Town of Lee) and structures is designated or defined as shown on plan marked "Public Service of New Hampshire and Fairpoint Communications-NNE" No. 65-0546 Dated 07/20/2015, attached to and made a part of this order. All wires and cables except those leading down the poles and structures and those leading to fixtures attached thereto shall be placed at a height of not less than 18 feet above the surface of the highway.

2. In accordance with the requirements of RSA 72:23, I (b), the licensed entities and any other entity now or hereafter using or occupying municipal property pursuant to this License shall be responsible for the payment of, and shall pay, all properly assessed personal and real property taxes no later than the due date. Failure to pay duly assessed personal and real property taxes when due shall be cause to provide a written notice to the licensed entities to show cause by a date certain specified in the notice as to why this License should not be terminated for nonpayment of the sums due.

3. In accordance with the requirements of RSA 72:23, I (b), this License is granted to the licensee(s) subject to that condition that the licensee(s) and any other entity now or hereafter using or occupying municipal property pursuant to this License shall be responsible for notifying, within 90 days of the date of this amendment, each attacher to a licensee's pole(s) and/or licensee's conduits by serving a copy of the herewith Petition on each such attacher and submitting to the Clerk of the Town of Lee, a complete list of attachers to each pole or conduit in the Town, listing the pole or conduit locations of each attacher. Further, this License's granted subject to the condition that the Licensee(s) and any other person now or hereafter using or occupying municipal property pursuant to this License shall update annually the information provided to the Town with the Town Clerk on or before May 1st of that year, including the location of any additional attachers including the location of the pole(s) or conduit(s) to which the attacher's facilities are attached, and any attachers that have removed their attachments and/or any attachers that have added new attachments.

Town of Lee, New Hampshire *Select Board*

By: _____

Received and entered in the records of the Town of _____, New Hampshire at Book

_____ Page: _____, or file location _____

Date: _____ ATTEST: _____

Town Clerk

POLE LOCATION PLAN

EVERSOURCE and

Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE

DATE 07/14/2015

LICENSE NO. 65-0546

MUNICIPALITY: Lee

STATE HWY. DIV. NO. 6

STREET / ROAD: Hayes Road

STATE LICENSE NO. _____

PSNH OFFICE: Epping

WORK REQUEST# 2527161

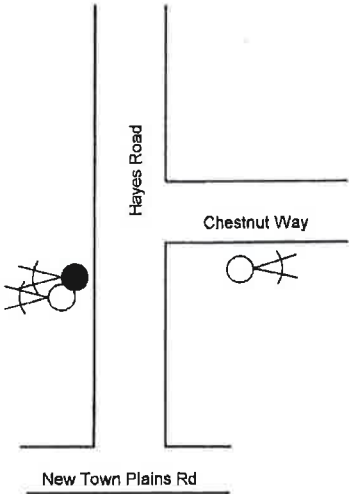
PSNH ENGINEER: Jim Osburn

WORK FINANCIAL # 9E520407

TELCO ENGINEER: Mike Mullen

TELCO PROJECT # _____

Pole Numbers		Pole Sz-CI	Eq BH	INSTALL	REMOVE	REF	100% LTS	J/O	100% TEL	Span	Dist. from:	Remarks	DOC REQ
LTS	TEL			POLE	PB	⊗	⊗	∧	∧				
303/10A		45/2										install JO pole/anc	m
303/10	153/3	45/2										inst/rmv JO pole/anc	



**PETITION AND POLE LICENSE
PETITION**

Manchester, New Hampshire

July 20, 2015

To the Town of Lee, New Hampshire.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY and Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE, request a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with wires, cables, conduits and devices thereon, together with such sustaining, strengthening and protecting fixtures as may be necessary along, and under the following public ways:

License one (1) pole(s), 303/10A located on Hayes Road in the Town of Lee.

**Northern New England Telephone Operations LLC
dba FairPoint Communications-NNE**

BY: Jane Miller

**Public Service Company of New Hampshire,
dba Eversource Energy**

BY: Lisa-Marie Pinkes
Lisa-Marie Pinkes, PSNH CO Support/ Licensing

LICENSE

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

ORDERED

This 20th day of July, 2015, that, PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, dba EVERSOURCE ENERGY and Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE be and hereby are granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures, in the public ways covered by said petition. All of said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

In accordance with the requirements of RSA 72:23, I (b), this license is granted to the licensee(s) subject to the condition that the licensee(s) and any other entity using or occupying property of Town of Lee pursuant to this license shall be responsible for the payment of, and shall pay, all properly assessed real and personal property taxes no later than the due date. Failure of the lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor. Furthermore, in accordance with the requirements of RSA 72:23, I (b), the licensee(s) and any other entity using and/or occupying property of the the Town of Lee pursuant to this license shall be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying property of the licensor pursuant to this license.

The approximate location of the poles and structures shall be shown on plan marked EVERSOURCE and No. 65-0546, dated 7/14/2015, attached hereto and made a part hereof.

Town of Lee, New Hampshire

Town of Lee, New Hampshire

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

Received and entered in the records of the Town of Lee, New Hampshire, Book _____, Page _____

Date: _____

ATTEST: _____

Town Clerk

TOWN OF LEE, NEW HAMPSHIRE

POLE LICENSE

Upon Petition of the Public Service of New Hampshire AND Northern New England Telephone Operations LLC, dba Fairpoint Communications-NNE Dated 07/20/2015, it appearing that the public good so requires, it is hereby

ORDERED

1. That said Petitioners be and hereby are granted a License to erect and maintain poles, structures, conduits, cables, and/or wires, together with sustaining, strengthening and protecting fixtures, in highways covered by said Petition. The maximum and minimum length of poles shall be 45 feet and 45 feet respectively; the maximum and minimum height of structures shall be feet and feet respectively. Conduits shall be buried to a depth of at least feet. The approximate location of the poles or conduits (P. 303/10A on Hayes Road Road/Street in the Town of Lee) and structures is designated or defined as shown on plan marked "Public Service of New Hampshire and Fairpoint Communications-NNE" No. 65-0546 Dated 07/20/2015, attached to and made a part of this order. All wires and cables except those leading down the poles and structures and those leading to fixtures attached thereto shall be placed at a height of not less than 18 feet above the surface of the highway.

2. In accordance with the requirements of RSA 72:23, I (b), the licensed entities and any other entity now or hereafter using or occupying municipal property pursuant to this License shall be responsible for the payment of, and shall pay, all properly assessed personal and real property taxes no later than the due date. Failure to pay duly assessed personal and real property taxes when due shall be cause to provide a written notice to the licensed entities to show cause by a date certain specified in the notice as to why this License should not be terminated for nonpayment of the sums due.

3. In accordance with the requirements of RSA 72:23, I (b), this License is granted to the licensee(s) subject to that condition that the licensee(s) and any other entity now or hereafter using or occupying municipal property pursuant to this License shall be responsible for notifying, within 90 days of the date of this amendment, each attacher to a licensee's pole(s) and/or licensee's conduits by serving a copy of the herewith Petition on each such attacher and submitting to the Clerk of the Town of Lee, a complete list of attachers to each pole or conduit in the Town, listing the pole or conduit locations of each attacher. Further, this License's granted subject to the condition that the Licensee(s) and any other person now or hereafter using or occupying municipal property pursuant to this License shall update annually the information provided to the Town with the Town Clerk on or before May 1st of that year, including the location of any additional attachers including the location of the pole(s) or conduit(s) to which the attacher's facilities are attached, and any attachers that have removed their attachments and/or any attachers that have added new attachments.

Town of Lee, New Hampshire *Select Board*

By: _____

Received and entered in the records of the Town of _____, New Hampshire at Book

_____ Page: _____, or file location _____

Date: _____ ATTEST: _____

Town Clerk

POLE LOCATION PLAN

EVERSOURCE and

Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE

DATE 07/14/2015

LICENSE NO. 65-0546

MUNICIPALITY: Lee

STATE HWY. DIV. NO. 6

STREET / ROAD: Hayes Road

STATE LICENSE NO. _____

PSNH OFFICE: Epping

WORK REQUEST# 2527161

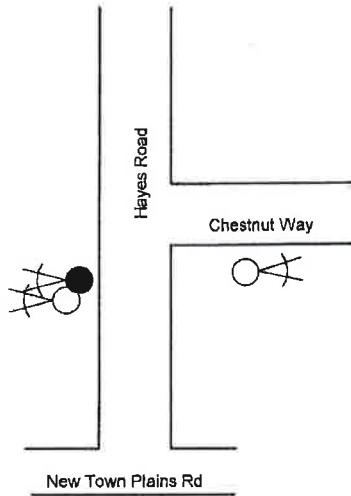
PSNH ENGINEER: Jim Osburn

WORK FINANCIAL # 9E520407

TELCO ENGINEER: Mike Mullen

TELCO PROJECT # _____

Pole Numbers		Pole Sz-CI	Eq BH	INSTALL		REMOVE		REF	100% LTS	J/O	100% TEL	Span	Dist. from:	Remarks	DOC REQ
LTS	TEL			POLE	PB	●	◐	⊗	⊠	∧	⋈				
303/10A		45/2												install JO pole/anc	M
303/10	153/3	45/2												inst/rmv JO pole/anc	





TOWN of LEE
 7 MAST RD, LEE, NH 03861
 (603) 659-5414
 Email: dduval@leenh.org

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

BOARD OF SELECTMEN
 _____ 08/17/2015 _____ **MEETING AGENDA REQUEST**
 (Meeting Date Requested)

Agenda Item Title: _____ Equitable Sharing Agreement and Certification _____

Requested By: _____ Chief Thomas C. Dronsfield, Jr. _____ **Date:** _____ 08/10/15 _____

Contact Information: _____ tdronsfield@leenhpolice.org or (603) 659-5866 _____

Presented By: _____ Chief Thomas C. Dronsfield, Jr. _____

Description: _____ Request to have the Equitable Sharing Agreement and Certification placed _____
 _____ on the Consent Agenda as the form is submitted electronically with _____
 _____ electronic signatures. _____

Financial Details: _____ No cost to the taxpayers. Annual financial paperwork requirement _____

Legal Authority _____ US Department of Justice Asset Forfeiture Program _____
(usually NH RSA or Town Ordinance/Policy):

Legal Opinion: _____

REQUESTED ACTION OR RECOMMENDATIONS:

_____ Place on Consent Agenda for Board approval _____



Equitable Sharing Agreement and Certification



OMB Number 1123-0011
Expires January 31, 2018

- Police Department
 Sheriff's Office
 Task Force (Complete Table A)
 Prosecutor's Office
 National Guard Counterdrug Unit
 Other

* Please fill each required field. Hover mouse over any fillable field for pop-up instructions. *

Agency Name: Lee Police Department

NCIC/ORI/Tracking Number: NH 00910000

Mailing Address: 20 George Bennett Road

City: Lee **State:** NH **Zip:** 03861

Finance Contact: First: Thomas Last: Dronsfield, Jr.

Phone: 603-659-5866 Email: tdronsfield@leenhpolice.org

Preparer: First: Robin Last: Estee

Same as Finance Contact Phone: 603-659-5866 Email: restee@leenhpolice.org

Last FY End Date: 06/30/2015 **Agency Current FY Budget:** \$608,919.82

- New Participant:** Read Equitable Sharing Agreement and sign Affidavit
 Existing Participant: Complete Annual Certification Report, read Equitable Sharing Agreement, and electronically sign Affidavit
 Amended Form: Revise Annual Certification Report, read Equitable Sharing Agreement, and electronically sign Affidavit

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Funds Balance (Must match Ending Balance from prior FY)	\$3,282.54	
2	Equitable Sharing Funds Received		
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (Complete Table B)		
4	Other Income	\$2,160.00	
5	Interest Income <input type="radio"/> Non-Interest Bearing <input checked="" type="radio"/> Interest Bearing	\$6.12	
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$5,448.66	
7	Equitable Sharing Funds Spent (total of lines a - n below)	\$5,320.48	
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$128.18	

¹ Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPI, USDA, DCIS, DSS, and FDA.

² Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP, AND USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations		
b	Training and education		
c	Law enforcement, public safety, and detention facilities		
d	Law enforcement equipment	\$5,320.48	
e	Joint law enforcement/public safety operations		
f	Contracting for services		
g	Law enforcement travel and per diem		
h	Law enforcement awards and memorials		
i	Drug, gang, and other education or awareness programs		
j	Matching grants (Complete Table C)		
k	Transfers to other participating law enforcement agencies (Complete Table D)		
l	Support of community-based programs (Complete Table E)		
m	Non-categorized expenditures (Complete Table F)		
n	Salaries (Complete Table G)		
		Total:	\$5,320.48

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

Table C: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table D: Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

Table E: Support of Community-based Programs

Recipient	Justice Funds	Treasury Funds
<input type="text"/>		

Table F: Expenditures not Categorized in (a) - (n) Above

Description	Justice Funds	Treasury Funds
<input type="text"/>		

Table G: Salaries

Salary Type	Justice Funds	Treasury Funds
<input type="radio"/> Overtime <input type="radio"/> Match for Federal Salary Grant <input type="radio"/> DARE/SRO Officer <input type="radio"/> Federal Task Force Replacement Officer		

Table H: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
<input type="text"/>	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other	<input type="text"/>

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.

By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted and signed electronically. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be electronically signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide)*.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a current and compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction as supplemented by requirements set forth in the current edition of the *Guide*, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits or reviews.

7. Freedom of Information Act. Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Guide* during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is compliant with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? Yes No

If you answered yes to the above question, complete Table H

Agency Head Electronic Signature

Name: Thomas C. Dronsfield, Jr. Title: Chief of Police
Email: tdronsfield@leenhpolice.org

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, including ensuring permissibility of expenditures and following all required procurement policies and procedures. Entry of the Agency Head name above also indicates his/her acceptance of and agreement to abide by requirements set forth in this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs. The Law Enforcement Head also certifies that no items on the Prohibited List, as detailed in "Recommendations Pursuant to Executive Order 13688", were purchased with equitable sharing funds after May 18, 2015.

Governing Body Head Electronic Signature

Name: Carol Dennis Title: Chairperson of the Board
Email: cdennis@leenh.org

To the best of my knowledge and belief, the agency's current fiscal year budget reported on this form is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Final Instructions:

Step 1: Click to save for your records
Step 2: Click to save in XML format

Step 3: Email the XML file to aca.submit@usdoj.gov

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 correct a definition contained in the Agreement,

NOW, THEREFORE, the parties mutually agree as follows:

Section 4.B of the Agreement is hereby amended to read as follows:

The Employee is considered to be Exempt under the Fair Labor Standards Act and is therefore not entitled to any overtime compensation.

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 DURHAM
8 NEWMARKET RD
DURHAM, NH 03824-2898
603/868-8064
www.ci.durham.nh.us

**ABUTTER'S LEGAL NOTICE OF MEETING
DURHAM ZONING BOARD OF ADJUSTMENT**

The Durham Zoning Board of Adjustment will meet on **Tuesday, August 11, 2015**, at 7:00 p.m. in the Council Chambers of the Durham Town Hall, Durham, NH to hear the following petition:

PUBLIC HEARING on a petition submitted by 277 Main Street LLC, Ralph Pavone, Lake Grove, New York for an **APPLICATION FOR VARIANCE** from Article XII, Section 175-53(B) of the Zoning Ordinance to combine two 2-bedroom units into a single 5-bedroom unit. The property involved is shown on Tax Map 9, Lot 8-2, is located at 277 Main Street, and is in the Office Research/Light Industry Zoning District.

Abutters to the properties are:

Town of Lee
Rose Realty LLC
Town of Durham
Harvey Woodward

Geoffrey N. Clark
GDP Rev Family Trust
State of New Hampshire

All Zoning Board of Adjustment meetings are open to the public and interested parties are encouraged to attend.

As an abutter, you are being notified by this certified mail of the aforementioned meeting and are invited to attend in person or by counsel or agent and state the reasons why the above request should or should not be granted.

The file is available for viewing at the Planning, Zoning & Assessing Office at the Durham Town Hall, Monday through Friday from 8 a.m. to 5 p.m.



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

August 18, 2015

Peter Macdonald
465 Packers Falls Road
Lee, NH 03861

RE: Veteran Resort Chapel, Map 12-3-03
Tax Exemption Application

Dear Mr. Macdonald:

After a review of the application dated April 13, 2015 for a tax exemption for the property at 101 Stepping Stones Road, the Select Board voted to deny the application for the following reason:

An organization may not claim multiple exemptions under separate provisions of RSA 72:23. The application which you submitted indicates a request for both a religious exemption under RSA 72:23 III and a charitable exemption under RSA 72:23 V.

The above notwithstanding, the Select Board further finds that you have failed to prove that the property is directly used, owned, and occupied for religious purposes and that the Veteran Resort Chapel is a regularly recognized and constituted denomination, creed or sect. Further, you have failed to prove that you qualify as a charitable organization pursuant to the four-part test established by *ElderTrust of Florida, Inc. v. Town of Epsom (NH Supreme Court No. 2005-706.)*

Please do not hesitate to contact me if you have any questions.

Sincerely,

Julie E. Glover
Town Administrator

Cc: file
Sharon Somers, DTC Lawyers PLLC

Memo

To: Julie Glover
Town Administrator
Town of Lee

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

Date: April 27, 2015

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

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

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

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

If there are any further questions, please let me know.

TITLE V TAXATION

CHAPTER 72 PERSONS AND PROPERTY LIABLE TO TAXATION

Property Taxes

Section 72:23

72:23 Real Estate and Personal Property Tax Exemption. – The following real estate and personal property shall, unless otherwise provided by statute, be exempt from taxation:

I. (a) Lands and the buildings and structures thereon and therein and the personal property owned by the state of New Hampshire or by a New Hampshire city, town, school district, or village district unless said real or personal property is used or occupied by other than the state or a city, town, school district, or village district under a lease or other agreement the terms of which provide for the payment of properly assessed real and personal property taxes by the party using or occupying said property. The exemption provided herein shall apply to any and all taxes against lands and the buildings and structures thereon and therein and the personal property owned by the state, cities, towns, school districts, and village districts, which have or may have accrued since March 31, 1975, and to any and all future taxes which, but for the exemption provided herein, would accrue against lands and buildings and structures thereon and therein and the personal property owned by the state, cities, towns, school districts, and village districts.

(b) All leases and other agreements, the terms of which provide for the use or occupation by others of real or personal property owned by the state or a city, town, school district, or village district, entered into after July 1, 1979, shall provide for the payment of properly assessed real and personal property taxes by the party using or occupying said property no later than the due date. This subparagraph shall not apply to leases of state-owned railroad properties which are subject to railroad taxes under the provisions of RSA 82 or which provide revenue to the state, a portion of which is distributed to cities and towns pursuant to RSA 228:69, I(a). All such leases and agreements shall include a provision that "failure of the lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor." All such leases and agreements entered into on or after January 1, 1994, shall clearly state the lessee's obligations regarding the payment of both current and potential real and personal property taxes, and shall also state whether the lessee has an obligation to pay real and personal property taxes on structures or improvements added by the lessee.

(c) If the lessee using or occupying the property fails to pay the duly assessed personal and real estate taxes on the due date, the tax collector of the taxing district involved shall notify the lessor that the same remains unpaid. Upon receipt of said notification from the tax collector, the lessor shall terminate said lease or agreement and pay over to the tax collector from amounts received from said lease such sums as are necessary to satisfy the tax due.

(d) The exemptions provided in subparagraph (a) shall apply to the lands and the buildings and structures thereon and therein and personal property owned by the university system of New Hampshire or the community college system of New Hampshire. The requirements of subparagraph (b) shall apply to all leases and other agreements entered into or renewed on or after April 1, 2006, the terms of which provide for the use or occupation by others of real or personal property owned by the university system of New Hampshire or the community college system of New Hampshire. The remedies set forth in subparagraph (c) shall be available to enforce the payment of real and personal property taxes assessed against the lessees of property owned by the university system of New Hampshire or the community college system of New Hampshire pursuant to this subparagraph.

II. Lands and buildings and personal property owned and used by any county for governmental purposes, including hospitals, court houses, registry buildings, and county correctional facilities except that county farms and their lands, buildings and taxable personal property shall be taxed.

III. Houses of public worship, parish houses, church parsonages occupied by their pastors, convents, monasteries,

buildings and the lands appertaining to them owned, used and occupied directly for religious training or for other religious purposes by any regularly recognized and constituted denomination, creed or sect, organized, incorporated or legally doing business in this state and the personal property used by them for the purposes for which they are established.

IV. The buildings and structures of schools, seminaries of learning, colleges, academies and universities organized, incorporated or legally doing business in this state and owned, used and occupied by them directly for the purposes for which they are established, including but not limited to the dormitories, dining rooms, kitchens, auditoriums, classrooms, infirmaries, administrative and utility rooms and buildings connected therewith, athletic fields and facilities and gymnasiums, boat houses and wharves belonging to them and used in connection therewith, and the land thereto appertaining but not including lands and buildings not used and occupied directly for the purposes for which they are organized or incorporated, and the personal property used by them directly for the purposes for which they are established, provided none of the income or profits are divided among the members or stockholders or used or appropriated for any other purpose than the purpose for which they are organized or established; provided further that if the value of the dormitories, dining rooms and kitchens shall exceed \$150,000, the value thereof in excess of said sum shall be taxable. A town at an annual town meeting or the governing body of a city may vote to increase the amount of the exemption upon dormitories, dining rooms and kitchens.

V. The buildings, lands and personal property of charitable organizations and societies organized, incorporated, or legally doing business in this state, owned, used and occupied by them directly for the purposes for which they are established, provided that none of the income or profits thereof is used for any other purpose than the purpose for which they are established.

V-a. The real estate and personal property owned by any organization described in paragraphs I, II, III, IV or V of this section and occupied and used by another organization described in said paragraphs, but only to the extent that such real estate and personal property would be exempt from taxation under said paragraphs if such property were owned by the organization occupying and using the property, as long as any rental fee and repairs, charged by the owner, are not in clear excess of fair rental value.

VI. Every charitable organization or society, except those religious and educational organizations and societies whose real estate is exempt under the provisions of paragraphs III and IV, shall annually before June 1 file with the municipality in which the property is located upon a form prescribed and provided by the board of tax and land appeals a statement of its financial condition for the preceding fiscal year and such other information as may be necessary to establish its status and eligibility for tax exemption.

VII. For the purposes of this section, the term "charitable" shall have the meaning set forth in RSA 72:23-*l*.

Source. 1913, 115:1. 1915, 150:1. 1921, 41:1. 1923, 70:1. PL 60:22. 1930, 4:1. 1941, 174:1. RL 73:24. 1945, 141:1. RSA 70:23. 1955, 157:1. 1957, 202:2. 1969, 113:1. 1973, 544:8. 1975, 482:1, 2. 1977, 568:8; 600:83. 1979, 182:1. 1988, 1:2; 89:11. 1991, 111:1; 306:3. 1993, 195:1. 1994, 378:1. 1999, 304:2. 2002, 190:7. 2003, 56:3. 2006, 205:2. 2011, 199:2, eff. Aug. 19, 2011; 224:361, eff. July 1, 2011.

The State of New Hampshire

List of Real Estate on which Exemption is Claimed

Pursuant to RSA 72:23-c

RECEIVED
APR 13 2015
TOWN OF LEE, NH
SELECTMAN'S OFFICE

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

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

Date: 4/13/15 Signed by: Peter Macdonald
NAME & TITLE

Name of applicant organization: Veteran Resort Chapel, Owner
(OWNER OF PROPERTY OR PRINCIPAL OCCUPANT - CIRCLE ONE OR BOTH)

Mailing address and telephone number: 101 Stepping Stone Road, Lee, NH 03861 603-659-6217

In what municipality is this exemption claimed? Lee

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

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

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

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

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

same as above Veteran Resort Chapel is a Church with a charitable mission to help Homeless
ADDRESS as military veterans
TELEPHONE NUMBER

State general purpose for which applicant is organized or incorporated: To provide ministry and solitude for homeless veterans in need of assistance with the ultimate goal of reintegrating them into society, if possible.

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

(a) What service of public good or welfare is provided? See answer to #6

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

(c) Is there a charge for this service? no If yes, explain _____

(d) For what purpose is any income used? to further the purposes of the organization

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

If so, give its generally recognized name Church of Gospel Ministry

9. State whether the applicant has been granted exemption from taxation by special act of the legislature since May 7, 1913. no
If so, give date. _____

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

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

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

Tax Map & Lot No.	Property Description	Primary Use and its extent or duration	Other Use and its extent or duration
12-03-0300	chapel and apartment on 11.21 acres of land (pending application to construct reading rooms)	Used to provide ministry and services for veterans in need of the same	None.

AMPLE:

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

The State of New Hampshire

CHARITABLE ORGANIZATION FINANCIAL STATEMENT

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

For Fiscal Year 1-1-14 to 12-31-14

1. In what municipality is this exemption claimed? Lee

2. Name of Organization or Society Veteran Resort Chapel

3. Name(s) and Address(es) of the Principal Officers:
Peter Macdonald, President, 101 Stepping Stone Road, Lee, NH 03861

Veteran Resort-Chapel is a church with God's mission to be a charity helping Homeless U.S. Military Veterans

4. Internal Revenue Service Identification Number: 35-2456265 (EID) 31954 (501(C)(3))

5. Date of Registration or Incorporation with the N.H. Secretary of State:

6. Attach financial statement or best evidence available of the organization's source of income and expenditures in the preceding fiscal year.

All 5 officers use their own money to help homeless us military veterans

7. If the organization or society files INTERNAL REVENUE SERVICE FORM 990, or other similar non-profit informational return, please enclose a copy.

990 will not be done until May 2015

(Treasurer, Signature: Peter Macdonald minister
or Principal Officer)

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

Veteran Resort Chapel
101 Stepping Stone Rd
Lee NH 03824 603-781-3839

RECEIVED
APR 14 2015
TOWN OF LEE, NH
SELECTMAN'S OFFICE

Town of Lee NH, Tax Assoser
Selectmen

This letter is concerning the Veteran Resort-Chapel (VRC) located at 101 Stepping Stone Rd Lee NH. The church is a non-profit 501©-3 registered with the Federal US Government ID # 31945. The VRC is also in good standing and registered with the corporation division as a non-profit chapel (Church) ID # 678141. The US internal Revenue Service ID # is 35-2456265 and is registered as a non-profit chapel to help homeless US Military Veterans with preference going to US Military Homeless Combat Veterans. The VRC is a religious non-profit business with the mission from God to help make the USA better by helping Homeless US Military Combat Veterans come home mentally as well as physically if at all possible. 100% of any money raised goes to helping Homeless veterans. We have applied for church tax status in the past and been denied. We once again apply and request (demand) that the tax status back dated to our first application and that all tax money paid by the VRC at 101 Stepping Stone Rd be returned. We also request that you inform Town of Lee employees and others representing the Town of Lee that we are a church (Religious organization) and that no more homeless members of our church will be evicted for what you describe as Town of Lee Zoning regulations. The Constitution is the Supreme Law that protects all citizens and our belief equally even if the Town of Lee does not recognize (our) VRC religion.

I Peter Macdonald found my God in 1972 or 73 during a Convoy as an American Advisor across Laos, Cambodia into the DMZ. We stopped at a friendly village in Cambodia or in the DMZ for the night. Three VC in the middle of the night took me from the Village to their campsite about a click into the bush. The youngest was ordered to walk the perimeter while the other two sat by the fire drank rice wine and hit, burned and laughed at me. With my total amnesia believed this was life was, so I accepted it. A few hours into the darkness the two fell asleep and I freed myself. I killed the VC on guard in hand to hand combat took my M-16 and ran toward the friendly village. A click or so into the way back I heard voices passing by. I wanted to light them up but my M-16 was not locked or loaded. I lay silent as each one passed hoping they would not see me. I looked up into the stars and for the first time that I remember asked God for help. I had total amnesia and the only reference to God I had was what I heard from many different Marine's according to their belief. This is the God that helps me Minister to other US Military Veterans that cannot find their way back and are homeless. I am not asking you to believe in my God. I am asking this committee to recognize this religious entity and allow us to continue our mission of helping homeless US Military Veterans find their way back. 101 Stepping Stone Rd is owned by the VRC and we have a church on the property that is allowed by the Lee Zoning ordinance Article (V) section © accessory use. We totally meet the criteria of all other property owners except for Article (V) section (A) line (4) singles out churches for a site review hearing first, that no other property owners are required to do. I also want to remind the committee of RSA

Peter Macdonald

165:5 telling each town that they are obligated to feed, cloth and house Homeless US Military Combat Veterans as we (VRC) are doing on our own.

President George Washington is quoted "How we treat today's veterans will determine how many of our children will defend our future".

The sheds that we the VRC is asking to build are 8'x16' buildings allowed by the Lee zoning ordinance and no other land owner would have to have site review hearing to build. There is no water or sewer. Each shed will be used as a workshop by our church members, which the VRC refers to as religious reading rooms. All other property owners in Lee are allowed to build workshop sheds on their property without site review approval.

The Church building exists and the church in the building is used every day. The town of Lee tax assessor came last year before denying our church and took many pictures of our chapel. The Lee Building Inspector has inspected the church building and in court the Occupy permit was given. This Church is derived from what we the US Military Combat Veteran learned, saw and lived in hostel enemy territory for which you that never served can understand. With God and Man's help our mission is to help Homeless US Military Veterans have a religious place to find themselves and attempt to come home from combat if at all possible. The VRC is open to the public and its mission is to make the nation USA a safer and better place but our (God's) purpose is to help homeless US Military Veterans with preference to Homeless US Military Combat Veterans with God and Man's help come home.

We the VRC and the Veterans Village NH are asking this board to recognize 101 Stepping Stone Rd properties as church non-profit charity property exempt from Lee Taxes and the continuous harassment and interference from the Lee Town employees and staff. Easter Seals did place a homeless Veteran Mr. Imbresica to the VRC property. Mr. Imbresica was living in his van and then the VRC bought and registered in the VRC name a mobile home for him to live in. The town of Lee used the courts and threat of heavy fines to have Mr. Imbresica evicted. The Veterans Administration did call and ask the VRC to let Mr. Peel live in his registered Winnebago on church property and the Town of Lee threatened and use force to have Mr. Peel evicted. Easter Seals did call and ask the VRC to allow Iraq Combat Veteran (name Dakota) living on the streets in February 2015 but the VRC had to refuse because of the Town of Lee's threats of court action. To Evict Homeless US Military Veterans in the cold of winter to live on the streets is wrong when our church has 11 acres of property that they can stay on. God placed us all on earth so we are asking you to recognize God's house of worship the VRC located at 101 Stepping Stone Rd. Any member of our church has the right to stay and talk to the God of their choice on the VRC property and the Town of Lee must recognize we are a church and as so abide by the Separation of Church and State

Thank You



Peter Macdonald Sgt USMC Semper Fi
Minister

101 Stepping Stone Rd
Lee NH 03824 603-781-3839

Page 2 of 5

State of New Hampshire

State of New Hampshire
Form NP 1 - Articles of Agreement 2 Page(s)

Form NP-1
RSA 292:2



one inch
accepted.

ARTICLES OF AGREEMENT OF A NEW HAMPSHIRE NONPROFIT CORPORATION

THE UNDERSIGNED, BEING PERSONS OF LAWFUL AGE, ASSOCIATE UNDER THE PROVISIONS OF THE NEW HAMPSHIRE REVISED STATUTES ANNOTATED, CHAPTER 292 BY THE FOLLOWING ARTICLES:

FIRST: The name of the corporation shall be Veteran Resort-Chapel

SECOND: The object for which this corporation is established is:

So U.S. military veterans mentally and physically challenged will have a place to live free of charge to attempt to come home. So all may express and practice their religious beliefs as they choose.

The object is a veteran helping US military veterans at no cost to the US military veteran

THIRD: The provisions for establishing membership and participation in the corporation are:

The Resort-Chapel is for U.S. military to live and adjust. The campsites is for US military veterans to have a place to camp as they attempt to bond with family and USA

FOURTH: The provisions for disposition of the corporate assets in the event of dissolution of the corporation including the prioritization of rights of shareholders and members to corporate assets are:

The property is held in life estate to the Veterans Resort-Chapel if for any reason the Veteran Resort-Chapel dissolves the property returns to the original owners the gave the property to the Veteran Resort Chapel ALL OTHER ASSETS ARE EQUALLY DISPERSED TO THE LEGAL REGISTERED LEADERS OF THE VETERAN RESORT-CHAPEL

FIFTH: The address at which the business of this corporation is to be carried on is 100 Stepping Stone Rd
100 Stepping Stone Rd Lee NH 03824

SIXTH: The amount of capital stock, if any, or the number of shares or membership certificates, if any, and provisions for retirement, reacquisition and redemption of those shares or certificates are:

There will be no capital stock
There will be no shares
membership is open to the public

SEVENTH: Provision eliminating or limiting the personal liability of a director, an officer or both, to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, an officer or both is (Note 1) LIABILITY INSURANCE NONE

AT THIS TIME

The Responsible Party in # one on the list below

EIGHTH: Signatures and post office address of each of the persons associating together to form the corporation: (Note 2)

Signature and Name

Post Office Address

1. Peter Macdonald
Signature

465 Packers falls Rd
Street

Peter Macdonald
Name (please print)

Lee NH 03824
City/Town State Zip

NONE →

2. James S. Macdonald
Signature

465 Packers Falls Rd
Street

James S. Macdonald
Name (please print)

Lee NH 03824
City/Town State Zip

NONE →

3. Tracy M. Ramsey
Signature

252 Oak Hill Rd
Street

Tracy M. Ramsey
Name (please print)

Barrington NH 03825
City/Town State Zip

NONE →

NONE →

4. Susan Macdonald
Signature

16 SPRING GARDEN
Street

Susan Macdonald
Name (please print)

BOSTON MA 02125
City/Town State Zip

NONE →

5. Lynne M. Macdonald
Signature

710 Calef Hwy.
Street

Lynne Macdonald
Name (please print)

Barrington NH 03825
City/Town State Zip

NONE BESIDE NAME MEANS NO PERSONAL LIABILITY.

Notes: 1. If no provision eliminating or limiting personal liability, insert "NONE".
2. At least five signatures are required.

DISCLAIMER: All documents filed with the Corporate Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fee and SIGNED ORIGINALS to: Corporate Division, Department of State, 107 North Main Street, Concord NH 03301-4989.

State of New Hampshire

Filed
Date Filed: 05/05/2014
Business ID: 678141
William M. Gardner
Secretary of State

recording fee: \$20.00
Use black print or type.

AFFIDAVIT OF AMENDMENT

Veteran Resort - Chapel (to) Veterans Village NH.
A NEW HAMPSHIRE NONPROFIT CORPORATION

I, [Signature], a duly authorized officer of the
(Note 1) of the above named New Hampshire nonprofit corporation, do hereby certify that a meeting was held on 4/22/14 in Lee NH (Note 2), for the purpose of amending the articles of agreement and the following amendment(s) were approved by a majority vote of the corporation's Trustees (Note 3)

The name Veteran Resort - Chapel will be changed on 1 MAY 2014 to VETERANS VILLAGE NH
NON-PROFIT BUSINESS ID # 678141
CK # 196 for \$25

A true record, attest: [Signature]
(Signature)

TITLE: President

Date signed: 29 APR 1 2014

2. Town/city and state.

3. Enter either "Board of Directors" or "Trustees".

State of New Hampshire
Form NP 3 - Affidavit of Amendment 1 Page(s)

Division become public records and will be available for



T1412705060

Street, 3rd Floor, Concord, NH 03301.

place of business.

TD BANK
America's Most Convenient Bank

54-7-114

08/03/2015

Lamprey River Watershed Association

PAY TO THE ORDER OF Town of Lee

\$ **500.00

Five hundred and 00/100*****

DOLLARS

Town of Lee
c/o Lee Conservation Commission
7 Mast Road
Lee, NH 03861


AUTHORIZED SIGNATURE

MEMO Grant 50%: Eradctn/Jpnse Knotweed, Rothwell Prop

⑈001890⑈ ⑆01140007⑆ 350616670⑈

Lamprey River Watershed Association

08/03/2015 Town of Lee

Grant @ 50%: Eradication of
Japanese Knotweed, Rothwell property

500.00

1010 LRAC Operating Grant 50%: Eradctn/Jpnse Knotweed, Rothwell Prop

500.00



John T. Beardmore
Commissioner

State of New Hampshire Department of Revenue Administration

109 Pleasant Street
PO Box 457, Concord, NH 03302-0457
Telephone 603-230-5005
www.nh.gov/revenue



Kathryn E. Skouteris
Assistant Commissioner

August 12, 2015

Judy Silva
NH Municipal Association
25 Triangle Park Drive
Concord, NH 03301

Dean Michener
NH School Boards Association
25 Triangle Park Drive #101
Concord, NH 03301

Mark Joyce
NH School Administrators Association
46 Donovan Street #3
Concord, NH 03301

Peggy Danis
NH Association of Counties
46 Donovan Street #2
Concord, NH 03301

Dear Ms. Silva, Mr. Michener, Mr. Joyce, and Ms. Danis,

The Department of Revenue Administration ("Department") has received inquiries from legislative leaders, local government elected officials and professional staff, as well as the organizations that represent them, concerning the potential impact of the current six-month Continuing Resolution ("CR") and the state's unresolved operating budget on the 2015 local property tax rate-setting process. The purpose of this letter is to address those concerns and to make clear that the Department expects to establish the 2015 property tax rates in a routine manner without any material impact from the ongoing budget discussions in Concord.

RSA 21-J:35 requires the Department to compute and establish the property tax rate of each political subdivision of the state. An important input for the Department's computation is the amount of estimated revenue to be distributed to cities, towns, and school districts by certain agencies of the State of New Hampshire for local aid programs ("State Aid"). These amounts

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

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

are normally established after the state's operating budget has passed and the funding level for the various State Aid programs is set for the full state fiscal year.

The CR provides state agencies with appropriations equal to half of their FY 2015 operating budget, as passed. The precise amount of State Aid to be distributed over the course of the full state fiscal year is usually more certain at this time of year. We have heard concerns that if State Aid estimates provided to the Department for property tax rate-setting are tied to the amounts contained in the six-month CR, it would cause local property taxes to increase or require local budgets to be reduced mid-year. The Department's assumption has been that the total estimated State Aid appropriations will be close to appropriations contained in the final Legislative budget, which is very close to the amounts appropriated last fiscal year, and will reflect the estimated distributions for the full state fiscal year. State Aid contained in the FY 2015 state operating budget was \$1.117 billion, remarkably close to the \$1.114 billion in the FY 2016 budget that did not become law.

I have discussed this issue with Governor Hassan, the presiding officers of the House and Senate, and both Finance Chairs. It is clear to me that policymakers share the expectation that regardless of how the state's operating budget is resolved, State Aid will be provided over the full fiscal year in an amount similar to the amounts noted above, and they do not expect discussions regarding the state's operating budget to disrupt the local property tax rate-setting process.

Over the coming weeks, Department staff will be communicating with their contacts in counties, cities, towns, and school districts to provide more detailed guidance on the information needed to set property tax rates. In the meantime, I hope you enjoy the rest of your summer, and please do not hesitate to contact me if I can be of any assistance to you or your member communities.

Sincerely,



John T. Beardmore
Commissioner

cc: Governor Margaret Wood Hassan
Senate President Chuck Morse
Senator Jeanie Forrester, Chair, Senate Finance Committee
Speaker Shawn Jasper
Rep. Neal Kurk, Chair, House Finance Committee