#### SELECT BOARD MEETING AGENDA

**DATE:** 6:00pm Monday, August 31, 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. Julie Glover, Town Administrator Durham/ReVision Energy's Solar Project in Lee (Land owned by Durham)

  Discuss Durham/ReVision Energy's proposal to enter into a \$1.00 Payment in Lieu of Taxes (PILOT) agreement with the Town of Lee with regards to their 640/504 grid-tied solar photovoltaic project to be located at the Packers Falls Gravel Pit in Lee.
- 4. Brian Hotz, VP for Land Conservation/Society for the Protection of NH Forests Goss Project Present the Forest Society's 227-acre Powder Major's Farm and Forest Project to the Select Board.
- 5. Randy Stevens, Highway Supervisor Little River Park Guardrail

  Present a quote for materials, lumber and equipment rental for installing the guardrail at Little River Park.
- 6. Roger Rice, Transfer Station Manager Waste Management Amendment

  Present the Board with the Lamprey River Coop Contract Amendment with Waste Management.
- 7. Carole Dennis, Selectwoman Chair Volunteer Recognition
  Discuss and implement a consistent way to recognize Town volunteers including those on Committees and Commissions, citizens, eagle scouts, etc.
- 8. Scott Bugbee, Selectman Boston Post Cane
  Discuss the language that should be written on the cane to be awarded to Harold Ward's family.
- 9. Julie Glover, Town Administrator Report
  - a. Radon Mitigation RFP Results
  - b. NHRS Issue Update
  - c. Pavilion RFP Result
  - d. Miscellaneous
- 10. Motion to accept the Consent Agenda as presented:

#### SIGNATURES REQUIRED

Quitolaim Deed for 4 Hills Acre New CD Account Forms 2015 MS-1 VFW Raffle Permit for Lee Fair

#### **INFORMATION ONLY**

Planning Board Public Hearing Notice

Conservation Commission Ltr to Garrity Road Residents re: Japanese knotweed

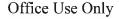
Strafford Metropolitan Planning Organization Notice of Meeting Eagle Scout Recognition

Cox Building Permit for an Agriculture Composting Facility
2 DES Requests to Provide Storm Water Inspection & Maintenance
Records

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 17th.
- 12. Motion to accept Manifest #4 and Weeks Payroll Ending August 30, 2015.
- 13. Miscellaneous/Unfinished Business
- 14. Adjournment

Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on August 28, 2015





Meeting Date: August 31, 2015

Agenda Item No. 3

## BOARD OF SELECTMEN MEETING AGENDA REQUEST 8/31/2015

Agenda Item Title: Durham/ReVision Energy's Solar Project in Lee (Land owned by Durham)

**Requested By:** 

Julie Glover, Town Administrator

Date: 8/27/2015

Contact Information: 603-659-5414

**Presented By:** 

Julie Glover

**Description:** 

Discuss Durham/ReVision Energy's proposal to enter into a \$1.00 Payment in Lieu of Taxes (PILOT) agreement with the Town of Lee with regards to their 640/504 gridtied solar photovoltaic project to be located at the Packers Falls Gravel Pit in Lee.

Financial Details: Estimated cost of construction \$2mil

Legal Authority NH RSA 72:74

Legal Opinion:

Enter a summary; attach copy of the actual opinion

### REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to schedule a public hearing relative to entering into a PILOT agreement with IGS for the proposed Solar Photovoltaic project to be constructed on Packers Falls Road in Lee; OR

Move to table, pending further review

## 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.

## TOWN OF LEE and IGS PAYMENT OF LIEU OF TAXES AGREEMENT

#### DRAFT 8/26/15

This agreement is entered into on this	day of, 2015 by and between the Town of Lee,
New Hampshire, of 7 Mast Road, Lee, NH 0	3861and IGS Solar of 6100 Emerald Parkway, Dublin, OH
43016 (hereinafter referred to as the "Taxpaye	er"), and in resolution of any and all tax disputes that may
exist, the parties agree as follows:	

WHEREAS; the Town of Durham, NH of 8 Newmarket Road, Durham, NH 03864 owns a 27.12 acre gravel pit located at 411 Packers Falls Road, Lee, New Hampshire and identified as tax map 15, lot 1, sub-lot 900. The property has been tax exempt per RSA 72:23, I (a);

WHEREAS; it is in the general interest of New Hampshire communities to support state initiatives focused on promoting renewable energy and energy efficiency and to advance the goals of energy sustainability, affordability and security;

WHEREAS; the Town of Durham, in pursuit of its own and the State of New Hampshire's sustainability goals, has entered into a lease agreement with IGS Solar of 6100 Emerald Parkway, Dublin, OH 43016 for the annual sum of \$1.00 (one U.S. dollar) to own and operate a "renewable generation facility" per RSA 72:73 and comprised of a 640 kW-dc photovoltaic "solar farm". 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.

WHEREAS; because the renewal generation facility is being constructed with the purpose of supporting the renewable energy needs of the Town of Durham in pursuit of its and the State of New Hampshire's sustainability efforts, the Town of Lee and the Taxpayer have concluded that it is in their respective best interests to enter into a payment in lieu of taxes for renewable generation facilities per RSA 72:74;

WHEREAS; the parties believe that such an agreement is fair, reasonable and will provide certainty with respect to the annual payments to be made by the Taxpayer and to be received by the Town of Lee; and

WHEREAS; if not for the payment in lieu of taxes arrangement the renewal generation facility would not be built and there would be no payment made to the Town of Lee;

WHEREAS; accordingly, the parties have reached an agreement to have the Taxpayer make an annual payment to the Town of Lee in lieu of taxation as is more particularly described below.

**NOW THEREFORE**, the Town of Lee and the Taxpayer, for good and sufficient consideration, the receipt of which is hereby acknowledged agree as follows:

- 1. The Taxpayer will make an annual payment to the Town of Lee in the amount of \$\_\_\_\_\_\_\_in lieu of taxation within thirty (30) days of April 1, 2016, and every April 1<sup>st</sup> thereafter, for so long as a Power Purchase Agreement (PPA) between the Town of Durham and IGS is in effect.
- 2. The property that is subject to this agreement is a 640+/- kW-dc photovoltaic "solar farm" Renewable Generation Facility which shall be located on the Town of Durham property for the use of the Town of Durham. The address of the "solar farm" is at 411 Packers Falls Road, Lee, New Hampshire and identified as Tax Map 15, Lot 1, Sub-Lot 900.

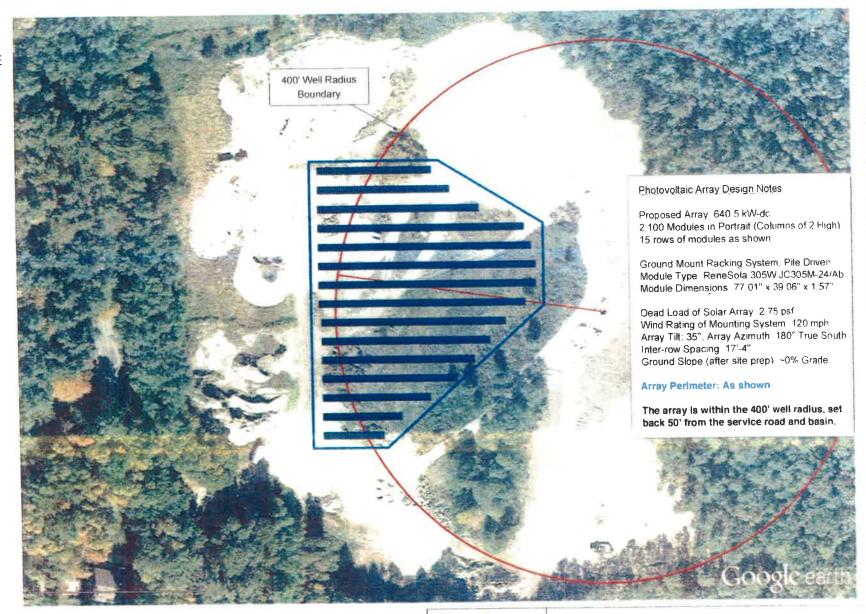
- It is the intent of the parties that the arrangement expressed in this agreement shall, unless terminated by either party, pursuant to the provisions of this agreement, continue for a minimum of twenty (20) years, covering the 2016 through 2036 tax years, with two additional five year extensions. At the end of seven (7) years, the Town of Durham shall have the right to purchase the renewable generation facility for its own use at which time the property reverts back to its tax exempt status per RSA 72:23, I

  (a). If the Town of Durham does not purchase the facility, the agreement between the Town of Lee and the taxpayer shall continue.
- 4. Notwithstanding the foregoing, either party may terminate this agreement by giving written notice of termination to the other party prior to April 1, 2036, or the last year of any extension of this agreement. Additionally, this agreement may be terminated by either party in the event that there is a change in New Hampshire or Federal Law that relates to the entitlement to a tax exemption. Any party terminating this agreement for reasons set forth in this paragraph shall give notice to the other party no later than April 1 of the year in which such termination is intended to take effect.
- 5. In the event of a breach of this agreement the non-breaching party shall be entitled to all remedies available at law and or in equity including the right of specific enforcement of this agreement.
- 6. The Town of Lee and the Taxpayer represent and warrant that pursuant to RSA 72:23-n, that each of them has authority to enter into this agreement and that all applicable laws, ordinances, rules and procedures have been met regarding the approval and execution of this agreement.
- 7. Any written notice required by this agreement shall be given in writing or by electronic means, with proof or acknowledgement of receipt required. Notice to the Town shall be sent to the Board Selectmen, Town of Lee, 7 Mast Road, Lee, NH 03861. Notice to the Taxpayer shall be sent to: IGS Solar of 6100 Emerald Parkway, Dublin, OH 430168.
- 9. This agreement shall be governed and interpreted under New Hampshire Law.

TOWN OF LEE BOARD OF SELECTMEN

DATED:	By: Duly Authorized
	IGS SOLAR
DATED:	By: Duly Authorized

S/RZ/S





142 Presumpscot Street Portland, MF 04103 640.5 kW Solar Photovoltaic System - Site Map

Durham Gravel Pit Packers Falls Rd, Lee NH

103

4/30/2015

DRAWN BY

1 of 1

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Bev



August 6th, 2015

Town of Durham 15 Newmarket Rd. Durham, NH 03824

Dear Town of Durham,

IGS Solar, a sister company to IGS Energy, was created to deliver solutions that allow customers to generate their own clean, renewable energy and play a vital role in creating a sustainable energy future. With flexible financing options and significant environmental benefits, we provide businesses, homes, and communities with innovative ways to capture the power of the sun.

Founded in 1989, IGS Energy is headquartered in Dublin, Ohio and has more than 500 employees company-wide. Together with our family of companies, we are located in 47 markets and 11 states and are proud to be family-owned and operated. We provide more than one million commercial, industrial, and residential customers nationwide with a diverse range of energy products and services. As a leading advocate for positive change in the energy industry, we believe that leveraging competitive energy markets and engaging the individual consumer are essential to energy future.

IGS generates approximately \$1 billion in annual revenues through our diversified portfolio of gas, electric, home services and alternative energy solutions. Excluding a traditional mortgage on its LEED Platinum certified headquarters; IGS has no long-term debt outstanding and has access to \$200 million revolving credit facility to support seasonal working requirements. IGS can currently consume the tax equity generated by the project and owns 100% of every solar project built to date.

Together, IGS Solar and ReVision have streamlined the process of finding and implementing the best solar solution for our customers. IGS Solar provides capital and diligent operational support, while ReVision builds the system and delivers operations and maintenance services for the duration of the contract. Our combined mission is to provide efficient power generation and responsible consumption through sustainable solar energy solutions. We are committed to helping businesses achieve their energy goals, while delivering the best service before, during, and after the system is installed.

Should there be any further specific questions about IGS Solar, please feel free to call myself or our Director of Finance J.R. Dehring at 614-659-5367.

Sincerely,

Patrick Smith Vice President, IGS Solar

Total Kind

614-659-5089



Concord, NH 03301 Tel. 603.224.9945 Fax 603.228.0423 info@forestsociety.org www.forestsociety.org

54 Portsmouth Street

## Powder Major's Farm and Forest Goss Property Madbury, Lee and Durham

**Project Structure:** The 227-acre Powder Major's Farm and Forest project is an ecologically rich, historic property used heavily by the public for a variety of outdoor recreational uses. The Forest Society will purchase (in fee) from three separate Goss family entities 195 acres of land in Madbury, Lee and Durham, NH as a new Reservation. The Forest Society will also purchase a 32-acre conservation easement on abutting land surrounding the historic home and barn being retained by the Goss family.

**Conservation Values:** The Property's natural resources are well known and documented in an inventory completed by UNH "An Inventory of Natural, Agricultural and Cultural Resources, with Recommendations for Future Stewardship on the Powder Major Farm, Durham, Lee and Madbury, 2011."

#### Water Resources:

- 28 acres of wetlands (several types)
- 5,100 +/- feet of frontage on the Oyster River
- 800 +/- feet of frontage along Dube Brook.
- Overlies an aquifer
- Oyster River is the drinking water source for Town of Durham and UNH.

#### Wildlife Habitat:

- 3 confirmed vernal pools
- 17 ac. Tier 1 habitat (best in State), 12 ac. Tier 2 (best in region) and 126 ac. Tier 3 (supporting habitat), according to the state's 2010 Wildlife Action Plan
- The New Hampshire Natural Heritage Bureau has documented two listed species on the property - Blanding's Turtles and American Eel, with 12 other occurrences of rare, threatened, or endangered wildlife within the Oyster River corridor.

#### Forest and Agricultural Resources:

- Forest is comprised of Appalachian-Oak-Pine and Hemlock-Hardwood-Pine forests
- 100 acres of its soils ranked as the highest suitability category (Group I) for forest products.
- 150 acres of the property's soils are classified as either prime, or state and locally important agricultural soils
- 30 acres in active agricultural use.

#### Scenic, Recreation and Conserved Lands

- 2,000 feet of frontage on NH Rte. 155
- 1,900 feet of frontage on Cherry Lane, a locally designated scenic road.
- The property abuts and enlarges other conservation lands including two town-owned conservation easements, and wraps around a newly acquired 87 ac. town property.
- Extensive trail system

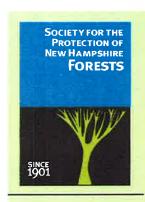
The property's 5,100 feet of Oyster River frontage and associated wetlands make it a critical parcel in the effort to conserve the river's water quality. The Oyster River is a tributary of the Piscataqua River and part of the Great Bay Estuary watershed. Its headwaters begin in southern Strafford County and the river runs east through the towns of Lee, Madbury and Durham where it meets the Great Bay. The Oyster River has been accepted into the NH DES' Rivers Management and Protection Program (RMPP) and is the drinking water source for Town of Durham and the University of New Hampshire.

The Oyster River corridor provides critical wildlife habitat to a wide variety of species that depend on the habitat connectivity provided by the river and large, unfragmented forest areas. The New Hampshire Fish and Game Department's Wildlife Action Plan indicates that the Oyster River corridor contains several Core Focus Areas and some of the highest quality habitat in New Hampshire. The Oyster River provides critical and diverse habitat for many freshwater and anadromous fish species. The New Hampshire Natural Heritage Bureau has documented 12 occurrences of rare, threatened, or endangered wildlife within the Oyster River corridor.

The Goss land has been a focus for discussions within the conservation community for many years. The property's protection could serve to be a catalyst for other adjacent lands to be conserved. The property is entirely within a focus area of The Nature Conservancy's Land Conservation Plan for New Hampshire's Coastal Watersheds and is part of a larger, 3-town greenbelt conservation initiative. It abuts and enlarges other conservation lands including two town-owned conservation easements, and wraps around a newly acquired 87 acre town property.

The Goss land is well known in the community and recognized for several historic resources. The land was once the "Planting Ground" of Moharimet, a Native American chief. It still contains the "Council Rock," a large boulder where Moharimet made peace with the early European settlers. Later the property was owned by the "Powder Major" John DeMerritt who played a crucial role in bringing gun powder to the battle of Bunker Hill during the revolutionary war. Today the land is used heavily by the public for recreation, including horseback riding, walking, fishing, hunting, snowmobiling, and wildlife viewing, and is transected by many trails which are all open to the public. The land abuts the Madbury Elementary School and the town's recreation fields, offering numerous opportunities for outdoor recreation and education.

Threat: If a conservation outcome cannot be achieved this land will be sold for development. A subdivision concept plan was recently (as of February 16, 2015) developed by Doucet Survey, Inc. which proposes a total of 76 residential lots. The property was appraised in April of 2015 indicating a value of \$2,000,000. The Forest Society and the Goss family have come to a verbal agreement and are now working on the written purchase and sales agreements for both the fee and easement lands. We anticipate the agreements to be signed before mid-July. The family has agreed to a fundraising contingency giving the Forest Society until October 1, 2016 to raise the necessary funds. A closing is set for December 15th, 2016.



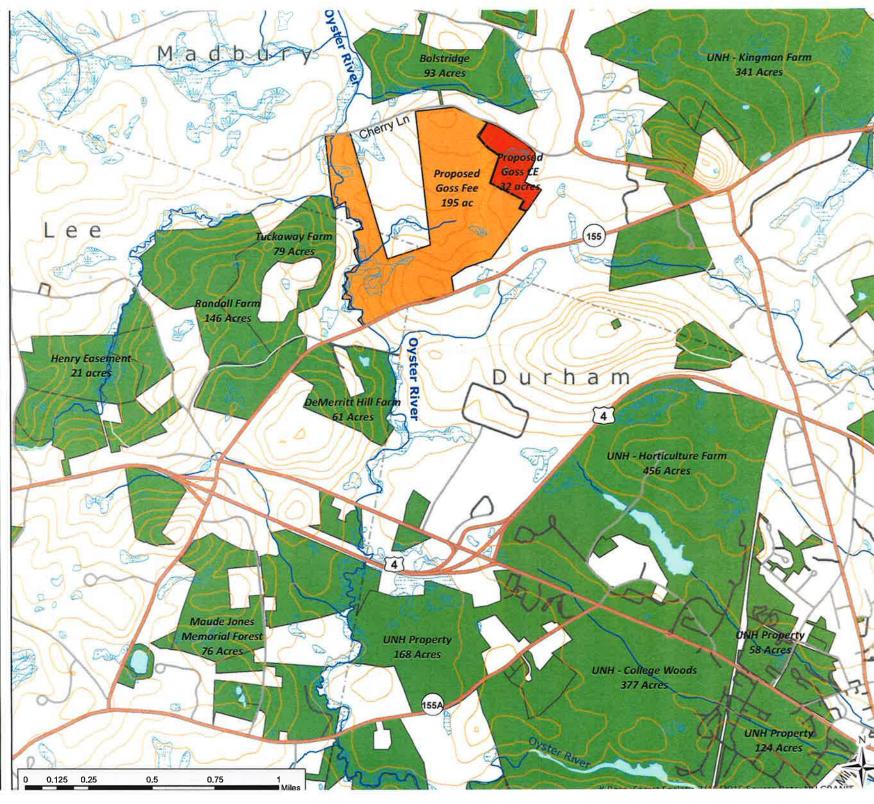
Fowder Major's
Farm & Forest
Goss Family
Lands - 227 ac
Madbury, Lee,
& Durham



Goss Easement Purchase

Conservation Lands







Office Use Only

Meeting Date: August 31, 2015

Agenda Item No. 5

# BOARD OF SELECTMEN MEETING AGENDA REQUEST 8/31/2015

Agenda Item Title: Little River Park - Guardrail

Requested By: Randy Stevens Date: 8/17/2015

Contact Information: 603-659-6515

Presented By: Randy Stevens, Highway Supervisor

**Description:** Present the Board with a quote for materials, lumber and equipment rental

for installing the guardrail at Little River Park.

Financial Details: Warrant Article 11-201, estimated cost to install \$3,000

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

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

#### REQUESTED ACTION OR RECOMMENDATIONS:

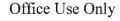
Motion: Move to grant the Highway Super	visor permission to purchase materials at
a cost not to exceed	and to install a guard rail along the
parking lot which abuts Little River Park.	

#### Material List for Potential Guardrail at LRP

Qty	Description	P	Price	Total	Vendor
2	packs used 6x8 guardrail post (40/pack)	\$	200.00	\$ 400.00	CWS Fence
10	6x8x24 pt post for rails (free delivery)	\$	147.00	\$ 1,470.00	A&B lumber
55	3/4 x14 timber bolts	\$	4.56	\$ 250.08	Fastenal
6	packs of 10 galvanized washers	\$	4.00	\$ 24.00	Fastenal
55	galvanized 3/4 nuts	\$	0.86	\$ 47.30	Fastenal
1	1 day rental 12inch Bobcat auger attachment	\$	165.00	\$ 165.00	Bobcat of NH
	Sub Total			\$ 2,356.38	
	10% contingency			\$ 235.64	
		Total		\$ 2,592.02	

Options - native white pine 4x10x18 14 pcs @30 ea = 420 -would need a few extra bolts due to extra joints and wood stain native white pine 6x8x18 14 pcs @36.00 = 504 + bolts and stain

picking up post in Andover, NH, picking up and returning rental auger in Epsom, grunt work, and installation to be provided by Lee Highway estimate assumes 6x8 post are 6 feet apart, one bolt to a post excpt ends where two bolts would be needed and a 6x8 single rail Note- one pack of post might do it, however, seeing as they are used post the assumtion is that there will be some that are not that good.





Meeting Date: August 31, 2015

Agenda Item No. 6

# BOARD OF SELECTMEN MEETING AGENDA REQUEST 8/31/2015

Agenda Item Title: Lamprey Regional Coop/ Waste Management Amendment

Requested By: Roger Rice Date: 8/27/2015

Contact Information: 603-659-2239

Presented By: Roger Rice, Transfer Station Manager

Description: Present the Board with the Lamprey River Coop/ Waste Management Contract Amendment for approval.

Financial Details: Estimated cost over ten years \$695,000 (based on 1,000 tons SMW/year)

Legal Authority NH RSA 53-A; 149-M; LRC Amended Agreement, dated 8/14/95; LRC & Waste Management Waste Disposal Agreement, dated 12/22/2006

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

#### **REQUESTED ACTION OR RECOMMENDATIONS:**

Motion: Move to authorize Roger Rice to execute the "joiner agreement" on behalf of the Town of Lee to accept the amendment to the Waste Disposal Agreement between the Lamprey River Coop and Waste Management, dated 8/21/15.

#### AMENDMENT ONE

#### WASTE DISPOSAL AGREEMENT

#### BETWEEN

WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.,
TURNKEY RECYCLING AND ENVIRONMENTAL ENTERPRISES, INC.
AND

#### LAMPREY REGIONAL COOPERATIVE

This Amendment One ("Amendment") dated this \_\_\_\_\_ day of August, 2015, is by and between Waste Management of New Hampshire, Inc. Turnkey Recycling and Environmental Enterprises ("TREE or Turnkey Landfill") and the Lamprey Regional Cooperative ("COOP").

*Whereas,* an Agreement was entered into the 22<sup>nd</sup> day of December, 2006 effective January 1, 2007 by and between TREE and the COOP; and

**Whereas,** based upon certain undertakings and agreements on the part of TREE and the COOP, subject to the terms of this AMENDMENT ONE, the parties do hereby agree to amend and extend the Agreement.

**Now, therefore,** for valuable consideration, the parties agree as follows:

- 1. Section 3. TERM is modified to extend to December 31, 2026 (10 years). Term is subject to early termination should landfill operations at TREE cease prior to the expiration date of this Agreement.
- 2. Disposal fees shall remain consistent with the current Agreement through December 31, 2016. Effective January 1, 2017 (start date of the extended term) Section 4, FEES and BILLING shall be modified to provide for a disposal fee of \$64.00 per ton for all acceptable "Waste Materials" delivered. Said fee shall escalate annually as outlined below and any reference to or use of the "CPI" to adjust the disposal fee shall be deleted in its entirety. All other provisions of Section 4 shall remain in full force and effect.

EFFECTIVE DATE	RATE
JANUARY 1, 2017	\$64.00
JANUARY 1, 2018	\$65.00
JANUARY 1, 2019	\$66.00
JANUARY 1, 2020	\$67.00
JANUARY 1, 2021	\$68.50
JANUARY 1, 2022	\$70.00
JANUARY 1, 2023	\$71.50
JANUARY 1, 2024	\$73.00
JANUARY 1, 2025	\$74.00
JANUARY 1, 2026	\$75.00

- 3. WMNH shall issue a cash incentive check in the amount of \$100,000 to the Coop on a date(s) specified by the Coop. If for any reason, the Agreement is terminated prior to June 30, 2024, the cash incentive shall be prorated over the 120-month term of this Agreement, and the Coop shall return to WMNH an amount equal to the prorated amount for the number of months that would have remained had the Agreement not been terminated.
- 4. WMNH agrees to receive segregated recyclable materials from any participating Coop member for the term of the Agreement. Service fees for processing and transportation of recyclables will be negotiated based on type and tonnage of material to be delivered. Agreements may be offered either to the Coop or directly to individual communities at the time of a request for quote.
- **5.** WMNH will offer a \$1.00 per ton credit to any participating community that also contracts WMNH to provide collection and or transportation services. WMNH will honor the roll-off transportation proposal submitted to member communities on June 4, 2014 until July 30, 2015.
- **6.** WMNH would agree to invoice individual participating communities directly at no additional cost should the Coop so desire.
- 7. All rates and terms subject to all current participating members continuing their participation and executing a "joinder" agreement acknowledging the revised Waste Disposal Agreement. Any District Member which is not currently participating in this Agreement may join at any time during the Agreement term under the same terms.

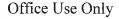
All other terms and conditions of the original Agreement will remain unchanged and in full force and effect except as specifically modified herein.

*In witness thereof,* the parties have caused this AMENDMENT ONE to be executed by their respective authorized officers or agents on the date set forth below.

LAMPREY REGIONAL COOP	WASTE MANAGEMENT OF NEW HAMPSHIRE INC.		
 Chairman	Chris DeSantis, President		
Date:	Date:		

#### JOINDER OF PARTICIPATING COMMUNITY TO WASTE DISPOSAL AGREEMENT

The undersigned members of the Board of S New Hampshire, on behalf of said Town, hereby joby and between the Lamprey Regional Cooperative New Hampshire, Inc. Turnkey Recycling and Envir December 22, 2006 (the "Agreement") as amended The Town hereby acknowledges and agrees to fully Community (as defined in the Agreement) under the including but not limited to the payment of disposal Materials" to TREE (as defined in the Agreement).	in in the (the "Conment on performs	at certain Waste Disposal Agreement COOP") and Waste Management of tal Enterprises ("TREE"), dated ("Amendment One"). m all obligations as a Participating and conditions of the Agreement,
DATED;	TOWN NEW	N OFHAMPSHIRE (the "Town")
Witness	By:	its duly authorized Selectman
Witness	By:	its duly authorized Selectman
Witness	By:	its duly authorized Selectman





Meeting Date: August 31, 2015

Agenda Item No. 9a

# BOARD OF SELECTMEN MEETING AGENDA REQUEST 8/31/2015

Agenda Item Title: Airborne Radon Mitigation RFP for Lee Library

Requested By: Lee Library Date: 7/6/2015

Contact Information: 603-659-5414

Presented By: Julie Glover, Town Administrator

**Description:** Review the results of the Radon Mitigation RFP that was conducted as a result of the Library's airborne radon results which indicated a level on the first floor of 8 pCi/L – EPA recommends taking action if the level is above 4.

Financial Details: Cost \$4,950

Legal Authority NH RSA 41:11-a, 35:1; 310-A:189-a

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

#### **REQUESTED ACTION OR RECOMMENDATIONS:**

Motion: Move to award the Airborne Radon Mitigation for the Lee Library to

McBride's Water Advantage, LLC; costs not to exceed \_\_\_\_\_\_ and to

be paid from the Building Maintenance Capital Reserve Fund; AND

Move to authorize the Town Administrator to contract with McBride's to perform testing and mitigation for all other Town-owned facilities and to utilize funds from the Building Maintenance Capital Reserve Fund.

#### Town of Lee

## **Public Library**

#### **Radon Mitigation Request for Proposals**

McBride's Water Advantage LLC
PO Box 805
1911 Dover Rd.
Epsom, NH 03234
Bill McBride
603-736-4470

\$4,950.00

DDES, LLC 345 North Ave. 2<sup>nd</sup> floor Wakefield, MA 01880 Ryan Fahey 978-278-3399 \$18,635.00

	McBrides	DDES
Phase 1 (front basement)		
seal cracks	х	
install sub-slab depressurization system	×	x
core point	1	2
Fan	outside	attic
Valves, gauges, drainage		X
Phase 2 (middle crawl space)		
place membrane over dirt	×	
seal to walls and posts	x	
install sub-membrane suction point	X	1
2"concrete cap tied into basement		X
Phase 3 (rear basement)		
seal cracks	x	
cover sump pit	x	
install sub-slab depressurization system	x	X
core point	1	2
Fan	outside	attic
Valves, gauges, drainage		X
3" PVC piping	х	X
2" PVC for exhaust		х
Final radon testing	×	
warranty parts and labor	1 yr	5 yr

#### PROPOSAL FORM

TOWN OF LEE, N.H.

#### Airborne Mitigation System

To the Town of Lee, New Hampshire, herein called the Owner:

The undersigned, as Bidder, herein referred to as singular and masculine declares as follows:

- 1. This proposal is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity and no officer, agent or employee of the Owner is directly or indirectly interested in this Proposal;
- 2. The undersigned has carefully examined the sites of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the undersigned has carefully read and examined the Proposal, Agreement, Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
- 3. The bidder will supply or perform all labor, services, material, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by this Request for Proposals in the manner and within the time therein set forth, and that the bidder will take in full payment, to wit:

1 /
In Figures \$_4950,00
In Words & Four thousand nine hundred +fifty dollars
Warranty/Guarantee
Exception: One year parts and labor.
Below 4 pc/L on the first II vable floor front + middle
Sections = first floor)(Rear section = basement) See
attached for further explanation.
All Proposals are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.
Date 8/20/15
Company Name: MCBrides Water Advantage, LLC
Print name: BIII MCBride
Title: President.
Signature Up 2 Col
Signature
Business Address: 1911 DOVER Rd. ERSOM NH 03234
Telephone (203-736-4470 Email: bill amcorideswater. com
The Bidder has received and acknowledged Addenda No through



McBride's Water Advantage, llc Scope of work for modifications under section III for the Town of Lee Public Library radon mitigation proposals.

Unless otherwise specified McBride's Water Advantage agrees with and will adhere to all other Scope of Work points.

#### Point #3

Exhaust pipe must vent above the eave of the roof at least ten feet away from windows, doors, and other openings or at least two feet above openings within ten feet. No rain caps.

#### Point #7

Perform post-mitigation radon test after system has been installed and in operation for at least 24 hours. System should achieve below 2 pCi/l but shall be below 4 pCi/l on the first livable levels as defined on page the proposal page of this contract.

#### Point #9

Provide minimum 1-yr warrantee on all labor and parts. Bidder agrees to adjust or modify the system to maintain a radon level below the levels established by the EPA as acceptable for one year (labor and parts) to the unmodified building.



#### Scope of work and technical explanation Lee Public Library Lee, NH

In order to achieve lower levels of Radon in air in the Lee Public Library, McBride's Water Advantage, llc will for purposes of this Scope of work, break the radon mitigation job down into three phases.

Phase one, Seal the cracks and install a sub-slab depressurization system in the front basement.

Phase two will require access under the middle section and place a membrane over the dirt, seal it to the walls and posts and installing a sub-membrane suction point.

Phase three will be to seal all visible cracks, cover the sump pit with an air tight cover in the rear building and install a sub-slab depressurization system.

Utilizing one core point in each building, also known as suction points, in the front and rear building (Phase one and three). The front building's suction Point will be placed in the middle of the slab utilizing the current but unused drain.

Phase two, will require access under the middle building where only a dirt crawl space exists, The dirt will need to be covered with a membrane and sealed to all walls and building supports in order for us to create a vacuum when we power-up.

McBride's will use 3 inch PVC piping for our all vertical and horizontal pipe inside and outside the buildings. A minimum of two Radon mitigation suction fans will be utilized and will be place outside of the building in the least obtrusive, out of sight place while following radon mitigation ASTM-2121 protocol. Once a Radon Mitigation Fan is



installed and turned on it will create a small vacuum under the slab and membrane and the radon levels of the building will start to fall.

Active Sub Slab Depressurization is defined as Active sub-slab suction: (also called the sub-slab depressurization, or SSD) is the most common and usually the most reliable system because it draws radon-filled air from beneath the Slab and vents it outside.

Sub-membrane depressurization (SMD) (active), n-a radon mitigation technique designed to achieve lower air pressure under a soil-gas-retarder membrane than above it. For example, a soil-gas-retarder membrane could be used to cover the soil found on a crawlspace floor. A radon fan installed in the radon system piping draws air from below the soil-gas-retarder membrane.

Final radon testing is included in this quote and will be preformed on the first and current livable floors to show the success of our efforts. (first floor in front and middle section, basement in rear section.

Bill McBride Certified Radon Measurement and Mitigation Provider.

## QUOTE



Protect your home and family, Test your Water and Air.

AUGUST 19, 2015

Po box 805 Epsom, NH 03234 603-736-4470 Bill@mcbrideswater.com

TO Lee Public Library Lee, NH

SALESPERSON	JOB	PAYMENT TERMS	INSTALLATION DATE
Bill McBride	Lee Public Library Lee, NH	50% down 50% upon completion	TDB

	UNIT PRICE	LINE TOTAL
Sub-slab radon mitigation system for the forward building	\$1200.00	\$1200.00
Sub-membrane mitigation system for the middle section over the crawl space	\$2000.00	\$2350.00
Sub-slab radon mitigation system for the back section	\$1400.00	\$1400.00
ob can be found in the attached scope of work and is part		160
E.	SUBTOTAL	\$4950.00
t e	_	
	-	\$4950.00
	Sub-membrane mitigation system for the middle section over the crawl space  Sub-slab radon mitigation system for the back section  ob can be found in the attached scope of work and is part	Sub-membrane mitigation system for the middle section over the crawl space  Sub-slab radon mitigation system for the back section  \$1400.00

Quotation prepared by: Bill McBride that we currently use on all of our jobs and c	Electrical if necessary will be billed separately by the electrician. MWA has an electrician an schedule him at the same time.
This is a quotation on the goods named, subje	ct to the conditions listed above.
To accept this quotation, sign here and return	



## **RP Series**



## **Radon Mitigation Fan**

All RadonAway® fans are specifically designed for radon mitigation. RP Series Fans provide superb performance, run ultra-quiet and are attractive. They are ideal for most sub-slab radon mitigation systems.

## **Features**

- Energy efficient
- Ultra-quiet operation
- Meets all electrical code requirements
- Water-hardened motorized impeller
- Seams sealed to inhibit radon leakage (RP140 & RP145 double snap sealed)
- ETL Listed for indoor or outdoor use
- Thermally protected motor
- · Rated for commercial and residential use

MODEL	P/N	FAN DUCT DIAMETER	WATTS	MAX. PRESSURE"WC	TYPICAL CFM vs. STATIC PRESSURE WC				
					0"	.5"	1.0"	1.5"	2.0"
RP140	23029-1	4"	15-21	0.8	135	70	<b>18</b>	166	÷
RP145	23030-1	4"	41-72	2.1	166	126	82	41	3
RP260	23032-1	6"	50-75	1.6	272	176	89	13	ě
RP265	23033-1	6**	91-129	2.3	334	247	176	116	52
RP380	28208	8"	95-152	2.3	497	353	220	130	38

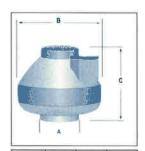


Made in USA with US and imported parts





All RadonAway inline radon fans are covered by our 5-year, hassle-free warranty



Model	Α	В	С
RP140	4.5"	9.7"	8.5"
RP145	4.5"	9.7"	8.5"
RP260	6"	11.75"	8.6"
RP265	6**	11.75"	8.6"
RP380	8"	13.41"	10.53"

**For Further Information Contact** 



August 20, 2015

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

**RE: Airborne Radon Mitigation** 

Dear Ms. Glover:

Decontamination Decommissioning and Environmental Services (DDES) LLC is please to present this proposal to provide professional services in support of the Airborne Mitigation at the Lee Public Library. The scope of work covered under this proposal is to effectively evaluate the subslab soils and communication, develop a radon mitigation plan, install a radon mitigation system and verify the effectiveness of the system through post installation testing.

The system design and installation for this scope of work comes as a result of a 48-hour test that was conducted by the Town of Lee that had results in excess of the Environmental Protection Agency's (EPA) acceptable limits of 2 pCi/L. The results indicated 8.1 pCi/L on the first floor of the facility and 24.6 pCi/L in the basement.

DDES will perform screening and analysis of sub-slab conditions to assess soil type and conditions, identification of vapor migration pathways, vacuum and pressures under the slab and the radius of influence of extraction based on various vacuum scenarios. We will adjust the following approach based on findings during this screening and analysis process.

Based on the current conditions and age of the facility, it is our belief that there are three (3) areas of the building that are contributing to the elevated levels of radon. The structure is comprised of two buildings that were pieced together. Two sections of the building have their own concrete foundations. There is also a section of the building where the two are attached that does not have a concrete floor that has the potential to be contributing to the increased levels of radon in the facility.

DDES, LLC proposes to install 2 individual sub-slab depressurization systems (SSD) to achieve the requested levels of <2 pCi/L. The following is the approximate location and installation information for the radon reduction systems:



## **References for Radon Air Mitigation**

Rachel Eames, Eames Realty Epsom NH office:603-736-9790

cell: 603-344-2276

Bob DeRose, Abbey Run Construction Deerfield NH office: 603-463-7194

cell: 603-608-2478

Tony LeMenager, Holderness School Holderness NH office:603-254-8909



List of major materials to be used for the Lee Library Radon mitigation project.

- 1.) Approximately 100 feet of three inch foam core PVC pipe
- 2.) Two radon mitigation fans by Radon Away. The fan model numbers will be RP145 or RP265.
- 3.) Dura-Skrim 6WB radon barrier high strength polyethylene film.
- 4.) NuFlex 446 vapor barrier sealant adhesive.
- 5.) Stego Term Bar used for attaching radon barrier to walls.

Project to be completed September 21,22, 23 2015.

Nathan Hastings will be the contact supervisor for the job. He can be reached at 603-608-6885



Location	Device	Vacuum Points	Details
Basement-Newer Building	RadonAway HS5000	2	High suction fan to overcome poor soil communication
Basement- Older Building & Crawl Space	RadonAway HS5000	4	High suction fan to overcome poor soil communication

#### **Summary of Work**

DDES will install two (2) high suction systems for the Town of Lee Library. Each system will be equipped with a RadonAway Model HS5000 fan. Each of the foundations will have 2 extraction points based on the basement layout and lally columns that will be cause for poor soils communication. The open soil floor that connects the two structures will have one extraction point that will be installed along with a 2 inch concrete cap and tied into the older foundations system. This cap will allow for the radon to be contained and vented out through the mitigation system.

Each system will be installed in the attic and plumed to the extraction points using 3-inch schedule 40 PVC piping. The floor penetrations will be sealed at grade so as to minimize tripping hazards. The penetrations will extend a minimum of 12 inches below the concrete floor. Each system will be installed with appropriate valves, gauges and drainage points. A single exhaust will be installed per system. The exhaust will be 2-inch diameter PVC piping. Each of the roof penetrations will be installed with a flange and water tight. The exterior piping will be installed at least two feet above the roof line and 10 feet from any windows or air exchanges. All final discharge locations will meet all appropriate building codes as well as ANSI/AARST standards. DDES will also maintain compliance with all applicable federal, state, and local regulations.

Upon award DDES shall inform the Town of Lee to the location of all extraction points, fans and roof penetrations and make any adjustments deemed necessary. As part of this scope of work DDES shall provide a 5 year warranty on all labor and parts associated with this mitigation system. DDES also will stand behind the system to keep the operational levels of radon below 2 pCi/L for the life of the facility.



DDES anticipates that this scope of work will take the total of two working weeks to complete. The first week of the project will involve testing and planning, while the second week will involve the installation, testing and verification of the mitigation system.

The supervisor for this scope of work will be Ryan Fahey, the Director of Operations at DDES.

This proposal does not cover any cost associated with the disposal of hazardous waste generated during the installation of the mitigation system.

On our staff we have certifications by Board of Certified Safety Professionals and the American Board of Industrial Hygiene combined with more than two decades of environmental experience will assure that site activities and installation are performed to the full extent necessary.

Our mission is to provide our clients with creative solutions that solve complex problems using our professional experience combined with leading edge technologies to minimize wastes and impact on the environment. We look forward to working with the Town of Lee under this scope of work.

Requested and Authorized By: Town of Lee, NH	Offered and Agreed to By: DDES, LLC.		
Ву:	By: Ryan Fahey		
Title:	Title: <u>Director of Operations</u>		
Date:	Date: <u>August 20, 2015</u>		

#### PROPOSAL FORM

TOWN OF LEE, N.H.

#### **Airborne Mitigation System**

To the Town of Lee, New Hampshire, herein called the Owner:

The undersigned, as Bidder, herein referred to as singular and masculine declares as follows:

- 1. This proposal is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity and no officer, agent or employee of the Owner is directly or indirectly interested in this Proposal;
- 2. The undersigned has carefully examined the sites of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the undersigned has carefully read and examined the Proposal, Agreement, Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
- 3. The bidder will supply or perform all labor, services, material, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by this Request for Proposals in the manner and within the time therein set forth, and that the bidder will take in full payment, to wit:

In Figures \$_18,635.00
In Words \$eighteen thousand six hundred and thirty five dollars
Warranty/Guarantee  Exception: DDES will warranty the system for parts and labor for the period of five years. DDES will guarantee the operational level of the system to remain below 2 pCi/L for the life of the library facility.
All Proposals are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.
Date 8/19/15
Company Name:DDES, LLC
Print name: Ryan Fahey
Title: Director of Operations
Signature
Business Address: 345 North Avenue Wakefield, MA 01880
Telephone: 978-278-3399 Email: rfahey@ddesllc.com
The Bidder has received and acknowledged Addenda No. through N/A

#### INSTALLATION OF RADON MITIGATION SYSTEM

#### Town of Lee, NH

#### REFERENCES FORM

Bidders Name: DDES, LLC	
Bidders Address: 345 North Ave 2nd Floor	
Wakefield, MA 01880	
Bidder must provide references for similar type	pe projects performed within the past three year
Attach additional pages if necessary.	
,	
Reference: Norton Residence	Contact: Matthew Norton
Address: 52 Sandborn St	Phone: 978-844-0565
Reading, MA 01847	Fax:
Description and date of Project: Installation of	radon mitigation system. 7/2014
4" PVC System, Sub Slab w/French Drain, Radon Away 6" fan s	
Reference: Strube, Inc.	Contact: Brian Trostle
Address: 629 West Market Street	Phone: 717-426-1906
Marietta, PA 17547	Fax:
Description and date of Project: Radon Monit	toring for various warehouses
11/2010-6/2014	
Reference: Strube, Inc.	Contact: Brian Trostle
Address: 629 West Market Street	Phone: 717-426-1906
Marietta, PA 17547	Fax:
Description and date of Project: Radon and rad	lium mittigation and decontamination throughout
5 aircraft component warehouses in Pennsylvania.	
Reference: Perkin Elmer Life Sciences	Contact: Bob Clement
Address: 331 Trebble Cove Road	Phone: 617-210-7309
Billerica, MA 01862	Fax: 617-210-7359
Description and date of Project: Installation of Fla	
to radioactive materias (Sr-90). Sheet metal fabrication, filtration	
HIGE ADDITIONAL DACECTE NECECCADY	

**USE ADDITIONAL PAGES IF NECESSARY** 





#### HS5000 Radon Fan w/ Power Cord

Item # 23004-3

**Description -** HS fans offer a proven solution for tough radon mitigation jobs, providing up to 25 times the suction of inline tube fans to deal with sand, tight soil or clay sub-slab material.

Quantity Price Discounts apply at 5.

Pricing will update when added to Shopping Cart.

RadonAway is a B2B business only. You must be an approved RadonAway customer to purchase product through this website. If you are an existing RadonAway customer and need a website login, <u>clici here</u>. If you are a professional and would like to become a RadonAway customer, <u>click here</u>.

## echnical Specifications:

#### atures:

- Internal condensate bypass
- Mounts vertically indoors or outdoors
- Inlet: 3.0" PVC/Outlet: 2.0" PVC
- Weight: 18 lbs.
- Size: 15"W x 13"H x 8"D
- One-year limited warranty (3-year option available)

#### don Fan Model Selection Guidelines:

noice of model is dependent on building characteristics and should be made by a radon professional.)

- HS2000 High suction and high flow for large areas such as schools and commercial buildings
- **HS3000** Single family homes with very tight sub-slab material
- HS5000 For extremely tight sub-slab material or where the number of holes is restricted; also usef for high altitudes

#### ditional Fan Information:

- <u>Downloadable Fan Installation Instructions</u> (PDF format)
- Calculate your estimated annual electrical cost.

Model	P/N	Watts	Max Pressure "WC	0"	10"	15"	20"	25"	35"
HS2000	23004-1	150-270	18	110	72	40	₩;	: : : : : : : : : : : : : : : : : : :	-
<u>HS3000</u>	23004-2	105-195	27	40	33	29	24	18	i Learning
<u>HS5000</u>	23004-3	180-320	50	53	47	42	38	34	24

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#### Town of Lee

Lee Public Library
Airborne Radon Mitigation
Request for Proposals

You are cordially invited to submit a Proposal for Airborne Radon Mitigation in accordance with the attached specifications, terms and conditions. Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

Proposals must be submitted to the Town Administrator, Town Hall, 7 Mast Road, Lee, NH 03861 no later than Aug. 20, 2015 at 10:00 a.m. in order to be considered. Any proposals received after specified date and time will not be considered.

There will be a MANDATORY pre-bid on-site meeting at 10:00 a.m., August 11, 2015. Please meet in front of the Public Library, 9 Mast Road Lee, NH.

Questions should be directed to Julie Glover, Town Administrator = 603-659-5414 or townadministrator@leenh.org.

The Town of Lee reserves the right to select or reject any proposal that it deems to be in the best interest to accomplish the project specified. The Town reserves the right to discontinue the selection process at any time prior to the awarding of a contract. The Town reserves the right to waive defects and informalities of the proposals.

#### I. INTRODUCTION

The Town of Lee, New Hampshire is requesting proposals for the design and installation of an Airborne Radon Mitigation System for the Lee Public Library. A 48-hr. test was conducted recently and the results indicated a level of 8.1 pCi/L on the first floor and 24.6 pCi/L in the basement (Attachment A.) It is anticipated that a sub-slab depressurization system (SSD) will be installed. If any bidder feels that a different methodology is more appropriate and or cost-efficient, he must provide full justification and details on the system proposed.

The gross square footage of the Library (including the basement) is approx. 4,892.

Work must be performed in accordance with the American Society for Testing and Materials, ASTM, Standard Practice for Installing Radon Mitigation Systems in Existing Low-Rise Residential Buildings, E2121.

#### II. GENERAL REQUIREMENTS

- 1. Bidders must respond in writing to all requirements of this Request for Proposal. Any additional information or tasks that are felt to be relevant by the responding firm should be included together with the submittal requirements. Responses may be delivered or mailed to the address indicated.
- 2. The bidder is expected to examine carefully the site of the proposed work, this information and contract forms before submitting a proposal. The submission of a proposal shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the contract. It will be conclusive evidence that the bidder has also investigated and is satisfied with the sources of supply for all materials.

- 3. The intent of this Proposal is to provide for the complete installation in every detail of the work required. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the terms of the Contract. The Contractor shall be required to conform to the intent of the work required and specifications. No extra claims shall be allowed for portions of the work not specifically addressed in the specifications but required to produce a whole and complete project, such work will be considered subsidiary to the bid items.
- 4. Upon commencement of work, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public, and other property at the site or adjacent thereto.
- 5. Before final acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, barricades and signs. All parts of the work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the bidder shall clean-up all sites and storage grounds. The items prescribed herein will not be paid for separately, but shall be paid for as part of the total contract price.
- 6. The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

#### III. SCOPE OF WORK

- 1.1 DESCRIPTION It is not the intent of the items listed below to provide all details, specifications, etc. or to specify exact methodology. It is required that all workmanship be the best available, conform to all relevant codes, and meet or exceed typical industry standards.
  - 1. Conduct diagnostic testing to determine the source and direction of air movement.
  - 2. Appropriately seal sump pits, major cracks, holes, etc. Install one suction point in basement floor. Remove dirt and gravel as required for proper air movement. Use hydraulic cement to seal around PVC pipe installed in basement. Pipes should be fastened to the structure of the building every 6' on horizontal runs and 8' on vertical runs. Pipe routes shall not be done in a manner that compromises the structural integrity of joists or wood members or fire rated assemblies. Piping must be installed to avoid vibration transfer to wood framing.
  - 3. Exhaust pipe must vent above the highest eave of the roof and at least ten feet away from windows, doors, and other openings. No rain caps.
  - 4. Locate the exhaust fan (60 cfm) in an unoccupied space, i.e. attic. Electrical connection to be performed by a licensed electrician. Locate disconnect within 4' of fan.
  - 5. Install visual vacuum monitor in an easily accessible location.
  - 6. Clearly label system. Provide complete owner's operations manual, which includes filter replacement schedule and at least one replacement filter
  - 7. Perform post-mitigation radon test after system has been in operation for at least 24 hours. System should achieve levels below 2 pCi/L.
  - 8. Proposals must include a cost for all labor, materials and other items (general conditions, contingency, etc.) Any possible exclusions or extra charge items must be specified within the proposal. All applicable building codes must be adhered to and while Town of Lee permits are required, there will be no charge for same.
  - 9. Provide minimum 5-yr warranty on all labor and parts. Bidder agrees to adjust or modify the system to maintain a radon level below the levels established by the EPA as acceptable for the

life of the building. If there are to be any exceptions to this, bidders must clearly state this on the proposal form.

#### 1.2 WORK RESTRICTIONS

- 1. In accordance with NH RSA 310-A:189-a, I. (a) Any person engaged in the design or installation of airborne radon mitigation devices in New Hampshire shall hold a current certification from either the National Radon Proficiency Program offered by the American Association of Radon Scientists and Technologists, Inc., or the National Radon Safety Board.
- 2. As it is preferred that disruption to the public be kept to a minimum, work should be scheduled between 7:00 a.m. and noon, Monday Friday. The Library's regular operating hours are: Mon Wed. noon 8 p.m., Thurs. & Fri. 10 a.m. 5 p.m. Sat. 10 a.m. 3 p.m. (Sept.-June) Saturday 9 a.m. noon (July & Aug)
- 3. Work areas will be cleaned at the end of each workday.
- 4. Lead Safe Practices must be followed.

#### 1.3 PROJECT MANAGEMENT AND COORDINATION

1. Conduct progress meetings with Owner at Project site as needed.

#### IV. SUBMITTAL REQUIREMENTS (any missing items could result in rejection of the proposal)

- 1. Provide a complete description of the work to be performed
- 2. Provide a list of major materials to be used, including manufacturer/make/model.
- 3. Submit a cost proposal on the form included, to include all labor, materials and any other charges.
- 4. Submit an estimated time for completing the scope of work.
- 5. Provide contact information on any subcontractors that will be utilized and their intended scope of work.
- 6. Include the name of the supervisor who will be assigned to work on this project.
- 7. Include at least three references, including recent contact names and phone number information.
- 8. Please be sure to include an authorized signature. Said signature, indicates receipt of, familiarity with and understanding of, and acceptance of the specifications provided, except as otherwise noted by the respondent.
- 9. Provide warranty information.

#### V. SELECTION

1. Vendor selection shall be based on possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, project understanding, approach, ability to comply with proposed or required time of completion or performance, and possession of a satisfactory record of performance, as well as cost.

### PROPOSAL FORM TOWN OF LEE, N.H. Little River Park Pavilion



To the Town of Lee, New Hampshire, herein called the Owner:

The undersigned, as Bidder, herein referred to as singular and masculine declares as follows:

- 1. All interested in the Proposal as Principals are named herein.
- 2. This proposal is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
- 3. No officer, agent or employee of the Owner is directly or indirectly interested in this Proposal.
- 4. The undersigned has carefully examined the sites of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this Proposal, and the undersigned has carefully read and examined the Proposal, Agreement, Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
- 5. The bidder will supply or perform all labor, services, material, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the bidder will take in full payment therefore the following item prices, to wit:

#### Include a proposed project completion schedule with your proposal.

		<u>QTY</u>	<u>Unit</u>	Unit Price/Total Price
1.	General Conditions	1	LS	\$ //, 220 Total Price in Figures
2.	Site Work	1	LS	\$ 8,800 Total Price in Figures
3.	Concrete	1	LS	\$ 6,000 Total Price in Figures
4.	Wood	1	LS	\$ 28,900 °E  Total Price in Figures
5.	Metal Roof	1	LS	\$ 14,000 D Total Price in Figures

6. Staining 1 LS \$ 3,600 °C
Total Price in Figures
Award of Bid will be based on the Total of Items 1 through 6.
In Figures \$ 74520°
In Words \$ SEVENTY FOUR THOUSAND FINE HUNDRED TWENTY
Add Alternate:
Additional cost to provide a concrete slab.
\$ 20,16000
Total Price in Figures
To Bidder: It is the intention of this contract that the items listed above describe completely and thoroughly the entirety of the work as described in the specifications. All other items required to accomplish the above items are considered to be subsidiary work, unless shown as a pay item. The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the Contract Documents, the bidder will accept compensation as stipulated therein.
Date AUGUST 27,2015
Company Name: ExCEL CONST. MGMT.
Print name: MICHAEL TODD
Title: PAMCLEAU
Muhael Todo Signature
Business Address: 60 DEENTRESS LV.
Town, State, Zip Code: NEWFIELDS. NH 03856
Telephone: 603 - 778 - 7415
Email: mike @ buildwithexcel.com
The Bidder has received and acknowledged Addenda No through NONE

All Proposals are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/24/2015

\$50,000

\$250

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificate holder in lieu of such	endorsement(s).			
PRODUCER		CONTACT Sara Hartshorn		
THE ROWLEY AGENCY INC.		PHONE (A/C, No, Ext): (603) 224-2562	FAX (A/C, No): (603) 22	24-8012
139 Loudon Road		E-MAIL ADDRESS: shartshorn@rowleyagency.co		
P.O. Box 511		INSURER(S) AFFORDING COVERAGE		NAIC#
Concord Ni	03302-0511	INSURER A: Firemen's Ins Co of Wash.	DC	21784
INSURED		INSURER B Acadia Insurance Company		31325
Excel Construction Management, LLC		INSURER C:		
60 Deertrees Lane		INSURER D :		
		INSURER E :		
Newfields NF	03856	INSURER F :		
COVERAGES	CERTIFICATE NUMBER:15-16 All	REVISION NU	MBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS				
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,				
EXCLUSIONS AND CONDITIONS OF	F SUCH POLICIES: LIMITS SHOWN MAY HAV	E BEEN REDUCED BY PAID CLAIMS:		

ADDL SUBR TYPE OF INSURANCE LIMITS POLICY NUMBER COMMERCIAL GENERAL LIABILITY Х 1,000,000 EACH OCCURRENCE \$ DAMAGE TO RENTED CLAIMS-MADE X OCCUR 250,000 A PREMISES (Ea occurrence) \$ CLA0109232-23 7/1/2015 7/1/2016 5,000

MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY S 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ POLICY X PRO-JECT 2,000,000 LOC PRODUCTS - COMP/OP AGG \$ OTHER \$ COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** \$ 1,000,000 BODILY INJURY (Per person) \$ ANY AUTO A ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED CLA0109232-23 7/1/2015 7/1/2016 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE X х HIRED AUTOS **AUTOS** (Per accident) \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ 1,000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE В \$ 1,000,000 X RETENTIONS CUA0109234-22 7/1/2015 7/1/2016 DED \$ WORKERS COMPENSATION 3A States: NH, MA, ME X STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT 100,000 N N/A (Mandatory in NH) WCA0120232-24 7/1/2015 7/1/2016 E.L. DISEASE - EA EMPLOYEE \$ 100,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: INFORMATIONAL PURPOSES, ONLY...Covering operations of the Named Insured during the policy period.

7/1/2015

7/1/2016

LIMIT

DEDUCTIBLE

CIM0123534-21

CERTIFICATE HOLDER	CANCELLATION		
SAMPLE CERTIFICATE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
	AUTHORIZED REPRESENTATIVE		
	Sara Hartshorn/SBH Sara Daitskom		

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В

Leased/Rented Equipment

### Town of Hampton



Dyana M. Martin, ELRL Director of Larks and Recreation

The Excel Construction Management Company completed a garage project for the Hampton Recreation and Parks Department this past year. The owner, Mike Todd, along with all of his employees and subcontractors, were very easy to work with, very professional, very dependable and punctual. The job was completed on time, within the budget and Mike continued to keep me in the loop throughout the completion of the project. This garage is a huge addition to the park and our department. The garage sits in the parking lot of one of our busiest play areas where thousands of residents and guests see it. The garage is aesthetically pleasing to the eye and very well constructed. Excel Construction did not let me down, the job came out excellent. I would recommend Excel Construction to anyone in the Seacoast area.

Sincerely,

Dyana Martin

Jupa Martin

Great Bay Stewards 89 Depot Rd Greenland, NH 03840 Phone: (603) 778-0015 Fax: (603) 778-7398



Email: info@greatbaystewards.org Website: www.greatbaystewards.org



Supporting education, research & conservation on Great Bay

January 14, 2014

New Hampshire Fish and Game worked with Excel Construction Management to build an outdoor pavilion at the Great Bay Discovery Center in Greenland, N.H. The Great Bay Discovery Center is the education center for the Great Bay National Estuarine Research Reserve, and more than 7,000 school children and 10,000 casual visitors come to the Discovery Center each year to participate in field trip programs or to walk the site. Our site includes three buildings, a boardwalk, a boat launch, and several other features designed for visitors to walk our grounds and connect to nature.

When we began to consider building a covered pavilion at our site, we wanted it to look and feel like a complement to our programs. Mike Todd from Excel immediately understood the look that we wanted and designed a pavilion that fit in beautifully with our existing buildings, and complements the overarching aesthetic of our campus. The company was tremendously patient in working within the constraints of a state agency and our non-profit friends group, and they helped us come up with a project that is beautiful, functional, and within our budget. They completed the work quickly and neatly and were sensitive to programs that were being held during the construction period.

Working with Excel felt like working with a partner that was committed to our mission of hosting visitors and students at our environmental center. On behalf of the Great Bay Stewards, the official non-profit support organization for the Great Bay National Estuarine Research Reserve, I would highly recommend working with Excel Construction, and would enthusiastically work with them again in the future.

Sincerely,

ack O'Reilly

President, Great Bay Stewards

#### Harvey-Mitchell Memorial Library

151 Main Street Epping, New Hampshire 03042 603-679-5944

19 August 2011

To whom it may concern:

The Board of Trustees of the Harvey-Mitchell Memorial Library is happy to provide a reference for the library restroom renovation completed in June of 2011 by the Excel Construction Management LLC. Between May 26 and June 24, 2011, Excel completed the renovation of one bathroom to meet ADA requirements for accessibility. The work was negotiated and completed professionally, on schedule, and within budget.

The renovation necessitated that our children's department be closed for the duration of the work. Therefore timely completion of the project was critical, especially since a large fund raiser was planned for the children's department on the weekend following the target completion date. We were pleased that we were able to proceed with our plans and are happy with the finished work.

Sincerely,

nan natt

Nan Nutt

Chairman, Library Board of Trustees

cc: Dean Shankle, Epping Town Administrator



October 31, 2008

Todd Kent Special Projects Director Seacoast Science Center 570 Ocean Blvd. Rye, NH. 03870-2104 603-436-8043

Re: Excel Construction Management

To Whom It May Concern:

This letter serves as a reference for Excel Construction Management and its owner, Michael Todd.

In 2006, Excel Construction management was retained to build an addition onto the Seacoast Science Center totaling about 1,800 sq ft. Michael Todd and I worked closely together on all aspects of design, planning, budgeting, scheduling, building, and finishing this expansion of the Seacoast Science Center.

We found the entire project was a huge success. Michael Todd's whole team was extremely professional, knowledgeable and courteous. Everyone at Excel construction management made the whole project run much smoother than we could have ever imagined before.

Excel Construction Management was even there at the end making sure every detail on our punch list was taken care of in a timely and professional manor. We were able to finish on-time and within our projected budget.

We would recommend anyone looking for a construction management firm to give serious consideration to Excel Construction Management.

Sincerely:

Todd Kent

#### References:

Great Bay Camping Store Route 108 Newfields, NH Larry & Pat Edgerly 778-9443 Architect; Annino Assoc. 508-643-4551

Stratham Tire Projects
Brentwood, NH
Somersworth, NH
Newfields, NH
Lionel Labonte
603-679-2232
Architect; Annino Assoc.

Raspberries Salon & Day Spa Jeff & Kelly Dillion 10 Chestnut Hill Road Rochester, NH Jeff cell 234-5405 Architect; Annino Assoc.

Seacoast Science Center Odiorne Point Rye; NH Jim Chase 436-8043 ext 22 Architect; Black River Architects

Lahey Clinic Hospital Inc. 1 Essex Center Drive Peabody, MA 01960 Mr. Robert Butler 978-538-4163

Town of Kingston, NH 148 Main St. Kingston, NH 03848 Rich St. Hilaire 603-765-4371 East Kingston Library Trustees Ted Lloyd; Trustee 603-479-7073 Architect: Annino Assoc. 508-643-4551

Gandolfo's New York Deli 48 Portsmouth Ave Exeter, NH 03833 Dick Warren 978-375-7086

Pecks Gourmet to Go Joseph Crugnali Naked Restaurants 238 Bedford St. Lexington, MA 02420 781-862-0338

The Kane Company 210 Commerce Way Portsmouth, NH Mr. Thomas Levigne 603-430-4000

Black River Architects, Inc. 1640 Massachusetts Ave. Cambridge, MA 02138 Mr. Arch Horst 617-661-3007

State of New Hampshire NH Parks Thomas Mansfield, Architect Concord, NH 603-271-2606 ext 425 The Wilder Companies 800 Boylston Street Suite 1300 Boston, MA 02199 Game Stop @ The Loop Zoots @ The Loop Kelli Burke 617-247-9200

Sylvan Learning Center 8349 W. Radcliff Road Hardinsburg, IN 47125 Glenda Daugherty 812-472-3512

Weare Public Library 10 Paige Memorial Ln. Weare, NH 03281 Structural Floor Repairs Christine Hague, Director 603-529-2044

Hopkinton School District SAU 66 204 Maple St. Contoocook, NH 03229 Ms. Valerie Aubry 603-746-5186 ext. 256

Town of Epping Harvey-Mitchell Memorial Library 151 Main Street Epping, NH 03042-2440 603-679-5944

Annino Associates Doug Annino, AIA 125 No. Washington St. No. Attleboro, MA 02760 Ph 508-643-4551

York County Community College Nancy Drouin, Director of Finance and Administration 112 College Drive Wells, ME 04090 Ph 207-216-4434 DSH Design Group 233 Needham Street Suite 300 Newton, MA 02464 Davood Shahin 617-454-1230

Norwood Dialysis 101 Access Road Norwood, MA 02062 Doug Annino, AIA 508-643-4551

Beach View Inn 101 Ocean Boulevard Hampton Beach, NH 03842 Exterior Facades Chuck Bellemore 603-494-4659

C.N. Carley Associates 72 North Main St. Concord, NH 03301 Chris Carley 603-228-3815

NHTI Concord's Community College 31 College Dr. Concord, NH 03301 Michael Therrien, Facilities 603-271-2415

Town of Derry Fire Dept. Battalion Chief Michael Doyle Island Pond Fire Station 603-432-6121

Harriman Associates Mark Lee, Architect 46 Harriman Drive Auburn, ME 04210 Ph 207-784-5100 Port Lighting Todd Gerrish 24 London Ln., Seabrook, NH Ph 603-474-2110

Tower Hill Veterinary Clinic 179 Old Candia Rd. Auburn, NH 03032 Dr. Amy Bright 603-289-4872

Portland Housing Authority Mr. Mark Dromgoole Director of Modernization 117 Anderson St. Portland, ME 04101 207-774-0226

Atomic Fireworks Mr. Steve Carbone 287 Lafayette Rd. Seabrook, NH 03874 603-474-1900

Hampton Recreation Dept. Ms. Dyana Martin 100 Winnacunnett Rd. Hampton, NH 03842 603-929-5920

Mountain View Community Carroll County Commissioners Bob Murray, Supt. Of Facilities 93 Water V illage Rd. Ossipee, NH 03864 603-297-4431 Metal Spinners Dana Munick 60 Winter St. Malden, MA 02148 781-321-0366

Central Park Veterinary Clinic 252 Route 108 Somersworth, NH 03878 Dr. Matthew Robbins 603-742-1203

Pennichuck East Utilities Mr. John Boisvert, PE Chief Engineer P O Box 1947 Merrimack, NH 03054-1947 603-913-2328

Sherman Plaza Mr. Otto Weiss Waypoint KLA 75 Otis St. Medford, MA. 20155 617-959-4194

Great Bay Discovery Center Ms. Cory Riley State of NH Fish & Game Dept. 225 Main St. Durham, NH 03824 603-868-1095

Town of Sandown Police Dept. 460 Main St. Sandown, NH 03873 Chief Joseph Gordon 603-887-3887

#### **Custom Residential:**

John & Cheryl Grella Hampton, NH 03842 603-926-1052

Ken & Janet Smaldone Exeter, NH 03833 617-650-1170

Leo & Lisa Poisson Stratham, NH 03885 603-778-3198

Heidi & Mark Spencer Exeter, NH 03833 603-770-0860 Heidi cell 978-587-7656 Mark cell Lionel Labonte Newmarket, NH 03857 603-679-2232

Jeff & Diane Paquette Durham, NH 03824 603-659-2032

Jim & Arlene Walker North Hampton, NH 03862 603-964-5982

#### Credit Application Trade References

A.H. Harris: 255 West Road, Portsmouth NH; Bruce Rolston	603-436-3833
Middleton Lumber: Lafayette Rd., Hampton, NH; Debbie	603-926-7626
Hennigar Door: Sharon St., Malden MA; Bob Hennigar or Betty	781-397-2229
Harvey Industries; West Rd. Portsmouth, NH;	603-433-0900
Exeter Lumber; Portsmouth Ave. Exeter, NH; Rick Gregoire	603-772-5933
Kamco Supply; PO Box 2489 Woburn, MA;	781-938-0909
Casella Waste Services; 53 Pelham Rd. Salem, NH; Tim Wright	978-817-3371
Hammond Lumber; Riverside St. Portland, ME; Dan Hammond	207-771-8880
Eldredge Lumber; York / Portland ME; Matt Mcgrail	207-891-6103
Northern Building Systems; Uxbridge, MA; Bob Fisette	888-562-9990
Redi-Mix Companies; Manchester, NH; Pete Hebert	603-296-6520
Sherwin Williams Co. Portsmouth Ave. Stratham NH;	603-772-6602
Aggregate Industries; 1715 Broadway, Saugus,MA	781-941-7200
F.W. Webb Companies; Continental Dr, Exeter NH; Dan	603-772-1143
National Lumber; Maple St. Mansfield, MA	508-339-8020
Quality Insulation; PO Box 534451 Atlanta GA; Jeff Wilson	603-436-7788

#### MANUFACTURED HOUSING QUITCLAIM DEED

NOW COMES the Town of Lee, Board of Selectmen of 7 Mast Road, Lee, New Hampshire in the County of Strafford, and State of New Hampshire for consideration paid, grant to Robert Hancock, a single person, of 14 Hills Acres Park, Lee, County of Strafford, and State of New Hampshire, with quitclaim covenants, the following premises:

One (1) 1970 Newport mobile home, size 12' x 60', serial number 3079, color gray, along with oil tank, skirting, additions, and whatever furniture is located therein, presently situated at Hills Acres Park, No. 14, Snell Road, Lee, Strafford County, New Hampshire.

Meaning and intending to convey the same premises conveyed to the grantors by tax deed of Tax Collector Linda Reinhold, intended to be recorded immediately prior to the recording of the instant Quitclaim Deed.

Also, meaning and intending to convey the same premises conveyed to Michael S. Alarie by Manufactured Housing Warranty Deed of Edward A. and Roberta Terry Brown, dated December 12, 1997 and recorded in the Strafford County Registry of Deeds at Book 1972, Page 0600.

The tract of the parcel land upon which the Manufactured Housing Deed is situated is owned by Edward Kelley and Mary Kelley as Trustees of the E and M Kelly Family Revocable Trust of 2010, u/t/d August 31, 2010 by deed dated August 28, 2012 and recorded at Book 4051, Page 0873 in the Strafford County Registry of Deeds. By execution below, Edward Kelley and Mary Kelley as Trustees of the E and M Kelly Family Revocable Trust of 2010 hereby consent to the above conveyance.

Dated this	_ day of August, 2015.	
		TOWN OF LEE BOARD OF SELECTMEN
		Carole Dennis
		Scott Bugbee
STATE OF NEV	V HAMPSHIRE SS.	John LaCourse
	going instrument was ack Dennis, Scott Bugbee and	nowledged before me this day of August, I John LaCourse.
Before m	ae,	
		Notary Public/Justice of the Peace
		My commission expires:
Trust, owner of	and Mary Kelley as Truston the tract of land upon whit to the conveyance of the	ees of the E and M Kelly Family Revocable ich the subject manufactured housing is situated manufactured housing.
Date:		
		Edward Kelley and Mary Kelley as Trustees of the E and M Kelly Family Revocable Trust
STATE OF NEV	W HAMPSHIRE , SS.	
	going instrument was ack , 20 by Edward mily Revocable Trust.	nowledged before me this day of Kelley and Mary Kelley as Trustees of the E
Before n	ne,	
	·	Notary Public/Justice of the Peace My commission expires:

### TAX COLLECTOR'S DEED

#### KNOWN ALL MEN BY THESE PRESENTS

That I, Linda R. Reinhold, Tax Collector for the Town of LEE, in the County of STRAFFORD and the State of New Hampshire, for the year 2012 by the authority in me vested by the laws of the State, and in consideration of \$277.76 to me paid by the Town of LEE, located at TAX COLLECTOR'S OFFICE, 7 MAST ROAD, LEE, NH 03861, do hereby sell and convey to the Town of LEE, a certain tract or parcel of land situated in the Town of LEE, New Hampshire aforesaid, taxed by the Selectmen/Assessors in 2012 to:

#### ALARIE, MICHAEL S

and described in the invoice books as:

Map Lot Sublot 000001 000001 000014

#### **Located At 14 HILLS ACRES**

Consisting of 0.000 Acres of Land, Including Any Buildings Thereon, as Recorded at the Registry of Deeds in Book 4123, Page 043.

The deed is the result of the tax lien execution held at the Tax Collector's Office in the above stated Town, in the State of New Hampshire on 04/29/2013, to have and to hold said Premises, with the appurtenances, to said Town's successors/heirs and assigns forever. And I hereby covenant with said Town, that in making this conveyance I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in manner aforesaid.

In witness whereof, I have hereunto set my hand and seal, the 28th day of August in the year of our Lord 2015

> LEE Tax Collector

State of New Hampshire, County of STRAFFORD, On <u>August</u> 28, 2015 Linda R. Reinhold, the above named, personally appearing and acknowledged the foregoing

instrument to be his/her voluntary act and deed. Before me

Linda h. Reinhold
Rueluel M Olane, Notary / J.P.
My Commission expires: 7/13/2016

#### **AGREEMENT**

NOW COMES, the parties, Town of Lee, with a primary place of business at 7 Mast Road, Lee, Strafford County, New Hampshire and Robert Hancock, 4 Hills Acres. Lee, Strafford County, New Hampshire and do recite and agree as follows:

WHEREAS, Mr. Hancock purchased the mobile home located in the Hills Acres Mobile Home Park, Unit 4 (the "Property") from one Michael Alarie, sometime during the year 2002; and,

WHEREAS, Mr. Alarie failed, refused or neglected to record any deed or memorandum of sale at the Strafford County Registry of Deeds; and,

WHEREAS, no report was ever filed with the Town of Lee indicating the transfer of title to Mr. Hancock; and,

WHEREAS, Mr. Alarie admits, in connection with certain schedules filed in connection with his Chapter 7 Bankruptcy, U.S. Bankruptcy Court, District of New Hampshire Docket No. 11-13634-JMP that he did sell the Property to Mr. Hancock, even though title may remain in Mr. Alaria's name; and,

WHEREAS, Mr. Hancock paid property taxes for several years on the Property; and,

WHEREAS, Mr. Hancock paid lot rent for the Property for the entirety of his residency at the Property; and,

WHEREAS, unaware that title had transferred to Mr. Hancock, the Town of Lee provided certain notices of impending lien and notices of intent to tax deed to Mr. Alarie rather than to Mr. Hancock; and,

WHEREAS, Mr. Hancock is aware and received notices about the said liens and impending tax deeds, notwithstanding the fact that they were addressed to Mr. Alaria; and.

WHEREAS, as of January 12, 2015, an outstanding tax liability of \$7,489.87 is outstanding and due on the Property; and,

WHEREAS, both the Town of Lee and Mr. Hancock have attempted to contact Mr. Alarie so as to secure a deed to the Property; and,

WHERERAS, Mr. Alarie has failed, refused or neglected to respond to any such requests; and,

WHEREAS, the Property is due to be tax deeded; and,

WHEREAS, the Selectmen have been authorized to dispose of tax deeded property as justice may require; and,

WHEREAS, the Town and Mr. Hancock seek an amicable resolution of the matter such that the Town receives an equitable payment of its ad valorem taxes, and Mr. Hancock obtains the best title possible to the property at 4 Hills Acres; and,

WHEREAS, the Selectmen have determined that the disposition of the Property as set forth herein is in the interest of justice.

#### NOW, THEREFORE, the parties agree as follows:

- 1. The parties agree that the Town of Lee will tax deed the Property, then immediately deed same back to Mr. Hancock so long as the following procedures are followed and discharged.
- 2. The parties agree that the Selectmen will abate all taxes due and owing as of January 12, 2015 to \$5,000.
- 3. Within 30 days of the date of the execution of this Agreement, Mr. Hancock shall pay \$5,000 to counsel for the Town of Lee to hold in trust.
- 4. Following execution of this Agreement, the Town of Lee shall tax deed the Property in its usual fashion.
- 5. Following the recording of the tax deed, the Town of Lee shall execute, and Mr. Hancock shall be responsible to record, a quitclaim deed from the Town of Lee conveying the Property to Mr. Hancock.
- 6. Following the delivery of the deed from the Town of Lee to Mr. Hancock, counsel for the Town of Lee shall release the \$5,000 held in trust to the Town of Lee.
- 7. In connection herewith, Mr. Hancock acknowledges and agrees that the Town of Lee is conveying the Property via quitclaim deed to Mr. Hancock, but is making no representations, warranties or assurances, as to the fitness, quality or defensibility of title. Specifically, and without limitation, the Town of Lee notes that the normal notices of tax lien and the notice of impending tax deeds were sent to Mr. Alarie at various addresses. In executing this Agreement and fulfilling the obligations hereunder, the Town of Lee makes no assurances as to title, and Mr. Hancock specifically agrees and waives any and all rights against the Town of Lee with respect to any title issues. Notwithstanding the foregoing, and while not waiving same, the Town of Lee shall comply with its normal duties under RSA 91-A to provide documentation upon request to the extent Mr. Hancock experiences any title issues in order to assist Mr. Hancock in any title resolution endeavor he so chooses.

TOWN OF LEE	
BOARD OF SELECTMEN	į

By: Carole Dennis, Selectman
By: Sout Bugbee, Selectman
By: John/LaCourse, Selectman
By: Robert Hancock

IN WITNESS WHEREOF, I/we have signed these Certified Resolutions on the	day of	, 20 .
---	--------	--------

#### SIGNING INSTRUCTIONS

- A Business Owned by Only One Person: If the Depositor is owned by only one person, this document must be signed by the owner. In the case of
  a corporation that is owned by only one shareholder, this document must be signed by the president of the corporation.
- Partnership: If the Depositor is a partnership, this document must be signed by all of the general partners of the Depositor. This includes a
  business owned jointly by a husband and wife.
- Limited Liability Company: If the Depositor is a limited liability company with more than one member, this document must be signed by each of the
  members of the Depositor. If the Depositor is operated by one or more manager(s), this document may be signed by each of the managers rather
  than the member(s).
- Limited Liability Partnership: If the Depositor is a limited liability partnership with more than one partner, this document must be signed by each of
  the partners of the Depositor. If the Depositor is operated by one or more manager(s), this document may be signed by each of the managers,
  rather than the partner(s).
- Corporation Owned by More than One Shareholder: If the Depositor is a corporation that is owned by more than one shareholder, this document
  must be signed by the president of the corporation. If the president of the corporation is also an Authorized Signer (listed above), at least one
  additional person must also sign this document.
- Corporation Owned by One Shareholder: If the Depositor is a corporation that is owned by one shareholder, this document must be signed by the
  president.
- Other Entity: If the Depositor is an entity not listed above, this document must be signed by a person or persons authorized by the governing body
  of the Depositor to do so. If one of the persons signing this document is also an Authorized Signer (listed above), at least one additional person
  must also sign this document.

IF ANY PERSON SIGNS THIS DOCUMENT OUTSIDE OF THE PRESENCE OF A PEOPLE'S UNITED BANK REPRESENTATIVE, THAT PERSON'S SIGNATURE MUST BE NOTARIZED.

Signature  Swith W Bugbee  Printed Name  Title  Signature of People's United Bank Witness  Printed Name of People's United Bank Witness	Notary Acknowledgement (Notary is needed only if form is not signed before a People's United employee) State of
	Notary Public, State of

Branch: 0000431 Employee ID: 93158 Date: 02/17/2015

Signature  Printed Name  Title  Signature of People's United Bank Witness  Printed Name of People's United Bank Witness	Notary Acknowledgement (Notary is needed only if form is not signed before a People's United employee)  State of
	rvotary r ubito, state or
Signature  John R Lacours  Printed Name  Title  Signature of People's United Bank Witness  Printed Name of People's United Bank Witness	Notary Acknowledgement (Notary is needed only if form is not signed before a People's United employee) State of
Signature  Carolo T Denni)  Printed Name  Title  Signature of People's United Bank Witness  Printed Name of People's United Bank Witness	Notary Acknowledgement (Notary is needed only if form is not signed before a People's United employee)  State of

Branch: 0000431

### Form W-9

(Rev. August 2013) Department of the Treasury Internal Revenue Service

#### Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

		ne (as shown on your income tax return)												
		wn of Lee		_	_									
2	Business name/disregarded entity name, if different from above													
Print or type Specific Instructions on page	-					Ev	ompti	onn	(see i	octru	otions	\	_	
on p		Check appropriate box for federal tax classification:							(see ii	istruc	Suons	).		
Suns	Individual/sole proprietor     C Corporation     S Corporation   Partnership   Trust/estate								Exempt payee code (if any) 3					
cti 🛠	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶								rom F.	•	-			
Print or type Instructions	-		-		_		de (if				,	3		
P. i		Other (see instructions) ▶												
ij	Add	dress (number, street, and apt. or suite no.)	Request						option	al)				
bec	7 N	flast Rd	People's Savings				K, N.	Α.						
ω CO	1 1	, state, and ZIP code	P.O. Bo											
See	Lee	e NH 03861	Bridgep	ort,	СТ	0660	1-70	04						
		account number(s) here (optional)												
176	000	002298568											_	
Par		Taxpayer Identification Number (TIN)					101							
Enter	your	TIN in the appropriate box. The TIN provided must match the name given on the "Name	" line	Soc	ial s	ecuri	y nur	nbe	r	_			_	
		ackup withholding. For individuals, this is your social security number (SSN). However, fo ien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other					_		1 -					
		is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>												
TIN or	n pag	ge 3.	ŕ									_		
		e account is in more than one name, see the chart on page 4 for guidelines on whose	Į	Emp	oloy	er ide	ntifica	ation	n num	ber	_	_		
numb	er to	enter.		0	2	-	) 3	، ا	0 B	3	3	6		
					_		, ,		0 0	J -	3	U	_	
Par		Certification			_		_	_		_	_	_		
		alties of perjury, I certify that:	. a musah	- u + n	ha	lagua	4+0	a)	and					
		nber shown on this form is my correct taxpayer identification number (or I am waiting for												
2. Lar	m not	t subject to backup withholding because: (a) I am exempt from backup withholding, or (b (IRS) that I am subject to backup withholding as a result of a failure to report all interest	o) I have i or divide	not t nde	eer	noti (c) th	fied t	y th	ne Int s noti	erna fied i	Rev	enue	) am	
		er subject to backup withholding, and	or arriac	i iuo,	Oi	(0) (1)	) II (C	TICK	3 11011	iicu i	no u	iati	CITT	
Q Lar	mal	J.S. citizen or other U.S. person (defined below), and												
		CA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	na is corr	ect.										
		on instructions. You must cross out item 2 above if you have been notified by the IRS the			ırre	ntlv s	ubie	et te	bac	י מטא	withh	oldìı	าต	
becau	ise vo	ou have failed to report all interest and dividends on your tax return. For real estate trans	actions,	item	2 d	oes r	ot ar	ylgo	. For	mort	gage			
interes	st pai	id, acquisition or abandonment of secured property, cancellation of debt, contributions t	o an indi	vidu	al re	etirem	ent a	ırraı	ngem	ent (	IRA),	and		
		payments other than interest and dividends, you are not required to sign the certification is on page 3.	, but you	mus	st þi	ovide	you	ı CC	лест	TIIN.	See	une		
Sign		Signature of 1/2											_	
Here			ate ►											

#### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- · An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

#### **MEMO**

**TO:** Julie Glover

Town Administrator

Town of Lee

**FROM:** Scott P. Marsh CNHA

Municipal Resources

Contracted Assessor's Agents

**DATE:** August 23, 2015

**RE:** 2015 MS-1 Form

Attached is the 2015 MS-1 report form. On the attached spreadsheets, I have provided a comparison of net taxable assessing information for the past several years as well as comparison breakdown of the various categories for 2014 and 2015 tax years, so that you may have a better idea of where the actual changes are occurring.

The current use assessments changes are a result of applying updated DRA pricing rates. The other change in land assessments are the result of corrections, subdivisions, lot line adjustments etc. The change in building values is mainly a result of the continuing permit changes while the utility values are still awaiting updated information from DRA. The total exemption amount remained basically the same and as such the result is a net taxable increase of roughly \$3,800,000 or roughly 1%. This is typical to what I have seen in other communities, which have had assessment changes in the .25% to the 2.0% range due to the general economy and real estate market of the region.

I hope this information is helpful and if you have any questions or desire a meeting to discuss this or any other matter, please let me know.

	14 ASMNT	15 ASMNT	\$ CHANGE	% CHANGE
LAND				
CURRENT USE	\$937,632	\$848,822	-\$88,810	-9.47%
CONSERVATION RESTRICTION	\$29,124	\$26,754	-\$2,370	-8.14%
DISCR. ESMNT				
DISCR. PRES ESMNT	\$6,300	\$6,300		
FARM STRUCT & LAND UNDER RSA 79F				
RES LAND		\$113,708,700		-0.39%
COMM/INDUST LAND	\$16,846,400	\$17,726,100	\$879,700	5.22%
	A404 070 FF6	A422 246 676	¢245 120	0.200/
TAXABLE LAND		\$132,316,676		0.26%
EXEMPT LAND	\$8,584,939	\$8,539,439	-\$45,500	-0.53%
BLDG				
RESIDENTIAL	\$245.173.144	\$246,618,544	\$1,445,400	0.59%
MOBILE HOME	\$5,574,600	\$5,601,500	\$26,900	0.48%
COMM/INDUST	\$37,236,000			
DISC PRES ESEMNT	\$47,756	\$47,756	,525,100	,0
FARM STRUCT RSA 79F	\$47,730	\$0		
I AMILI STRUCT NOA 7 51	70	7*		
TAXABLE BLDGS	\$288,031,500	\$291,019,200	\$2,987,700	1.04%
EXEMPT BLDGS	\$7,908,700	\$7,958,200	\$49,500	0.63%
UTILITIES	\$6,415,000	\$6,869,800	\$454,800	7.09%
TAXABLE VALUE BEFORE EXEMPTIONS	\$426 417 056	\$430,205,676	\$3.788.620	0.89%
TAXABLE VALUE BEFORE EXCISIT HOUS	\$420,417,030	\$130,203,010	<i>ϕ</i> 3), αο,σ±σ	
DISABLED VETS	\$234,000	\$234,000		
IMPROVEMENTS TO ASSIST DEAF	\$0	\$0		
IMPROVEMENTS TO ASSIST DISABLED	\$4,400	\$4,400		
SCHOOL	\$0	\$0		
WATER/AIR POLLUTION	\$0	\$0		
MODIFIED ASSESSMENT	\$426,178,656	\$429,967,276		
	415.000	445.000	ćo	
BLIND EXEMPTION	\$15,000	\$15,000	\$0	-0.74%
ELDERLY EXEMPTION	\$9,285,124	\$9,215,981	-\$69,143	-0./4%
DEAF EXEMPTION	\$0	\$0		
DISABLED EXEMPTION	\$0	\$0		-
WOOD HEAT EXEMPTION	\$0	\$0		
SOLAR EXEMPTION	\$0	\$0		
WIND EXEMPTION	\$0	\$0		
ADDITIONAL SCHOOL	\$0	\$0	A	
EXEMPTION TOTAL	\$9,300,124	\$9,230,981	-\$69,143	-0.74%
NET TAXABLE VALUE	\$416,878,532	\$420,736,295	\$3,857,763	0.93%
VET TAX CREDIT	\$90,200	\$90,450	\$250	0.28%
SURVIVING SPOUSE	\$90,200 \$0	\$90,430	7230	3.2370
BURYIYIING BEUUSE	ŞU	ψ		

TAX YEAR	<b>ASSESSMENT</b>	\$ CHANGE	% CHANGE	
2005	\$397,188,654			
2006	\$495,548,668	\$98,360,014	24.76%	REVAL
2007	\$484,775,635	-\$10,773,033	-2.17%	
2008	\$487,700,712	\$2,925,077	0.60%	
2009	\$494,138,873	\$6,438,161	1.32%	
2010	\$494,622,829	\$483,956	0.10%	
2011	\$408,425,460	-\$86,197,369	-17.43%	REVAL
2012	\$411,991,167	\$3,565,707	0.87%	
2013	\$414,570,781	\$2,579,614	0.63%	
2014	\$416,878,532	\$2,307,751	0.56%	
2015	\$420,736,295	\$3,857,763	0.93%	



2015 **MS1** 

#### **SUMMARY INVENTORY OF VALUATION**

Submit to the Department of Revenue Administration by September 1

#### Instructions

Note: for ease of use please begin at the last section and work backwards

**REPORTS REQUIRED:** RSA 21-J:34 as amended, provides for certification of valuations, appropriations, estimated revenues and such other information as the Department of Revenue Administration may require upon reports prescribed for that purpose. **NOTE:** The values and figures provided represent the detailed values that are used in the city/towns tax assessments and sworn to uphold under Oath per RSA 75:7. Please complete all applicable pages and refer to the instructions for individual items.

For Assistance Please Contact:

DRA Municipal and Property Division Phone: (603) 230-5090

http://www.revenue.nh.gov/mun-prop/

cipality: LEE Co	ounty: STI	RAFFORD	Original Date	08/31/2015		
			Revision Date			
SSOR						
MUNICIPAL RESOURCES Assessor's Name		informatio	alties of perjury, I declare that I ha n contained in this form and to th d complete.			
ICIPAL OFFICIALS						
CAROLE DENNIS	Top!	SCOTT BUGBE	E	8		
Municipal Official 1	Municipal Official 2	Municipal Official 2				
JOHN LACOURSE						
Municipal Official 3		Municipal Official 4		NEWS ENGINEER		
Municipal Official 5  Under penalties of perjury, We declare that we have examined the	Information con	Municipal Official 6 talned in this form and to the		nd complete.		
ARER'S INFORMATION						
SCOTT MARSH - MUNICIPAL RESOURCES		603-659-5414				

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2015 **MS1** 

	Municipality	Values	
alue Lan	d Only (Exclude amount listed in lines 3A, 3B and 4) 🕡		
		Number of Acres	Assessed Valuation
1-A	Current Use (At current values) RSA 79-A	7,040.53	\$848,822
1-B	Conservation Restriction Assessment RSA 79-B	162.96	\$26,754
1-C	Discretionary Easements RSA 79-C		
1-D	Discretionary Preservation Easements RSA 79-D	0.4	\$6,300
1-E	Taxation of Land Under Farm Structures RSA 79-F		
1-F	Residential Land (Improved and Unimproved)	3,234.2	\$113,708,700
1-G	Commercial/Industrial Land (excluding Utility Land)	633.74	\$17,726,100
1-H	Total of Taxable Land	11,071.83	\$132,316,676
1-1	Tax Exempt and Non-Taxable Land	1,073.78	\$8,539,439
alue Buil	dings Only (Exclude amount listed in lines 3A and 3B)	<b>?</b>	
		Number of Structures	Assessed Valuation
2-A	Residential (2)		\$246,618,544
2-B	Manufactured Housing as defined in RSA 674:31		\$5,601,500
2-C	Commercial/Industrial (excluding Utility buildings)		\$38,751,400
2-D	Discretionary Preservation Easements RSA 79-D	10	\$47,756
2-E	Taxation of Farm Structures RSA 79-F		
2-F	Total of Taxable Buildings		\$291,019,200
2-G	Tax Exempt and Non-Taxable Buildings 2		\$7,958,200
tilities ar	nd Timber 🕜		
			Assessed Valuation
3-A	Utilities ?		\$6,869,800
3-B	Other Utilities ?		
4	Mature Wood and Timber RSA 79:5		
) Valuati	ion before Exemptions (Total of lines 1H, 2F, 3A, 3B and 4	0	\$430,205,676



2015 **MS1** 

	Exemptions		
5826		Total # Granted	Assessed Valuation
6	Certain Disabled Veterans (RSA 72:36-a) ?	1	\$234,000
7	Improvements to Assist the Deaf RSA (72:38-b V)		
8	Improvements to Assist Persons with Disabilities (RSA 72:37-a)	2	\$4,400
9	School Dining/Dormitory/Kitchen Exemption (RSA 72:23-IV)		
10a	Non-Utility Water & Air Pollution Control Exemption (RSA 72:12-a)		
10b	Utility Water & Air Pollution Control Exemption (RSA 72:12-a)		
11) Modi	fied Assessed Valuation of all Properties (Line 5 minus lines 6,7,	.8,9,10a,10b) ?	\$429,967,276
Summatio	on of Exemptions		
	Amount Per Exemption	Total # Granted	Assessed Valuation
12	Blind Exemption (RSA 72:37)	1	\$15,000
13	Elderly Exemption (RSA 72:39-a & b)	70	\$9,215,981
14	Deaf Exemption (RSA 72:38-b)		
15	Disabled Exemption (RSA 72:37-b)		
16	Wood Heating Energy Systems Exemption (RSA 72:70)		
17	Solar Energy Systems Exemption (RSA 72:62) ?		
18	Wind Powered Energy Systems Exemption (RSA 72:66)		
19	Add'l School Dining/Dormitory/Kitchen Exemptions (RSA 72:23 IV)		
20) Total	Dollar Amount of Exemptions (sum of lines 12-19)		\$9,230,981
Calculatio	ins		
21 NET VA	ALUATION: Used To Compute Municipal, County, and Local Education Tax Rates (Li	ne 11 minus Line 20)	\$420,736,295
22 LESS U	TILITIES: (Line 3A) Do not include the value of other utilities listed in Line 3	В	\$6,869,800
	LUATION WITHOUT UTILITIES TO COMPUTE STATE EDUCATION TAX (LIF	ne 21 minus Line 22)	\$413,866,495



2015 **MS1** 

Utility Summary: Electric, Hydroelectric, Renewable - Misc	, Nuclear, Gas/Pipeline, Water & Sewer
Utility Value Appraiser ?	
Who Appriases/Establishes the Utility Value in the Municipality? (If multiple, pl	ease list)
DRA	
If the Municipality Uses DRA Utility Values, is it Equalized By The Ratio?	○No
SECTION A	
List Electric Companies ?	
Electric Company	Assessed Valuation
NEW HAMPSHIRE ELECTRIC COOP	\$1,342,600
PSNH DBA EVERSOURCE ENERGY	\$5,463,300
A1 Total of all Electric Companies listed in this section:	\$6,805,900
List Gas Companies (2)	
Gas Company	Assessed Valuation
	Responses
A2 Total of all Gas Companies listed in this section:	

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2015 **MS1** 

List Water and Sewer Companies 🔞	
Water/Sewer Company	Assessed Valuation
PENNICHUCK EAST UTILITY INC	\$63,900
A3 Total of all Water and Sewer Companies listed in this section:	\$63,900
Grand Total Valuation of all Sect. A Utility Companies	\$6,869,800
SECTION B	
List Other Utility Companies 🕜	<b>从1787年的开始器和高度证明</b>
Other Utility Company	Assessed Valuation
THE PERSON NAMED IN COLUMN TO THE PE	
Di Tatal of All Oak or Communical links d in this section (must be propertied line 20):	
B1 Total of All Other Companies listed in this section (must agree with line 3B):	Miterial State of the State of

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2015 **MS1** 

				nd Exempti			
Veterans' Tax Credits	7					187. 数 4 生产	
Credit Description					Limits	Number of Individuals	Estimated Tax Credits
		nal Veterans' Tax Ci 0 upon adoption by city/to		28)	\$500	173	\$86,250
Surviving Spouse	(RSA 72:	29-a)			\$700		
		who was killed or died who was killed or died who ci		in the armed fo	orces of the United Stat	es"	
Tax Credit for Ser	rvice-Con	nected Total Disabil	ity (RSA 72:35	5)	\$1,400	3	\$4,200
"Any person who has be	een honorab	ly discharged from the milecause of service-connect	litary service of the	e United States	and who has total and	permanent service-conno	ected disability, or who
is a double amputee of	parapiegico	ecase of service connect	E4 10 E 12 E -	17/10/18	er and Amount	176	\$90,450
"If both husband and/or w	vife qualify for t	he credit they count as 2. If so	meone is living at a r	esidence such as	a brother & sister, and one	qualifies count as 1, not one	The second second
Disabled and Deaf Ex	emption	Report (7)					
		Disabled Exemption	Report (RSA 72	2:37-b) D	eaf Exemption Re	port (RSA 72:38-b)	
	Single				Single	Married	
Income L	Income Limits ?						
Asset Lim	nits 2						
Elderly Exemption Re	eport - RS/	N 72:39-a 🔞					
	Filers Grant	ed Elderly Exemption			uals Granted an Elde otal Number of Exer	rly Exemption for the	
Age	#	Amount Per Individual	Age	#	Max Allowable Exemption	Total Actual Exemption Granted	
65-74	2	\$174,000	65-74	33	\$5,742,000	\$4,095,200	
75-79		\$210,000	75-79	8	\$1,680,000	\$699,200	
80+		\$270,000	80+	29	\$7,830,000	\$4,421,581	
			Total	70	\$15,252,000	\$9,215,981	
	ncome	Single	\$46,500	Asse		\$222,500	
7	Limits	Married	\$59,400	Limit	S Married	\$222,500	
Community Tax Relie	of Incentiv	e - RSA 79-F 🕖	THE THE SH			during the state of	
The state of the s	Adopted:		lo	Semination of			



2015 **MS1** 

		Property Reports		
Current Use Reports - R	SA 79-A ?			
	Total Number of Acres Receiving Current Use	Assessed Valuation	Other Current Use Statistics	Total Number of Acres
Farm Land	1,698.95	\$571,273	Receiving 20% Rec. Adjustment	2,148.24
Forest Land	3,441.12	\$228,637	Removed from Current Use	1.03
Forest Land with Documented Stewardship	712.2	\$29,800	During Current Tax Year  Owners in Current Use	229
Unproductive Land	89.49	\$1,487	Parcels in Current Use	320
Wet Land	1,098.77	\$17,625		
Total	7,040.53	\$848,822		
Land Use Change Tax (	7			
Gross Monies Received	for Calendar Year (Jan 1 thro	ough Dec 31)		\$49,300
Conservation Allocation	Percentage	50 Ar	nd/Or Dollar Amount	
Monies to Conservation I	Fund			\$24,650
Monies to General Fund				\$24,650
Conservation Restriction	on Assessment Report - RSA 7	'9-B (must file PA-60)	?	
	Total Number of Acres Receiving Conservation	Assessed Valuation	Other Conservation Restriction Assessment Statistics	Total Number of Acres
Farm Land	52.71	\$21,717	Receiving 20% Recreation	
Forest Land	98.25	\$4,833	Adjustment  Removed from Conservation	
Forest Land with Documented Stewardship			During Current Tax Year	Total Number
Unproductive Land			Owners in Conservation	
Wet Land	12	\$204		6
Total	162.96	\$26,754		7
Discretionary Easemen	ts - RSA 79-C 🕢	ACTUATION AND ACTUAL A		
Total Number # of			of Discretionary Easemen g. Golf Course, Ball Park, Race Tra	
of Acres Owne				
	tures and Land Under Farm S	itructures - RSA 79-F 🔃		



2015 **MS1** 

Total Number of Owners		Total Number of Structures			Total Number of Acres Assessed Valuation Land		Assessed Valuation Structure
8			10		0.4	\$6,300	\$47,756
Мар		Lot	Block	%		Description	n
020		001		75	HISTORIC BA	RN	
013		009		75	HISTORIC BA	RN	
007		005		75	HISTORIC BA	RN	
007		005		75	HISTORIC BA	RN	
024		800		75	HISTORIC BA	RN	
032		001		75	HISTORIC BA	RN	
032		004		75	HISTORIC BA	RN	
025		003	200	75	HISTORIC BA	RN	
005		001	300	75	HISTORIC BA	RN	
002		003		75	HISTORIC BA	RN	

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# **New Hampshire**Department of Revenue Administration

2015 **MS1** 

TIF District Name	Date of Adoption/ Modification	Original Assessed Value	Unretained Captured Assessed Value	Amount used on page 2	Retained Captured Assessed Value	Current Assessed Value



# **New Hampshire**Department of Revenue Administration

2015 **MS1** 

Revenues Received from Payr	ments in Lieu of Tax (?			
			Revenue	Number of Acres
State and Federal Forest Land , F land from MS-4, acct 3356 & 335		control		
White Mountain National Forest	only, acct. 3186	Y 4 4 4 1 1		
Check if your municipality has	entered into an agreement f	or a payment in li	ieu of taxes with a renewable ger	neration facility pursuant to RSA 72:
	Revenue		List Source(s) of Paymen	t in Lieu of Taxes
Other from MS-4, acct. 3186	\$2,219	Town of Durha	m	
Other from MS-4, acct. 3186				
Other from MS-4, acct. 3186				
Other from MS-4, acct. 3186				
Other from MS-4, acct. 3186				
Other from MS-4, acct. 3186				
Other from MS-4, acct. 3186				
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Other from MS-4, acct. 3186				
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Other from MS-4, acct. 3186				
Other from MS-4, acct. 3186				
Other from MS-4, acct. 3186				
Other from MS-4, acct. 3186				
Other from MS-4, acct. 3186				
Other from MS-4, acct. 3186				
Other from MS-4, acct. 3186				
Total	\$2,219			



## **New Hampshire**Department of Revenue Administration

PREPARER'S CERTIFICATION

2015 **MS1** 

17/51 4 5

## Under penalties of perjury, I declare that I have examined the information contained in this form and to the best of my belief it is true, correct and complete. Preparer's First Name Preparer's Last Name MARSH SCOTT Contracto ASSESSON HEGY Aug 25, 2015 Preparer's Signature and Title Date Check to Certify Electronic Signature: You are required to check this box and provide your name above. By checking this box, you hereby declare and certify that the electronic signature above was actually signed by the Preparer and that the electronic signature is valid. CERTIFICATION Under penalties of perjury, I declare that I have examined the information contained in this form and to the best of my belief it is true, correct and complete. Preparer's Signature Assessor's Signature Municipal Official's Signature

Submit

Please save and e-mail the completed PDF form to equalization@dra.nh.gov

Print

A hard-copy of this signature page must be signed and submitted to the NHDRA at the following address:

NH DEPARTMENT OF REVENUE ADMINISTRATION MUNICIPAL AND PROPERTY DIVISION P.O. BOX 487, CONCORD, NH 03302-0487



## TOWN OF LEE

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

## **RAFFLE & TAG SALE PERMIT**

PLEASE Complete and Return to Selectmen's Office -- NO LATER THAN 30 DAYS PRIOR TO EVENT

Organization Name: LOE Memorial VFW Post 10676
Federal Tax ID number for Organization:  Charitable nonprofits that have been in existence for at least 2 years are permitted to conduct fundraising raffles in New Hampshire; this includes any person or entity that is determined by the Internal Revenue Service to be a tax exempt organization pursuant to section 501(c)(3) of the Internal Revenue Code; however, "Charitable organization" is not limited to those organizations to which contributions are tax deductible under section 170 of the Internal Revenue Code.
Check (√) Nature of Organization:
ReligiousEducational Charitable Civic Sports Veterans Fraternal or Political
Other (Describe)
Contact Person: Dale Hardy Day Time Telephone: 531-6495
Address: 2 Decato to Levon Email DUH 19382 Comandonet
Type of Permit: ☐ Raffle ☐ Tag Sale
Date of Event: Sept. 12 Specific Time: 10am 7 pm
Date of Event: Sept. 12 Specific Time: 10am - 7pm  Location of Event: 100 Talen Field, 100 Facin
Please be advised the Town will verify that your organization is in compliance with the regulations of N.H. Charitable Trusts Unit of the Attorney General's Office prior to the acceptance of your application. The Town Administrator may contact you to obtain additional information. You must provide a way for us to contact you during the day so that your request can expedited. Information on these requirements may be found at: <a href="http://www.doi.nh.gov/charitable-trusts/faq.htm">http://www.doi.nh.gov/charitable-trusts/faq.htm</a>
For Raffle Permits Only:
Prize (s) To Be Awarded: OIL, NH Products, Gift certs, flagete. See Tillet
Cost of Ticket: 1 ec. 6 45 Date of Drawing: 9/12
Place of Drawing: Lee Town Field
I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT. I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE Select Board PER the provisions of RSA 287-A, RSA 31:91 and/or RSA 286 and I agree to abide by the same.
SIGNATURE OF APPLICANTS ON SECONDATE: 8 38 15
Select Board ApprovalDate:
(Chairman's Signature)

## V.F.W. POST 10676, LEE, NH **BENEFIT RAFFLE**

SATURDAY, SEPT. 12, 2015 - LEE TOWN PARK

- 1. \$100 CERTIFICATE PROULX OIL & PROPANE, NEWMARKET
- 2. BASKET OF NH PRODUCTS FLAG HILL WINERY, LEE
- 3. \$25 GIFT CARD TELLY'S RESTAURANT, EPPING
- 4. \$20 GIFT CERTIFICATE SUNNY'S RESTAURANT, LEE
- 5. \$20 CERTIFICATE LEE CIRCLE GROCERY ON WHEELS
- 6. \$15 GIFT CERTIFICATE-NEWBERRY FARM MKT., NEWMARKET
- 7. \$15 GIFT CERTIFICATE KUME BISTRO, NEWMARKET
- 8. STATE INSPECTION KRUCZEK'S GARAGE, NEWMARKET
- 9. LUBE & OIL CHANGE JOHN'S AUTO, LEE
- 10. GIFT BASKET STARBUCKS, EPPING
- 11. 3' x 5' AMERICAN FLAG VFW POST 10676

**DONATION \$1 EACH OR 6/\$5** 



Public Notice Lee Planning Board 7 Mast Road Lee, NH 03861 603-659-6783

The Town of Lee Planning Board will conduct a public hearing on August 27, 2015 at 7:00 pm at the Public Safety Complex, 20 George Bennett Rd, Lee, NH on the following application:

A continued Site Review application for a proposed Child Daycare Facility, with 2 rental apartments located on the second floor. The property is owned by Three Swallow Properties, LLC. Ed Bannister is the applicant/agent. The property is known as Lee Tax Map #11-06-0200 and is located at 5 Mast Road, Lee NH. This is a possible final hearing.

You are invited to appear in person or by representation of agent of counsel and state reasons why these applications should or should not be approved. Application information is on file at the Office of Planning & Zoning located at 13 Mast Road, Lee NH.

POSTED AT THE TOWN OF LEE OFFICE OF PLANNING & ZONING AND THE LEE TOWN HALL ON FRIDAY, AUGUST 14, 2015 AT 12:00 NOON.

ADVERTISED IN THE FOSTERS DAILY DEMOCRAT.

## LEE CONSERVATION COMMISSION

## Town Hall, 7 Mast Road Lee, NH 03861

August 20, 2015

Dear Garrity Road residents:

As I expect all of you know, the Town was the beneficiary in the late Joe Ford's will of the land he had owned and, for decades, had cared for. Several years ago, he had placed a conservation easement on the property to ensure that it would never be subdivided or developed. That easement is held by the Southeast Land Trust of New Hampshire (SELT) in Exeter. Each year they are required to monitor the property to ensure that the Town is complying with the easement's terms.

For many years, now, there has been an expanding population of the alien, non-native invasive plant, Japanese knotweed, growing along Garrity Road and into the adjacent woods. Like many invasive plants, knotweed crowds out native plants that local wildlife depend on. After researching our options, the Conservation Commission has decided to follow the treatment recommendations of New Hampshire's Invasive Species Coordinator, Doug Cygan, to use the herbicide glyphosate to control it. It is worth noting that the other control option requires placing black plastic sheeting over the cut plants and maintaining that for <u>five years</u>.

The Southeast Land Trust has reviewed and approved our Vegetative Management Plan for Japanese Knotweed. We are retaining the services of a professional herbicide applicator, Bio-Spray of Exeter, a company we have had very good experience with treating oriental bittersweet in the Town Forest.

The herbicide that will be used contains glyphosate (the active ingredient in Roundup and many other commercially available weed killers). It is both highly effective and breaks down readily in the soil. For maximum effectiveness, the spraying should be done shortly after the knotweed blooms, typically in early to mid-September. We are hoping to have our State permit by then. Unlike the Town, a private landowner does <u>not</u> need a permit to apply an herbicide on his/her own land.

If you have questions or concerns, call the Town Office (659-5414) and ask for someone from the Conservation Commission to return your call.

Sincercly,
William Kumm

William Humm, Chair



NEW DURHAM
NEWMARKET
NORTHWOOD
NOTTINGHAM
ROCHESTER
ROLLINSFORD
SOMERSWORTH
STRAFFORD
WAKEFIELD

## NOTICE OF INFORMATIONAL MEETING-OPEN HOUSE Strafford Metropolitan Planning Organization September 24, 2015 6:00 PM Conference Room 1, 150 Wakefield Street Rochester, NH

The Strafford Regional Planning Commission (SRPC), functioning as the federally mandated Metropolitan Planning Organization (MPO) for the region, is updating the 2015-2040 Metropolitan Transportation (Metro) Plan in accordance with federal requirements (23 CFR 450.322). The kickoff information meeting for the update process will take place on September 24, 2015 from 6:00 to 7:00 PM in the form of an open house. This event is scheduled before the quarterly Commission meeting, which runs from 7:00 to 9:00 pm in the same location. We encourage Commissioners and interested members of the public to attend. The open house will be an opportunity to provide the MPO staff with your concerns, questions and comments. Information will be provided concerning processes related to the Metro Plan update, transportation data collection, MPO functions, and other regional planning focus areas.

Please check the Strafford RPC (www.strafford.org) website and social media for future meeting times and agendas related to the Metro Plan Update.

Please contact us if you have any questions at <a href="mailto:srpc@strafford.org">srpc@strafford.org</a>, or at 603-994-3500.

## **Boy Scout Troop 459**

Lee, New Hampshire



August, 2015

**Subject: Eagle Scout Recognition** 

I am inviting prominent Eagle Scouts as well as local, national and state political leaders, along with other prominent public figures our Scout has taken a personal interest in to send letters, notes or certificates of congratulations to a Troop 459 Scout who recently completed his **Eagle Scout Board of Review**.

Our new Eagle Scout is: Benjamin Michael Titus

Benjamin joined Scouting on October 1, 2004. He earned his Arrow of Light Award with Cub Scout Pack 358. At that point, he chose to continue his Scouting career in Lee, New Hampshire and graduated into our troop on February 5, 2010.

Benjamin's positions of responsibility have included Assistant Patrol Leader, Patrol Leader, Den Chief and Webmaster. Currently, Benjamin is holding both positions of Webmaster and Patrol Leader.

Ben's summer camp experiences have included Camp Carpenter in 2006, 2007, 2008 and 2009. He attended Hidden Valley Scout Camp in 2010, 2011, 2012, and 2013. In 2014, he decided to change his course and, without his troop, he attended Camp Yawgoog in Rhode Island, a Scout camp both his father and grandfather had attended in their youth.

continued on reverse



New Eagle Scout August, 2015 Page 2 of 2

During his tenure as a Scout, Ben has earned 30 merit badges, spent dozens of nights camping, and taken part in multiple service projects in and around the Town of Lee, putting in hundreds of hours.

Ben's 88 hour Eagle Service Project consisted of building and installing a "Buddy Bench" at Barrington Elementary School. Additionally, he created a staff presentation explaining how the bench is a tool to help students who may feel left out at recess. The presentation was such a success; it was passed on to every classroom teacher to share with their class.

Ben has just completed his junior year and is an honor student at Oyster River High School. He is a three season athlete participating in Unified Soccer, Unified Basketball, and Unified Track & Field.

This summer, along with attending a session of Boy Scout resident camp, Ben will be volunteering for his 6<sup>th</sup> season on the BB range at Cub Scout day camp. He will be leading the range, teaching the Cub Scouts firearm safety and proper marksmanship.

Benjamin's Eagle Board of Review was on May 27, 2015. His Eagle Court of Honor will be held September 26, 2015.

You may send your letters, certificates or notes directly to Benjamin or you may send them to me for presentation to him.

Thank you for your continued support of the Scouting program.

Sincerely yours,

Lisa A Titus

Committee Chair, Troop 459

32 Nicholas Way

Barrington , NH 03825

Telephone: (603) 767-9233 E-mail: bearmitzvah@gmail.com

isa a Titus



#### TOWN OF LEE

## PLANNING/ZONING/CODE ENFORCEMENT/HEALTH 7 Mast Road

## Lee, New Hampshire 03861

August 24, 2015

Carole Dennis, Chairwoman Select Board 7 Mast Rd. Lee, NH 03861

Re: Building Permit

Dear Chairwoman Dennis,

Prior to the issuance of a building permit for a property that has a Conservation Easement on it, we ask that the Select Board advise this office if they have any concerns with the issuance of the permit. The Cox Family has requested a building permit to construct an Agriculture Composting Facility on their property located on Randall Rd. The structure will be built on the land that is excluded from the easement. The facility has been designed by Natural Resource Conservation District (NRCS) and it has been approved by the property easement holder and the Heritage Commission. I have attached letters representing both approvals as well as photos of the structure location. Both the Agriculture Commission and the Conservation Commission have been notified of the proposed structure and it is my understanding do not have any objections.

Thank you,

Caren Rossi,

Planning and Zoning Administrator

## LCHIP Land & Community Heritage Investment Program



July 21, 2015

Mr. Dorn Cox 59 Randall Rd. Lee, NH 03824

Dear Dorn,

I have received your July 14, 2015 request to construct an Agricultural Composting Facility within the historic homestead area of the Randall Farm in Lee as described below:

Floor

28' x 26' concrete pad

Walls

Three 6' concrete precast waste block walls, open on front

Perimeter

14' x 5' earthen berm along rear and side walls, 10' x 40' concrete pad along front wall.

Roof

30' by 40' truss roof with gutters and underground outlet, 29 ga metal roofing

Sheathing

Gabled ends to be sheathed to match existing compost shed on site, see photograph attached

Location

See attached location plan

Review of the proposed structure and the terms of the conservation easement held by the Town of Lee, with Executory Interest to the Land and Community Heritage Investment Program, indicate that the structure proposed:

- a. is intended to be ancillary to and used exclusively for agricultural activities,
- b. will not degrade the existing historic and archeological values of the property or the purposes of the easement;
- c. is compatible in siting, size, scale, proportion, materials and massing with the existing buildings and structures and with small southern New Hampshire vernacular farmstead design, and
- d. complies with all other relevant terms of the conservation easement in place.

Therefore, on behalf of the State of New Hampshire Land and Community Heritage Investment Program, I approve your request subject to the following:

<u>Expiration of Approval</u> This approval will expire on July 21, 2016. If construction will be delayed beyond that date, please contact our office to obtain an extension. Once expired, you must submit a new request for approval prior to beginning any construction.

<u>Deviations from Plan and Future Alterations or Expansion</u> You must obtain LCHIP's written approval before deviating from the building plans submitted. Following construction, any alterations or additions will be subject to the 25% expansion limit described in the conservation easement.

<u>Notification of Construction</u> Please notify our office when construction begins and upon completion. Once the building has been completed, please submit photographs and final location plans to update the Baseline Documentation Report submitted in 2003.

Please call with any questions.

Regards,

Dijit Taylor

Executive Director

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Attachment: NRCS Composting Facility Plans dated 5/1814, photograph of existing composting shed

13 Wast Street, Suito 3, Concord, New Hampshire 03301, (603) 224-4113.

ichip.org



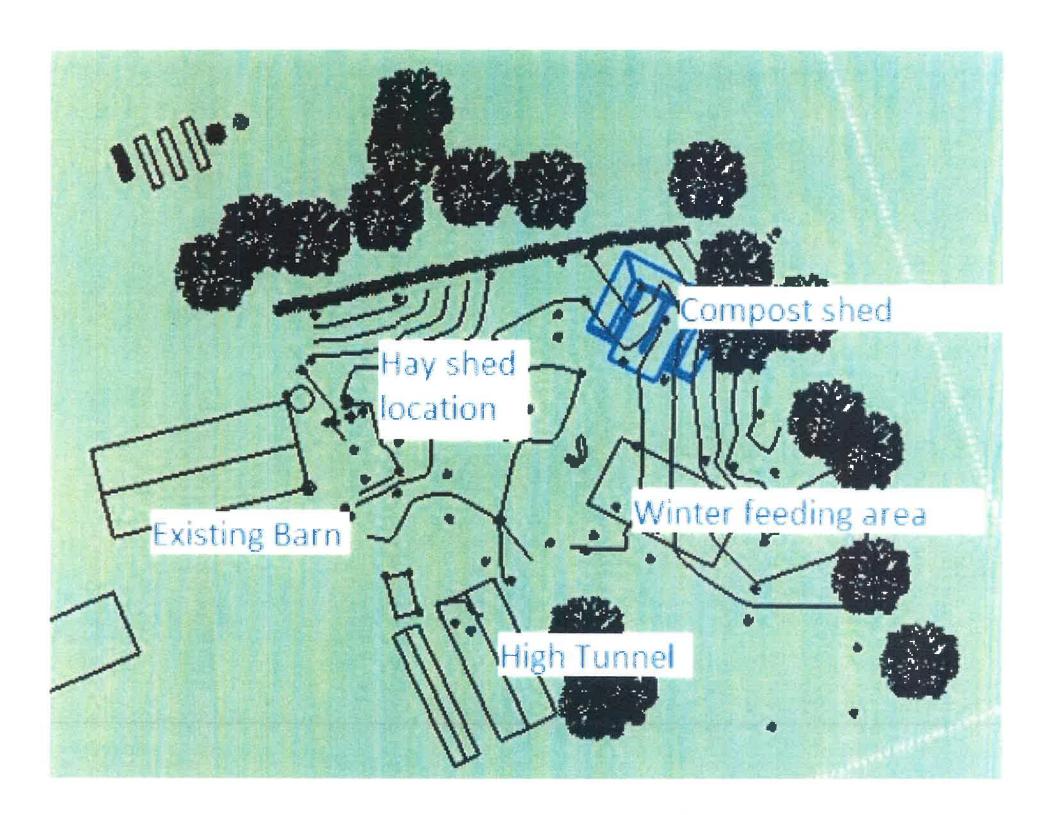
16 July 2015

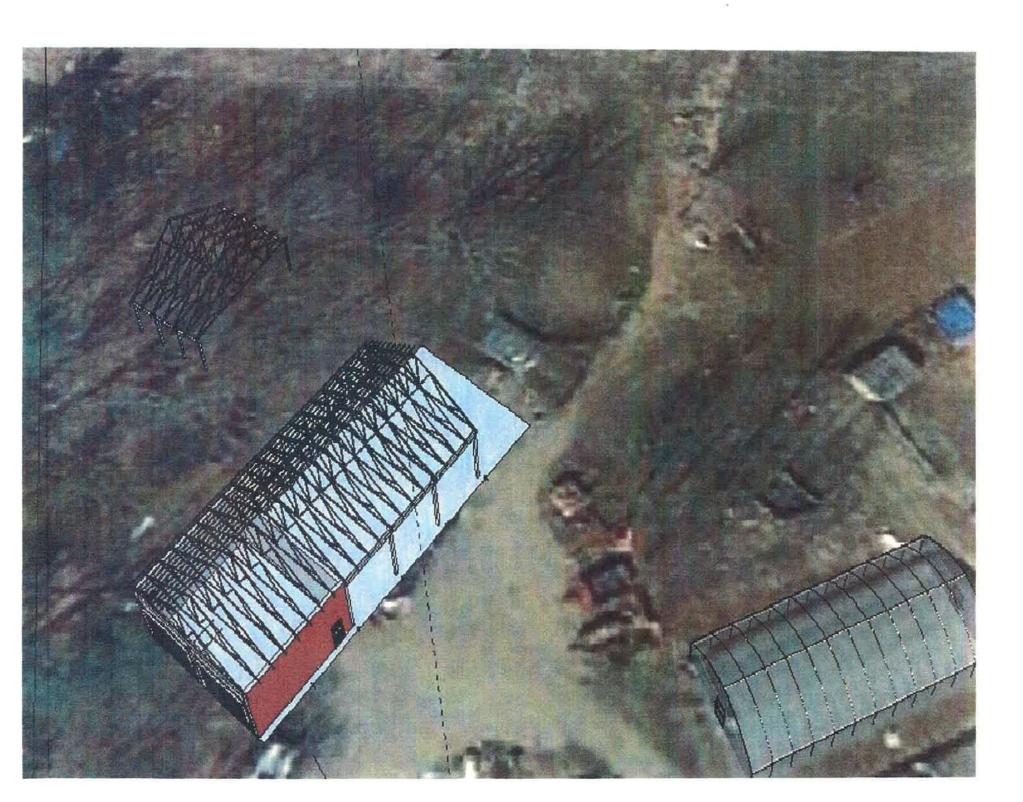
At its 16 July 2015 meeting the Lee Heritage Commission approved the application of Dorn Cox of the Randall Farm on Randall Road in Lee to construct on said property a 30'x40' compost shed designed by NRCS and a 40'x70' hay shed, which is a smaller version of the shed already approved by LCHIP in 2009. The combined footprint of the buildings shall be unchanged from the 2009 request. This compost shed is part of a nutrient management plan developed by NRCS. The feeding area and shed were designed in consultation with John Porter c. 2007. An NRCS grazing management plan was developed in consultation with Bruce Clement.

Renderings of the placement of the two sheds, their orientation and relationship to each other within the farmstead are attached. The compost shed design will be built to NRCS specifications and match the sheathing of the other compost shed on the farm. Construction of the compost shed will begin immediately with construction of the smaller version of the hay shed within the next calendar year. The covered roof area will be 30'x40', the earth berm extending approximately 14' on three sides with an additional 10' pad on the entrance side of the compost shed (10'x40'). The pad under the compost shed will be approximately 28' x 26' with a 4' divider in the center to enable working with two piles at different levels of decomposition.

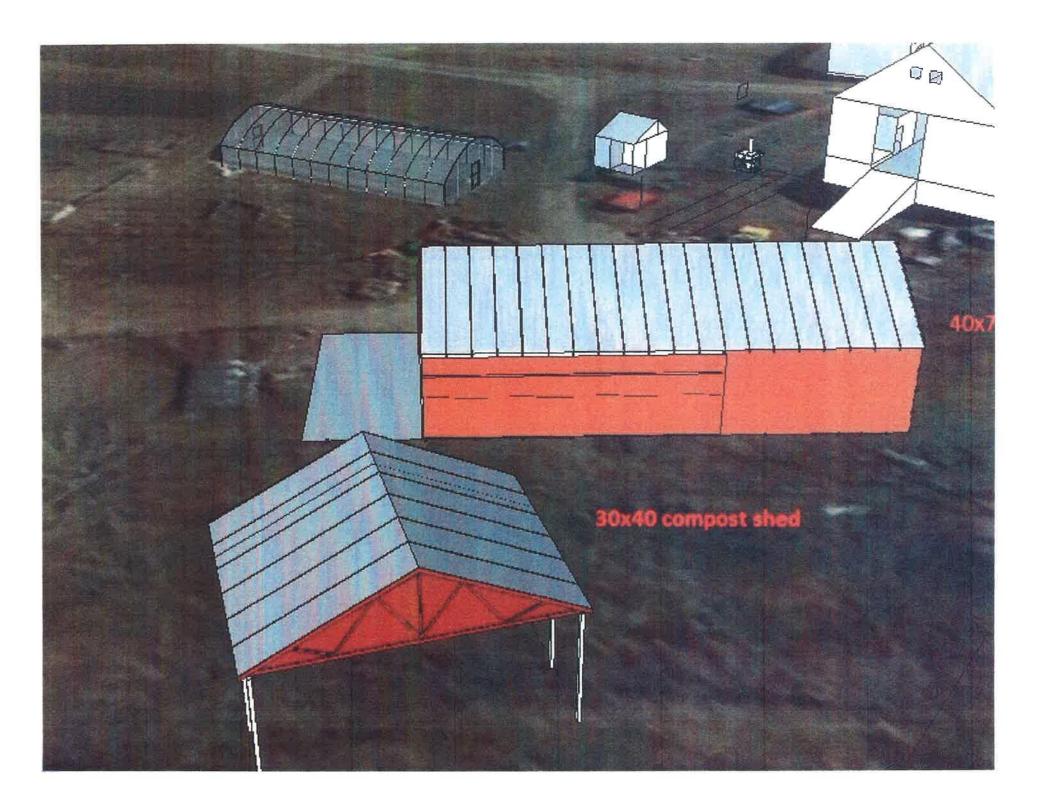
Patricia S. Jenkins, Chair.

Att: 4 renderings











### The State of New Hampshire

## DEPARTMENT OF ENVIRONMENTAL SERVICES



### Thomas S. Burack, Commissioner

## REQUEST TO PROVIDE STORMWATER INSPECTION & MAINTENANCE RECORDS

Town Of Lee c/o Randy Stevens 7 Mast Road Lee NH 03861 August 13, 2015

RE:

Alteration of Terrain Permit: AoT-0107A

Town Of Lee Ball Fields Complex

Lee, NH

Tax Map/Lot/Block #: 20 / 2-1,2-2, & 3-0

Dear Sir or Madam:

As part of the issued Alteration of Terrain (AoT) permit for the above referenced project, the Department of Environmental Services (DES) required the development of a long-term maintenance plan for the project's stormwater practices. The long-term maintenance plan included the development of an inspection and maintenance (I&M) manual detailing the inspection frequency, an inspection checklist, and the maintenance of a log to document each I&M activity. At this time DES is requesting, in accordance with NH Administrative Rule Env-Wq 1507.08(c), copies of all records of long-term stormwater I&M activities for the above referenced project. DES is requesting this information to ensure the long-term effectiveness of all approved stormwater practices.

DES records indicate the AoT permit was issued to you. If you are not the responsible party for conducting I&M activities, please provide the name and contact information for the responsible party.

In order to learn more about required maintenance activities for specific stormwater treatment practices, please refer to Chapter 5 of the New Hampshire Stormwater Manual, Volume 2, which can be found on our website at:

http://des.nh.gov/organization/commissioner/pip/publications/wd/documents/wd-08-20b.pdf

Please submit electronic copies (in PDF format) of all I&M activity logs to the email address provided below within the next 30 days, and be sure to include the permit number in your response to this request. If you have any questions, please call me directly at (603) 271-0676 or email at: <a href="mailto:craig.rennie@des.nh.gov/">craig.rennie@des.nh.gov/</a>

Sincerely,

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Craig D. Rennie, CWS, CWB Land Resource Specialist

cc: Lee Planning Board

DES Web site: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-3503 • Fax: (603) 271-6588 • TDD Access: Relay NH 1-800-735-2964



#### The State of New Hampshire

## DEPARTMENT OF ENVIRONMENTAL SERVICES



## Thomas S. Burack, Commissioner

## REQUEST TO PROVIDE STORMWATER INSPECTION & MAINTENCE RECORDS

August 5, 2015

Town of Lee ATTN: Frank Reinhold / Allan Dennis 7 Mast Road Lee, NH 03861

RE: Alteration of Terrain Permit: AoT-0004

Sediment Basin / Wetland Creation - Old Mill Project

Tax Map/Lot #: 05-03-0000,05-08-0500 & 05-10-0000 in Lee, NH

Dear Sir or Madam:

As part of the issued Alteration of Terrain (AoT) permit for the above referenced project, the Department of Environmental Services (DES) required the development of a long-term maintenance plan for the project's stormwater practices. The long-term maintenance plan included the development of an inspection and maintenance (I&M) manual detailing the inspection frequency, an inspection checklist, and the maintenance of a log to document each I&M activity. At this time DES is requesting, in accordance with NH Administrative Rule Env-Wq 1507.08(c), copies of all records of long-term stormwater I&M activities for the above referenced project. DES is requesting this information to ensure the long-term effectiveness of all approved stormwater practices.

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Please submit electronic copies (in PDF format) of all I&M activity logs to the email address provided below within the next 30 days, and be sure to include the permit number in your response to this request. If you have any questions, please call me directly at (603) 271-0676 or email at: <a href="mailto:craig.rennie@des.nh.gov">craig.rennie@des.nh.gov</a>.

Sincerely,

Craig D. Rennie, CWS, CWB Land Resource Specialist

cc: Lee Planning Board