

SELECT BOARD MEETING AGENDA

PLEASE NOTE CHANGE IN TIME

DATE: 7:00pm Monday, September 14, 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 -7:00 pm
2. Public Comment
3. **Richard Uchida, Law Partner, Hinckley Allen – Discontinuance of Tibbetts Road**
Attorney Uchida requests on behalf of UNH that the Town of Lee discontinue the portion of Tibbetts Road which extends northerly from the northerly sideline of US Route 4 (also known as Concord Road) to the Barrington/Lee Town line.
4. **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 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. The amount of the proposed PILOT is based on the current Town Tax rate of \$5.19 starting with the project’s estimated construction cost, and applying a 5% straight line depreciation over 20 years.
5. **Tom Loureiro, Ad Hoc Race Track Committee Chair – Committee Update**
Present the Select Board with an update on the process they have made since hiring Reuter Associates to conduct and establish sound measurement procedures at the Race Track which can then be used by Town officials to take accurate and enforceable sound measurements without special expertise.
6. **Roger Rice, Transfer Station Manager – Waste Management Joiner Agreement**
Present the Board with the Lamprey River Coop Joiner Agreement with Waste Management.
7. **John LaCourse, Selectman – Budget Goals / Vision**
8. **Julie Glover, Town Administrator Report**
 - a. LRP Pavilion possible cost reductions and further discussion regarding the guardrail
 - b. Cost of CPA
 - c. Building Security System
 - d. Letter from Pascale
 - e. Miscellaneous
9. **Motion to accept the Consent Agenda as presented:**

SIGNATURES REQUIRED

Abatement

INFORMATION ONLY

5th Annual Krempels King of the Road Charity Bike Ride
250th Anniversary Planning Committee Application
Ltr from DOT re: Transportation Projects Planned for 2017-2026
LOCO Marathon & Half Marathon on 10/25/15
ZBA Public Notice

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

10. **Motion to accept the Select Board Public Meeting Minutes from August 30th.**
11. **Motion to accept Manifest #5 and Weeks Payroll Ending September 13, 2015.**
12. **Miscellaneous/Unfinished Business**
13. **Adjournment**

Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on September 11, 2015

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



11 South Main Street, Suite 400
Concord, NH 03301-4846

pt: 603-225-4334 f: 603-224-8350
hinckleyallen.com

Richard Y. Uchida
ruchida@hinckleyallen.com
(603) 545-6168

August 24, 2015

Julie Glover, Town Administrator
Town of Lee
Lee Town Hall
7 Mast Road
Lee, New Hampshire 03861

RE: Request for Discontinuance of Tibbetts Road

Dear Ms. Glover:

As you may know, we represent the University System of New Hampshire (“UNH”) in connection with certain property located at 25 Concord Road in Lee (the “UNH Premises”). The UNH Premises is also identified as Tax Map 4, Lot 2-1.

UNH seeks the Town’s assistance in discontinuing that portion of Tibbetts Road which extends northerly from the northerly sideline of U.S. Route 4 (also known as Concord Road) to the Barrington/Lee Town Line. The portion of Tibbetts Road that UNH seeks to discontinue is shown on the enclosed subdivision plan recorded in the Strafford County Registry of Deeds in Pocket #5, Folder #1, Plan #32. (See Appendix A.) Tibbetts Road is currently a Class VI road. As depicted on the enclosed plan, it bisects the northern and southern portions of the UNH Premises, cutting the land into two triangles, one of which lacks any Class V road frontage.

Based on information provided to us by Randy Stevens, the road agent for the Town of Lee, we understand that Tibbetts Road was laid out by the Town in 1854. Attached is a copy of an abstract of the road layout provided by Mr. Stevens. (See Appendix B.) The Town Warrant contained in the 1928 Town Report includes an article “To see if the Town will vote to close (subject to gates and bars) the road leading from the Turnpike, near the residence of H.G. Hill to the Barrington line” - which appears to be Tibbetts Road. (See Appendix C.) Unfortunately, Mr. Stevens was unable to locate the results of the Town Meeting vote relating to the closing of Tibbetts Road. However, at the 1975 Town Meeting, the Town voted to “discontinue and make subject to gates and bars... that portion of Tibbetts Road from Route 4 to the Barrington town line and running behind the Hill Farm, so-called.” (See Appendix D.) Although the warrant refers to a discontinuance, the addition of the language regarding gates and bars created an

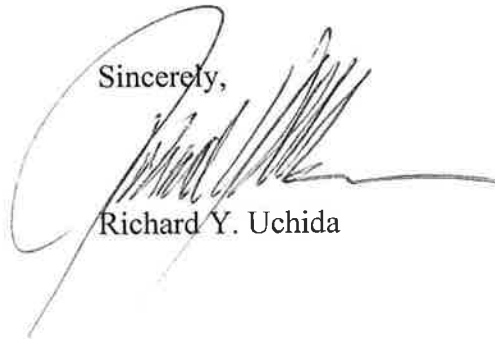
ambiguity, because roads subject to gates and bars are Class VI roads. See RSA 229:5, VII. Tibbetts Road remains a Class VI road.

Tibbetts Road, as depicted on the plan enclosed as Appendix A, is not used by UNH for ingress and egress to Route 4. Rather, access to the UNH Premises from Route 4 is gained through driveways located on other areas of the UNH Premises. In addition, based on an aerial photo, it appears that the property located northerly of the UNH Premises, identified as Tax Map 4, Lot 4, now or formerly of CE Morgan Holdings LLC, also gains access to Route 4 by a driveway (See Appendix E.) A visual inspection of the UNH Premises reveals that no recent use of that portion of Tibbetts Road located on the UNH Premises has occurred.

Since there is no demonstrated use or need for that portion of Tibbetts Road extending northerly from the northerly sideline of Route 4 to the Barrington/Lee Town Line, UNH hereby requests that the Town discontinue this section of the road. We also request that this matter be added to the agenda for the Selectmen's meeting scheduled for Monday, September 14, for further discussion.

Thank you for your consideration.

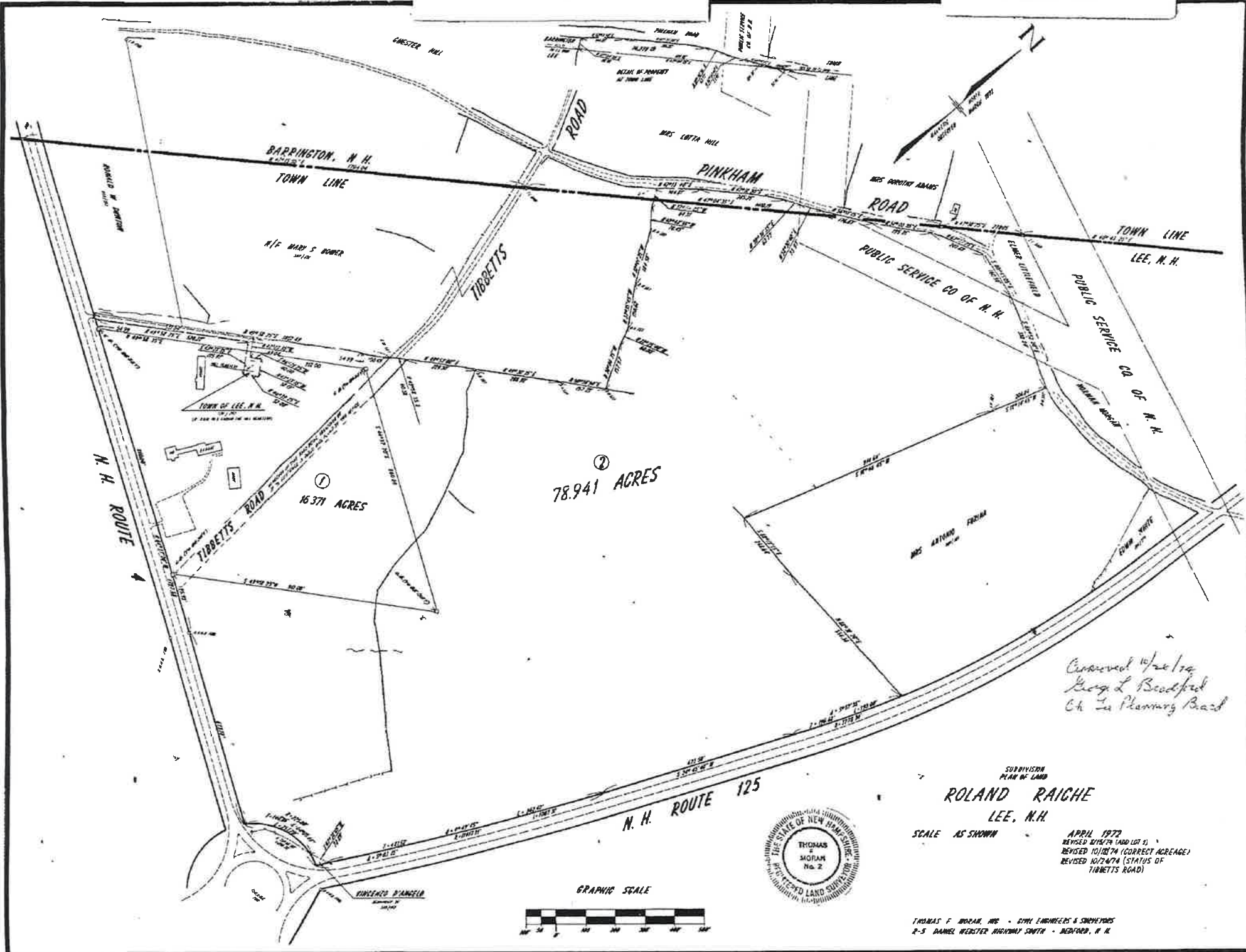
Sincerely,

A handwritten signature in black ink, appearing to read 'Richard Y. Uchida', with a long horizontal flourish extending to the right.

Richard Y. Uchida

RYU/sdg
Enclosures

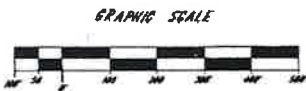
cc: Ronald F. Rodgers, Esquire
Catherine Provencher



*Approved 10/26/74
 Reg. L. Bradford
 Ch. In Planning Board*

SUBDIVISION
 PLAN OF LAND
ROLAND RAICHE
 LEE, N.H.
 SCALE AS SHOWN

APRIL 1972
 REVISED 01/18/74 (ADD LOT 1)
 REVISED 10/10/74 (CORRECT ACREAGE)
 REVISED 10/27/74 (STATUS OF
 TIBBETTS ROAD)



TOWN OF LEE, NEW HAMPSHIRE

7 Mast Road

Lee, New Hampshire 03824

DEPARTMENT OF
PUBLIC WORKS

TELEPHONE
603-659-6515

71 6 27 25 E 02

Book 4 Page 33 1854

Strafford County Records

Petition of Dexter Eaton and others for a new highway within the towns of Lee and Barrington. Beginning at the center of the south easterly terminus of the new road lately laid out by the selectmen of said Barrington by the dwelling houses of the widow Sarah James, John Tebbitts, John Sherburne, and others thence in a south easterly direction to the center of the old road commonly called the turnpike leading from Concord to Durham to land of John W. Hill in said Lee.

Layout- Beginning at the center of the south easterly terminus of the new road laid out by the selectmen of said Barrington described in said petition, thence S20³/₄'E 10 Rods to the division line betwix and the said towns of Lee and Barrington through land of said Caldwell, thence on the same course 32 Rods and 15 links through land of said Caldwell thence S7¹/₂'E 9 Rods and 10 links through land of said Caldwell thence the same course 64 Rods through land of John H. Hill T. the maple tree described in said petition thence on the same course 2 Rods to the center of Turnpike Road so called mentioned in said petition. The above described line to be the center or middle of said highway and the same highway to be 3 RODS WIDE. Damages to be paid by the town of Lee;
John W. Hill \$250.00; John Caldwell \$145.00
July 31, 1854

TOWN OF LEE, NEW HAMPSHIRE

7 Mast Road

Lee, New Hampshire 03824

DEPARTMENT OF
PUBLIC WORKS

TELEPHONE
603-659-6515

716 659 6515

Book 4 Page 33 1854

Strafford County Records

Petition of Dexter Eaton and others for a new highway within the towns of Lee and Barrington. Beginning at the center of the south easterly terminus of the new road lately laid out by the selectmen of said Barrington by the dwelling houses of the widow Sarah James, John Tebbitts, John Sherburne, and others thence in a south easterly direction to the center of the old road commonly called the turnpike leading from Concord to Durham to land of John W. Hill in said Lee.

Layout- Beginning at the center of the south easterly terminus of the new road laid out by the selectmen of said Barrington described in said petition, thence S20°3/4'E 10 Rods to the division line betwix and the said towns of Lee and Barrington through land of said Caldwell, thence on the same course 32 Rods and 15 links through land of said Caldwell thence S71°E 9 Rods and 10 links through land of said Caldwell thence the same course 64 Rods through land of John H. Hill to the maple tree described in said petition thence on the same course 2 Rods to the center of Turnpike Road so called mentioned in said petition. The above described line to be the center or middle of said highway and the same highway to be 3 RODS WIDE. Damages to be paid by the town of Lee; John W. Hill \$250.00; John Caldwell \$145.00
July 31, 1854

TOWN WARRANT.

THE STATE OF NEW HAMPSHIRE.

[L. s.]

To the Inhabitants of the Town of Lee, in the County of Strufford, in said State, qualified to vote in Town Affairs:

You are hereby notified to meet at Town house in said Lee, on Tuesday, the thirteenth day of March next, at ten of the clock in the forenoon, to act upon the following subjects:

1. To choose all necessary Town Officers for the year ensuing.
2. To raise such sums of money as may be necessary to defray Town charges for the ensuing year, and make appropriation for same.
3. To see what sum of money the Town will vote to raise and appropriate for the maintenance of highways.
4. To see what sum of money the Town will vote to raise and appropriate for the construction of the Trunk Line Highway.
5. To see what sum of money the Town will vote to raise and appropriate for the maintenance of State Aid Highways.
6. To see if the Town will vote to build a cement bridge with State Aid at Harvey's mills and raise and appropriate a sum of money therefor.
7. To see if the Town will vote to discontinue the old road near the residence of L. S. Fernald, leading from the Dover Road to the Durham line.

8. To see if the Town will vote to close (subject to gates and bars) the road leading from the Turnpike, near the residence of H. G. Hill to the Barrington line.

9. To see if the Town will vote to raise \$400 for the control of White Pine Blister Rust.

FRED C. YORK,
G. B. THOMPSON,
W. W. PLUMER,

Selectmen of Lee.

A true copy of Warrant—Attest:

FRED C. YORK,
G. B. THOMPSON,
W. W. PLUMER,

Selectmen of Lee.

No Record OF THE
TOWN MEETINGS VOTE HAS
EVER BEEN FOUND.

1975 + M.

the sum of \$10,000.00 to be deposited with Trustees of Trust Funds as Capital Reserve for meeting expenses attendant with RSA 128:78-94, banning open dump burning. Seconded by Mr. St. Jean. Since we have a one year reprieve on the dump problem, some thought we should skip this year's appropriation, particularly where there is presently over \$38,000.00 in the Fund. Others thought we might be facing huge sums to solve problems perhaps next year, and a little put aside each year is prudent. Again, alternatives to our present system were explained; regional incinerator, private truckers, etc. The motion was brought to a vote and carried.

Article 11. (Withdrawn under Article 4.)

Article 12. (Withdrawn under Article 4.)

Article 13. Mr. Bradshaw moved that the sum of \$622.38 be raised and appropriated for construction of Class V Highways under the provisions of TRA so-called. The State will contribute the sum of \$4,149.77. Seconded by Mr. Burke, and with no discussion, this motion was carried.

Article 14. Mrs. Jenkins moved that the Town raise and appropriate the sum of \$1,000.00 for the Lee Historical Society. Seconded by Mr. Allan. Mrs. Jenkins explained this money will be used for the Bicentennial Celebration, and there are supposed to be up to \$1,000.00 in matching funds available. There are three divisions in the Celebration. Heritage (dealing with our past), Festival (Parades, etc.), and Horizons (our future). Under Horizons, the Lee Historical Society hopes to complete the old freight house as a Museum for the Town of Lee. Mr. Hunter spoke on the article. Motion to raise and appropriate the sum of \$1,000.00 for Lee's Bicentennial Celebration was carried.

(Article 15 was taken after Article 4.)

Article 16. Mrs. St. Jean moved to amend Article 16. At this time Mr. Sackett stepped down and Mr. Nugent, pre-

viously sworn as Deputy Moderator, took over the Chair. There was a lively and lengthy discussion of the Municipal Budget Act and how it would affect the Town. Mr. Sackett spoke against this Budget Act as being too restraining. Mr. Bradshaw spoke of the present difficulty of closing the books, preparing the budget, posting the Warrant, getting the Town Reports to the printer in time, etc., where Town Meeting comes one week earlier than in previous years. It would be necessary for a Municipal Budget Committee to hold all their hearings within this limited time. Mrs. St. Jean moved her amendment as follows: To rescind present Article 16, and to set up a committee not empowered under the Municipal Budget Act, Said committee to be appointed by the Moderator; size and composition to be determined by the Moderator. Seconded by Mr. Sackett. Motion to amend was carried, and the amended motion was carried. Mr. Nugent then returned the Chair to Mr. Sackett.

Article 17. Mr. Federer moved that we pass over this Article. Seconded by several voices, motion to pass over was carried. (This Article dealt with adding some more Scenic Roads.)

Article 18. Mr. Jenkins moved that the Town vote to discontinue and make subject to gates and bars, the highways described as follows:

1. *High Road.* That portion beginning 150 feet beyond the footings of the present Francis Pond house to the Nottingham town line.
2. *Birch Hill Road.* That portion beginning 100 feet beyond the present Andrew house to the Epping town line.
3. *Sheep Road.* That portion beginning 50 feet beyond the footings of the old Edgar Hobby house to the junction of Steppingstone Road.
4. *Demerit Road.* That portion from the junction of 155

to the edge of the existing road (Demerritt Road) leading to John and Ida Randall.

5. *Cherry Lane*. That portion beginning at the driveway as it now exists to Raymond Miner house to the Madbury Town Line.

6. *Tibbetts Road*. That portion of the road from Route 4 (Concord Turnpike) to the Barrington town line and running behind the Hill Farm, so-called.

Seconded by Mr. Nugent. In discussing this motion Mr. Jenkins pointed out that if we close these three or four miles of road, the Town will lose an estimated \$1,500.00 in Subsidy money as Mr. Stevens sprays and tends them at least once every five years. The way it stands now, any owner or abutter may petition the Selectmen to open and maintain them. Last year the Planning Board was pressured by developers for some of these areas in the Town. If closed subject to gates and bars, they are still owned by the Town but no longer maintained. You may use them, but at your own risk. The Town retains the use of these roads, and if it so wishes in the future, can reopen them. Any owner or abutter if he so wishes, may apply to the Selectmen to have them reopened. The Selectmen may reopen them, providing the petitioner assumes responsibility of maintaining the road and gates and bars at their own expense. Mr. Hatch moved to amend that all reference to the Sheep Road be deleted from this motion. Mr. Van Osdoll seconded that, and motion to amend was carried. The amended motion, to close those portions of High Road, Birch Hill Road, Demerritt Road, Cherry Lane and the Tibbetts Road as spelled out in the original motion was carried.

Article 19. (To see what action the Town wishes to take regarding the publication of the Gross Valuation in the Town Report.) Mrs. St. Jean moved that no action be taken on this Article. Seconded by Mr. Nugent. Mrs. St. Jean stated she wished to be able to compare her assessed

valuation to others. Mr. Nugent stated that not only is the Inventory of Property Assessment open to view, but the Property Cards held in the Selectmen's office as well. Motion to take no action was carried.

Article 20. Mr. Wellington moved that the Town raise and appropriate the sum of \$1,100.00 for the Durham Ambulance Corp. Seconded by Mr. Stoakes, motion was carried.

Article 21. Mrs. Booth moved that the sum of \$750.00 be raised and appropriated for the Oyster River Home Health Association. Seconded by Mr. Boyd, motion was carried.

Article 22. Mr. Chadbourn moved that the Town raise and appropriate the sum of \$50.00 for the Seacoast Regional Development Association. Seconded by Miss Dudley. When asked, Mr. Chadbourn explained that this Association advertises for the region. Motion was defeated.

Article 23. Mr. Chadbourn moved that \$1,050.00 be raised and appropriated for the Strafford Regional Planning Commission. Seconded by Mr. Nugent. Mr. Chadbourn explained that this assessment came after the Warrant had been posted (asking for \$950). He spoke of the services offered by this commission. Help with tax maps, planning and zoning, development, etc. Mr. St. Jean wondered why this Association wasn't utilized more. When asked if this was worth \$1,050.00 to the Town Mr. Chadbourn explained the Federal Funding comes into the region thru their efforts. They get Federal Aid and Grants for Towns. Move to raise the sum of \$1,050.00 was carried.

Article 24. Mr. Hurley moved that the sum of \$900.00 be raised and appropriated for the Oyster River Youth Association. Seconded by Mr. Federer. Mr. Hurley spoke to the Article and said that Durham and Madbury vote a proportionate share. This money goes to reduce registration

CE MORGAN HOLDINGS LLC

UNH PREMISES



Google 1 Concord Rd



CHAPTER 4:

DISCONTINUANCE OF HIGHWAYS

The Law Favoring Highway Continuance

A well-established principle of law is that public highways should be preserved; once public rights of way are established, the rights of the public should last indefinitely, unless a formal public decision is made to discontinue them. Blagbrough Family Realty Trust v. A & T Forest Products, Inc., 155 N.H. 29 (2007).

This chapter will cover the discontinuance of local highways. On the issue of state highway discontinuance, see Chapter 3. The Class VI designation itself reflects this policy by allowing a highway to remain in existence, even though there is no present public need to maintain it. For more information on Class VI highways, see Chapter 8. Two other legal rules also reflect this “highway conservation” policy.

Highways Cannot Be Lost By Adverse Possession

Although an owner of private property can lose it by 20 years of adverse possession by others (the principle sometimes called “squatter’s rights”), this doctrine does not apply to public property, including highways. RSA 477:33 and :34. In Williams v. Babcock, 116 N.H. 819 (1976), the Court held that once a road had been established by 20 years of public use (by prescription), its status was not changed by the fact that an abutting property owner subsequently barricaded it for more than 20 years. Thus, public rights, once acquired by prescription, cannot be lost by prescription. RSA 236:30 specifically provides that no person may acquire rights, as against the public, by enclosing or occupying any part of a highway for any length of time. See also Windham v. Jubinville, 92 N.H. 102 (1942).

The Presumption against Discontinuance

Because the law recognizes a presumption against discontinuance, proving a discontinuance is a difficult proposition. In Davenhall v. Cameron, 116 N.H. 695, 697 (1976), the Court wrote: “Highway discontinuance is not favored in the law...and the burden is upon the party who asserts discontinuance to prove it by clear and satisfactory evidence.” In the Davenhall case, there was circumstantial evidence that the road had ceased being used by the public, and certain deeds referred to the road as “old” or

“discontinued,” but this evidence was not sufficient to prove a discontinuance, in the absence of a formal vote of the town.

The mere fact that a highway has been physically abandoned or that trees have been allowed to grow in the right of way has never been held to constitute a termination of the highway. Gill v. Gerrato, 154 N.H. 36 (2006); Thompson v. Major, 58 N.H. 242 (1878). As the law stands today, the only legal consequence of nonuse and nonmaintenance (aside from potential liability for insufficiencies, see RSA 231:45-a) is to convert the highway to Class VI, and not to discontinue it. RSA 229:5, VII; Glick v. Town of Ossipee, 130 N.H. 643 (1988).

Complete Discontinuance

Procedure

★ The complete discontinuance of a local highway (Class IV, V, or VI) requires a clear vote of the legislative body. RSA 231:43. In most towns, that means a vote of town meeting upon an article properly inserted in the warrant of the meeting, by the select board or by petition. In charter towns, either the town council or town meeting must vote to discontinue, depending on what the charter provides, and in cities, a vote must be taken by the city council or mayor/board of aldermen, as appropriate. Action by the select board as the governing body is never sufficient to discontinue a public highway once it has been created. Marrone v. Hampton, 123 N.H. 729 (1983). The best evidence of a past discontinuance is a vote recorded by the clerk in the town report. Blagbrough Family Realty Trust v. A & T Forest Products, Inc., 155 N.H. 29 (2007).

Be aware that prior to 1945 the law required permission from a court, as well as the town vote, before certain highways could be discontinued. See New London v. Davis, 73 N.H. 72 (1904); Williams v. Babcock, 121 N.H. 185 (1981). This is no longer required. Presently, the only time a discontinuance requires court permission is when proceedings are pending in court against the town for neglect or refusal to lay out or repair that same highway. RSA 231:47. This historical perspective becomes important when researching the status of older roads.

★ Before a town may vote to discontinue a highway, written notice must be given to “all owners of property abutting such highway, at least 14 days prior to the vote of the town.” RSA 231:43, II. Obviously, the select board will not know in advance whether the warrant article will pass, so notice must be given any time there is an article in the warrant calling for a highway discontinuance, regardless of how unlikely it is that the article will pass. Since the statute requires written notice to be sent to all abutting property owners, the best practice will be to research the registry of deeds immediately prior to sending out the notices to ensure that the town has an accurate abutters list. Notice must be given by “verified mail,” defined as “any method of mailing that is offered by the United States Postal Service or any other carrier, and which provides evidence of mailing.” RSA 231:43, II, citing RSA 451-C:1, VII. The municipality pays the cost of notice except when the warrant article is petitioned; in that case, the petitioners pay the cost. RSA 231:43, II.

Whenever a town votes to discontinue a highway that joins a highway in another town, the select board must notify the select board of that adjoining town, by registered mail within 15 days of the vote, that such discontinuance has taken place. RSA 231:44.

When drafting a warrant article to discontinue a highway, it is best to use phrases like “discontinue completely” or “discontinue absolutely.” Never use words like “abandon,” “close,” “throw up,” etc., because these words are not in the statute, and years from now there will be confusion over the intent of the warrant article. In fact, given the presumption against discontinuance, these other words are unlikely to achieve a complete discontinuance.

In New London v. Davis, 73 N.H. 72 (1904), the New Hampshire Supreme Court upheld a discontinuance that was conditioned upon a new highway being built. On the other hand, in Cheshire Turnpike v. Stevens, 10 N.H. 133 (1839), the Court ruled that a town could not discontinue a road while reserving the right to reopen it (although today this same result could be accomplished by making the highway Class VI). In Grossman v. Dunbarton, 118 N.H. 519 (1978), an old discontinuance vote where the voters clearly intended, as a condition, to create a private way, was held to be an unconditional discontinuance. Therefore, the best approach is to either completely discontinue a highway or discontinue it subject to gates and bars. Do only one or the other, without conditions. Placing conditions on the discontinuance creates too great a legal risk that either the conditions will be declared invalid or that the discontinuance itself will be declared invalid.

The Effect of a Complete Discontinuance

Title

If a highway is completely discontinued, all town responsibility ends and the public right of way ceases to exist. RSA 231:50. The right to use and possession returns to whomever owns title, which is presumed to be the highway’s abutters (see Chapter 1), but subject to whatever private easements might exist (also discussed in Chapter 1). Towns may not discontinue a highway but reserve a right to open it again later. It is either a public road or it is not. If the road must be recreated in the future, one of the methods of creation allowed by RSA 229:1 must be used. In addition, a discontinued highway does not become a “private road” for the purpose of RSA 674:41, which would allow a building permit to be issued in the future. Russell Forest Management, LLC v. Henniker, 162 N.H. 141 (2011). See Chapter 7 for more information on RSA 674:41.

Sheris v. Morton, 111 N.H. 66 (1971) stands for the proposition that when a town votes to discontinue a highway, the town relinquishes all interests in the right of way, and the abutters are relieved of the burden of the public rights across the land. But that case did not involve a highway where the town had taken a deed purporting to convey the underlying land. Case law (see Chapter 1) supports the idea that ownership status is separate from highway status. That would mean that where the town took a fee simple deed when the road was accepted, the town would continue to own the land in fee simple even after the highway is completely discontinued. There is no New Hampshire Supreme Court

decision on point, and there is certainly room to argue that some particular vote of discontinuance also incorporated an intent to relinquish title.

When the town has taken fee simple title, it is a good idea to address the title issue as part of the vote to discontinue. If the town does not intend to relinquish ownership, the warrant article should recite the source of title and should state that title is not being relinquished by virtue of discontinuing the road. If the town does intend to relinquish title, include with the vote a specific authorization for the town's interest to be deeded to the abutters or other intended party. Neville v. Highfields Farm, 144 N.H. 419, 427 (1999) (involving clarity of a town meeting vote regarding a change in location of a public highway).

Possibility of Private Easements: The Owner Consent Law

As discussed in Chapter 2, where a roadway is shown on a subdivision plat as the only access to lots, owners of those lots have an implied private easement over the road, including the private right to maintain the entire length of the road for public access to their lots. This is true even when such roads had, at one time, been public highways. These private easements preclude full use and possession by the underlying fee interest owner. Duchesnaye v. Silva, 118 N.H. 728 (1978), and cases cited therein. These easements can be extinguished by a deed from the owner of the right that is recorded at the Registry of Deeds.

Even where no plat exists, RSA 231:43, III provides that "no owner of land shall, without the owner's written consent, be deprived of access over such [discontinued] highway, at such owner's own risk." On its face, this language seems to apply to all landowners, not merely those with no other access. An earlier version of the statute, effective from 1943 to 1945, was limited to otherwise landlocked lots. 1943 N.H. Laws Chapter 68:2. Therefore, in those cases where towns have not obtained written consent from landowners to give up the right of access, any highway discontinued since 1949 is subject to private rights of way in favor of all abutting landowners.

Utility Easements Preserved

After 1992, whenever a street or highway is discontinued, any licenses that have been granted under RSA 231:159 through :182 for sewers, drains, pipes, power lines, etc. (see Chapter 13), are preserved as easements encumbering the underlying land, as long as they remain in active use. A town or city may discontinue them, but the intent to do so must be explicitly stated in the vote to discontinue the highway, or in some later vote. RSA 231:46; see RSA 230:58-a relative to state highways. By contrast, before 1992 a municipality had to explicitly reserve utility easements, as part of the discontinuance vote, in order for them to survive the discontinuance.

Discontinuance Subject to Gates and Bars

RSA 231:45 allows any Class IV, V, or VI highway to be "discontinued as an open highway and made subject to gates and bars, by vote of the town." The ability to do this became effective in 1903 (1903

Laws of New Hampshire Chapter 14), even before the classification system used today (including the Class VI category) became effective in 1945. Today, the word “discontinued” in this context is really a misnomer. When a highway is discontinued and made subject to gates and bars, the only thing that is actually “discontinued” is the town’s obligation to maintain the highway. RSA 231:50. It is otherwise a Class VI highway subject to public use. See Chapter 8 on the meaning of “gates and bars.”

There is no statutory duty to notify abutters in the case of a discontinuance subject to gates and bars, unless that requirement can be inferred from RSA 231:43. Nevertheless, it is highly recommended that some sort of notice be given to affected landowners since their right to appeal might be extended beyond the statutorily established six-month period following the vote.

RSA 231:45 further provides that a highway that is discontinued subject to gates and bars “shall not have the status of a publicly approved street.” The New Hampshire Supreme Court made clear in Metzger v. Brentwood, 115 N.H. 287 (1975) that this language means only that the road is not publicly approved for zoning purposes. See also Russell Forest Management, LLC v. Henniker, 162 N.H. 141 (2011). In most other respects, however, the road remains a full public highway. King v. Lyme, 126 N.H. 279 (1985).

In Stevens v. Goshen, 141 N.H. 219 (1996), the Court addressed the effect of a vote to discontinue subject to gates and bars when the road at issue had already lapsed to Class VI status. The Court held that such a vote might still entitle an owner to damages if the owner could show that his or her land value would be affected by the realistic possibility that gates or bars would be installed. The Court wrote, “Gates and bars could prove a significant inconvenience to a landowner who must open and close several of them before arriving at his or her property.” In rendering its decision, the Court made a finding that there are two kinds of Class VI highways: those that become Class VI due to nonmaintenance (lapse) and those that are discontinued subject to gates and bars. Highways in the former category were held not to be subject to gates and bars. Three years after the Stevens decision, the legislature addressed the same issue when it enacted RSA 231:21-a. Pursuant to that statute, all Class VI highways are deemed subject to gates and bars, regardless of how Class VI status was attained. In this respect, the statute supersedes the Stevens decision.

In addition to complete highway discontinuance and discontinuance subject to gates and bars, the option also exists to discontinue a road as a highway and convert it to a trail. RSA Chapter 231-A. That option is discussed in Chapter 9.

Appeals of Discontinuance Decisions

Procedure and Standing

Any person or other town aggrieved by the discontinuance of a highway or by a discontinuance subject to gates and bars may appeal the decision to the superior court within six months of the town vote. RSA 231:48. The party appealing must, after filing with the court clerk, serve the court’s summons

and a copy of the petition upon the town by giving them to or leaving at the places of abode of one of the select board members and the town clerk, as well as to the owners of land abutting the road. The court's summons will include a deadline for the service of this notice. Each party who is notified may become a party to the appeal by filing an appearance with the court. However, the effect of this service is that those served cannot then file their own separate appeals of the same discontinuance. The appeal then proceeds in the same manner as an appeal of a highway layout. RSA 231:48.

Statutes of limitation are strictly construed in New Hampshire. In Wolf Investments, Inc. v. Brookfield, 129 N.H. 303 (1987), the Court suggested (albeit not very strongly) that the six-month appeal period might be extended if an owner, exercising reasonable diligence, could not find out about the discontinuance until after the appeals period had run. Today, this problem is partly addressed by the notice requirement in RSA 231:43, but that statute arguably does not govern a discontinuance subject to gates and bars. The statute also does not require notice to other individuals who are not abutters but, nonetheless, may be "aggrieved" by the vote.

In L & L Portsmouth Theatres, Inc. v. Portsmouth, 117 N.H. 347 (1977), the Court addressed the question of who has standing to appeal a discontinuance. The Court ruled that an owner whose land abutted the road in question, but did not directly abut the section being discontinued, nonetheless had standing to challenge it. This case would suggest that standing in discontinuance cases is similar to standing in zoning appeals: Anyone who can demonstrate an effect on property value is able to appeal, regardless of whether the person is an abutter.

Questioning the Discontinuance Decision

If another municipality takes the appeal, it must show that the "aggrieved town's interest in maintaining the highway is greater than the burden that maintenance of the road would impose on the town that voted to discontinue the road." Hinsdale v. Chesterfield, 153 N.H. 70 (2005).

In the L & L Portsmouth Theatres case, the Court found that the question of whether a road should be discontinued is distinguishable from the question of whether the plaintiff would be entitled to damages.

In some older cases, the mere desire of a town to rid itself of a maintenance burden was held to be an adequate reason for discontinuing a road. Marlboro's Petition, 46 N.H. 494 (1866); Tuftonboro v. Fox, 58 N.H. 416 (1878). The construction of a new highway, rendering the old one unnecessary, was also held sufficient to support a discontinuance. New London v. Davis, 73 N.H. 72 (1904). However, in 2005, the New Hampshire Supreme Court overturned the Town of Chesterfield's vote to discontinue a portion of a road that continued into the Town of Hinsdale. Hinsdale v. Chesterfield, 153 N.H. 70 (2005). In this case, the evidence showed clearly that Chesterfield's motivation for discontinuance (here, discontinuance subject to gates and bars but with a locked bar, which the Court did not address) was simply to eliminate the traffic to and from Hinsdale because it bothered the abutters. Maintenance of that portion of the highway presented only a "minimal" cost, while the burden of discontinuance on the residents of Hinsdale was significant.

Damages and Discontinuance of Class V Highways

Any person damaged by the discontinuance of a highway, or by the discontinuance of a highway made subject to gates and bars, may petition the superior court for an assessment of damages. The petition must be filed within six months of the vote to discontinue, and a petition may not be filed if an appeal already has been taken under RSA 231:48. Thus, the remedies available to a person following a discontinuance are a challenge to the discontinuance itself under RSA 231:48 and a claim for damages under RSA 231:49. "To the extent that [the plaintiff] is specially damaged, as opposed to suffering harm similar to that sustained by the public in general, he can recover for the destruction or impairment of the right of access." Wolfe v. Windham, 114 N.H. 695, 697 (1974). The Wolfe case also stands for the proposition that if an owner has any alternative access to the system of public highways, the right of access remains unimpaired and damages are not due.

In Cram v. Laconia, 71 N.H. 41 (1901), the Court ruled that an owner is not entitled to damages just because access to the property is less convenient. These are not "special damages."

Two later cases, however, gave rise to the possibility of damages in those situations where the alternative access was not "reasonable." State v. Shanahan, 118 N.H. 525 (1978) involved the installation of curbing that limited direct access for customers from the street. The other access to the property was far less convenient. The Court, instead of finding that any alternative access was enough to defeat a damages claim, remanded the case to the trial court for a determination of whether the value of the property was "substantially diminished" because of the change in access. The Court wrote: "[W]hat might be considered a merely inconvenient or circuitous alternative means of access for one landowner might be an unreasonable alternative for another.... To be compensable, the damages must be substantial and amount to severe interferences which are tantamount to deprivations of use or enjoyment of property." The same rule was applied in Orcutt v. Richmond, 128 N.H. 552 (1986). The petitioner's land, whose only use was for timber management, had access by way of two Class V highways, only one of which was discontinued. Because of the topography of the property, she claimed that she could not remove timber from a large part of the land via the remaining road. The town's position (based on the Wolfe case) was that any alternative access was sufficient. The Court refused to dismiss the case, holding that the test was whether the remaining access was "reasonable" in light of the existing use of the land.

Discontinuance of Class VI Highway: Damages?

The complete discontinuance of a Class VI highway also entitles the owner to request damages (in the same manner as the discontinuance of a maintained highway). RSA 231:48 and :49. To date, there have been no cases on what the measure of damages would be in that situation. Since an owner retains a right of access over the discontinued highway at the owner's own risk pursuant to RSA 231:43, damages should probably be nominal at best. For such owners, the discontinuance of a Class VI highway results in an unmaintained road to be used at the owner's own risk, and this is what the owner had prior to the discontinuance. See Chapter 9 for a discussion regarding the discontinuance of trails.

Summary: Good Discontinuance Policies

For all the same reasons that highway continuance is favored in the law, it is probably best to avoid complete discontinuances of highways unless absolutely necessary. It is often the case that the public right of way will be useful in the future. The only time complete discontinuance should be considered is when there is some specific alternative use in mind for the land, perhaps a civic center, library, or an industrial complex planned by the only owner served by the highway.

If the only goal is to save on town maintenance costs, consider discontinuing the highway subject to gates and bars instead. That is the purpose of the Class VI classification, and the right of way will be preserved for future use, if necessary. Some municipal officials are hesitant about Class VI status because they are concerned it will create liability. On the contrary, municipalities enjoy significant statutory protections against liability and maintenance for Class VI roads. See Chapters 6 and 8.

One thing Class VI status does not accomplish is prevention of development. However, complete discontinuance of a highway will not necessarily stop development either. The only way to control development, within the limits of the law, is through the proper use of zoning and planning regulations.

Other items for a local road discontinuance policy checklist:

- Make sure that the legislative body vote unambiguously and unconditionally qualifies as either a complete and absolute discontinuance or a discontinuance subject to gates and bars (or discontinuance by conversion to a trail).
- Make sure all landowners are notified of the discontinuance in advance so there will be a definite starting point for the six-month period in which to appeal or request damages. Contact owners and settle on damage amounts (or waiver of damages) in advance, to avoid surprises, and so that the total cost to the town will be known by the legislative body voting on the discontinuance.
- If there is any reason to believe the town holds title to the property, clarify at the time of discontinuance whether the town wants to retain title. If not, the legislative body should consider authorizing the execution of quitclaim deeds to abutters.
- If another use of the land is intended (for example, a public building), obtain the written consent of all abutting owners to waive the private access rights reserved under RSA 231:43. If they will not agree, those rights may need to be taken by eminent domain.



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

Office Use Only

Meeting Date: September 14, 2015

Agenda Item No. 4

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
9/14/2015

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: Town Administrator

Description: Durham/ReVision Energy are now proposing to enter into a 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 that is initially based on the Town's current tax rate of \$5.19 and the estimated cost of construction of \$1.890 mil, with a 5% straight line depreciation over 20 years.

Financial Details: \$102,995 cumulative over 20 years

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

TOWN OF DURHAM
PACKERS FALLS SOLAR ARRAY
PROPOSED PILOT

Valuation at Replacement Cost, Using 5% Straightline Depreciation over 20 Years

Initial Construction \$ 1,890,000
SL Depreciation 5%
Depreciation Period 20
Municipal Tax Rate 0.00519

Year	1	2	3	4	5
Valuation	\$ 1,890,000	\$ 1,795,500	\$ 1,701,000	\$ 1,606,500	\$ 1,512,000
PILOT	\$ 9,809.10	\$ 9,318.65	\$ 8,828.19	\$ 8,337.74	\$ 7,847.28

Cumulative PILOT
20 yrs \$ 9,809.10 \$ 19,127.75 \$ 27,955.94 \$ 36,293.67 \$ 44,140.95
\$102,995.55

6	7	8	9	10
\$ 1,417,500	\$ 1,323,000	\$ 1,228,500	\$ 1,134,000	\$ 1,039,500
\$ 7,356.83	\$ 6,866.37	\$ 6,375.92	\$ 5,885.46	\$ 5,395.01

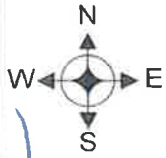
\$ 51,497.78 \$ 58,364.15 \$ 64,740.06 \$ 70,625.52 \$ 76,020.53

11	12	13	14	15
\$ 945,000	\$ 850,500	\$ 756,000	\$ 661,500	\$ 567,000
\$ 4,904.55	\$ 4,414.10	\$ 3,923.64	\$ 3,433.19	\$ 2,942.73

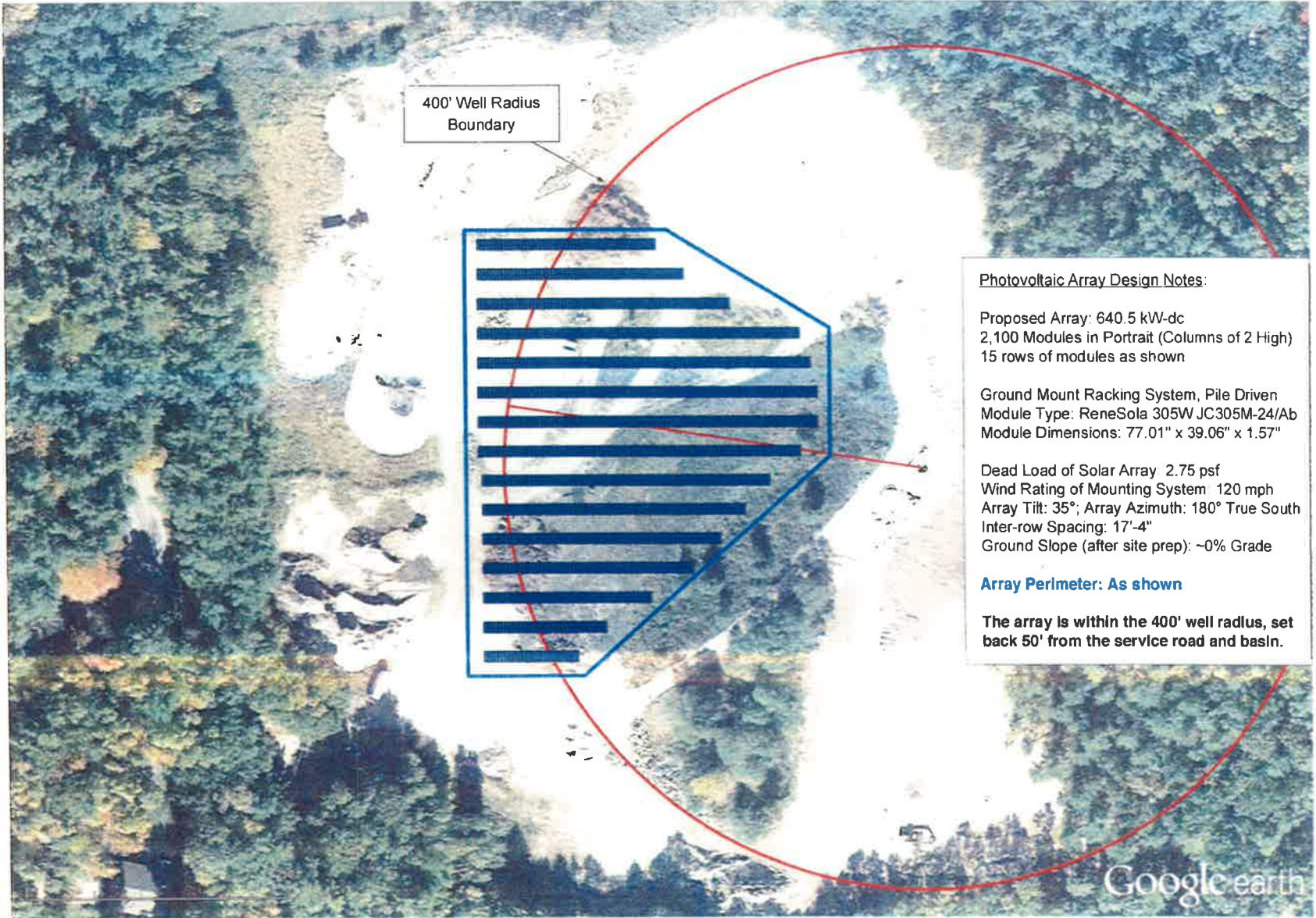
\$ 80,925.08 \$ 85,339.17 \$ 89,262.81 \$ 92,696.00 \$ 95,638.73

16	17	18	19	20
\$ 472,500	\$ 378,000	\$ 283,500	\$ 189,000	\$ 94,500
\$ 2,452.28	\$ 1,961.82	\$ 1,471.37	\$ 980.91	\$ 490.46

\$ 98,091.00 \$ 100,052.82 \$ 101,524.19 \$ 102,505.10 \$ 102,995.55



5/27/15



400' Well Radius Boundary

Photovoltaic Array Design Notes:

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

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

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

Array Perimeter: As shown

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



142 Presumpscot Street
 Portland, ME 04103

640.5 kW Solar Photovoltaic System – Site Map

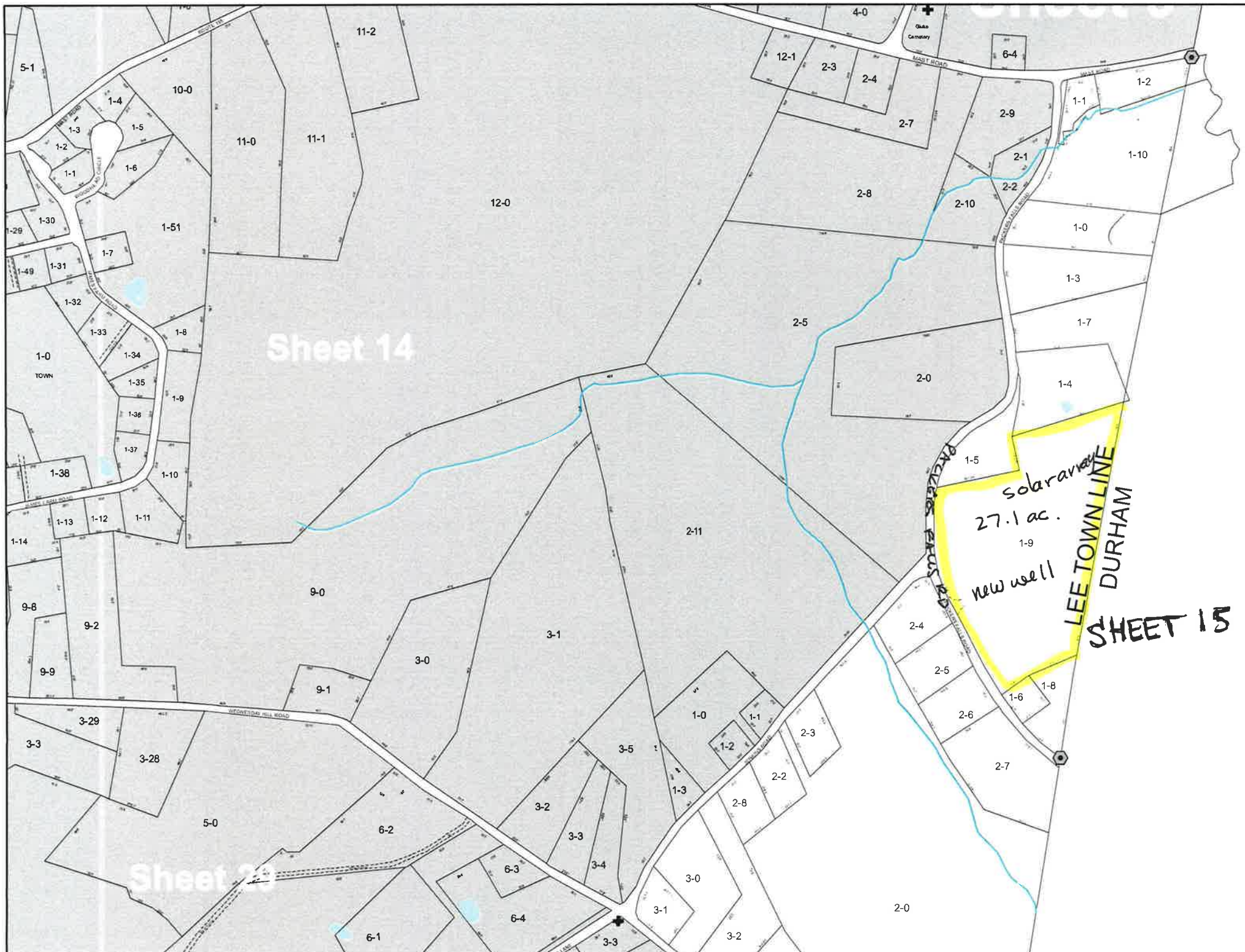
Durham Gravel Pit
 Packers Falls Rd, Lee NH

DATE	DRAWN BY	PAGE	DWG#	Rev
4/30/2015	L Broszek	1 of 1	1	0

OWNER INFORMATION	SALES HISTORY	PICTURE																		
DURHAM, TOWN OF ATTN: KAREN EDWARDS 15 NEWMARKET ROAD DURHAM, NH 03824	<table border="1"> <thead> <tr> <th>Date</th> <th>Book</th> <th>Page</th> <th>Type</th> <th>Price</th> <th>Grantor</th> </tr> </thead> <tbody> <tr> <td>10/28/2004</td> <td>3090</td> <td>119</td> <td>U V 45</td> <td></td> <td>EILEEN WONG TRUST</td> </tr> <tr> <td>05/26/1982</td> <td>1080</td> <td>468</td> <td>Q V</td> <td></td> <td>1 SEE DEED</td> </tr> </tbody> </table>	Date	Book	Page	Type	Price	Grantor	10/28/2004	3090	119	U V 45		EILEEN WONG TRUST	05/26/1982	1080	468	Q V		1 SEE DEED	
	Date	Book	Page	Type	Price	Grantor														
10/28/2004	3090	119	U V 45		EILEEN WONG TRUST															
05/26/1982	1080	468	Q V		1 SEE DEED															
<table border="1"> <thead> <tr> <th>LISTING HISTORY</th> <th>NOTES</th> </tr> </thead> <tbody> <tr> <td> 09/15/10 JS 1/4 - EXT 08/07/03 ALHR 08/01/02 JDRL 08/04/87 KN </td> <td> VACANT; GRANDFATHERED GRAVEL PIT; 2000 BOUNDARY LOT ADJ APPROVED; ELEC SUBSTATION ON LOT; 09-10 N/C </td> </tr> </tbody> </table>	LISTING HISTORY	NOTES	09/15/10 JS 1/4 - EXT 08/07/03 ALHR 08/01/02 JDRL 08/04/87 KN	VACANT; GRANDFATHERED GRAVEL PIT; 2000 BOUNDARY LOT ADJ APPROVED; ELEC SUBSTATION ON LOT; 09-10 N/C																
LISTING HISTORY	NOTES																			
09/15/10 JS 1/4 - EXT 08/07/03 ALHR 08/01/02 JDRL 08/04/87 KN	VACANT; GRANDFATHERED GRAVEL PIT; 2000 BOUNDARY LOT ADJ APPROVED; ELEC SUBSTATION ON LOT; 09-10 N/C																			

EXTRA FEATURES VALUATION							MUNICIPAL SOFTWARE BY AVITAR			
Feature Type	Units	Lngh	x Width	Size Adj	Rate	Cond	Market Value	Notes		
									LEE ASSESSING OFFICE	
									PARCEL TOTAL TAXABLE VALUE	
	Year	Building	Features	Land						
	2013	\$ 0	\$ 0	\$ 167,300						
			Parcel Total:	\$ 167,300						
	2014	\$ 0	\$ 0	\$ 167,300						
			Parcel Total:	\$ 167,300						
	2015	\$ 0	\$ 0	\$ 167,300						
			Parcel Total:	\$ 167,300						

LAND VALUATION													
Zone: RES Minimum Acreage: 1.95 Minimum Frontage: 250					Site:			Driveway:		Road:			
Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R Tax Value	Notes
EXEMPT-STATE	1.950 ac	80,000	G	120	100	100	100		90	86,400	0	N 86,400	UND/CLR
EXEMPT-STATE	11.870 ac	x 4,000	X	92					90	39,300	0	N 39,300	
EXEMPT-STATE	12.300 ac	x 4,000	X	92					90	40,700	0	N 40,700	
EXEMPT-STATE	1.000 ac	x 4,000	X	92					25	900	0	N 900	
	27.120 ac									167,300		167,300	



Sheet 14

Sheet 15

SOLARWAY
27.1 ac.
New well

LEE TOWN LINE
DURHAM

SHEET 15

Quail Cemetery

MOST RICH

SOLARWAY RD

WINDY HILL ROAD

WINDY HILL ROAD

TOWN

Residents should feel free to speak with a member of the Town Council or Administrator Selig (tselig@ci.durham.nh.us) about what being a Town Councilor entails.

At this time, we have received two applications for the opening.



Durham's first charging station was installed and activated today and is ready to be used!
Courtesy Charles Forcey

DURHAM CELEBRATES NATIONAL DRIVE ELECTRIC WEEK: Test drive the newest EVs on the market at this free event, hosted by the Town of Durham

The event will take place at the Pettee Brook Municipal Lot, Pettee Brook Lane, Durham on Sunday, September 20, 2015 from 12:00 Noon to 4:00 PM. Free parking on Sundays.

A special Ribbon Cutting Ceremony will be held for the Town's new Electric Vehicle Charging Station Ribbon Cutting at 1:00 PM.

To read the various news items regarding the upcoming event and the new charging station, click on the links provided below.

Fosters: [Durham to Celebrate "Drive Electric Week"](#)

Union Leader: [Electric Vehicles Finding Favor, Power](#)

Fosters: [Town Gets Second Electric Car Charging Station](#)

NHPR: [Durham to Add Electric Car Charging Station](#)

DURHAM'S EFFORTS LOCATE A 640 KW DC SOLAR ARRAY IN ITS GRAVEL PIT ON PACKERS FALLS ROAD IN LEE - Update on Discussions with the Town of Lee

As reported in the past, the NH Public Utilities Commission (PUC) chose to fund Durham/ReVision Energy's proposal to install a 640 kW DC grid-tied solar photovoltaic project at the Packers Falls Road gravel pit located in Lee.

The grant award amount of \$501,000 would be funded with monies from the NH Renewable Energy Fund. Approval of the Grant Agreement by Governor Hassan and the Executive Council was granted on June 24, 2015 by a narrow vote of 3-2.

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

There are several important obstacles to overcome associated with the project.

First, while Durham's Energy Committee has done the initial groundwork on this effort, the Administrator's Office, in conjunction with several members of our Town Council and staff, are now vetting the financials and PPA details to evaluate whether the project will make financial sense for Durham and that the risks associated with undertaking it are acceptable for the community. More work is to be done in this area.

Second, the array that has been approved by the PUC will produce approximately 10% more electrical generation than Durham (excluding our wastewater electrical load) can absorb at this time. This creates an opportunity for Durham to partner with the Town of Lee, the Oyster River Cooperative School District, or the University of New Hampshire in offsetting some of a partner governmental entity's electrical load through renewable sources at the gravel pit.

As the array would be located in Lee, the Town of Durham initially offered the Town of Lee the opportunity to take advantage of this excess load for at least 6 years or for so long as the Town of Durham continues to purchase power through a Power Purchase Agreement with IGS Generation, the owner of the array.

The Town of Lee, however, obtains most of its energy from NH Electric Coop, versus Eversource where Durham obtains its power, and as such Lee cannot participate in this way because all accounts must be Eversource accounts (as a result of Eversource being Durham's default electric provider).

Durham has subsequently approached the ORCSD and there is initial interest on the part of the School District in evaluating this further. According to Superintendent Morse, if the School District participated in the project, it would likely become an active educational exhibit and focus of study for Oyster River School District students at the middle/high school level.

Due to the Federal tax incentives without which this project would be infeasible, it is not possible for Durham to purchase the array until year 7 of the PPA. If Durham does not purchase the array, the term of the PPA would be for 20 years with two optional 5-year extensions.

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

State law allows for a Town and a taxpayer, in this case the Town of Lee and Durham's PPA partner -- IGS Generation -- to voluntarily enter into a payment in lieu of taxes for renewable generation facilities per RSA 72:74. Given the Town of Durham's overt goals in achieving net neutrality as described above, and the fact that if Durham had to pay property taxes on the solar array in pass through costs as part of the electrical rate structure the project would not be financially feasible and we would be unable to move forward with the effort, Durham requested that the Town of Lee consider entering into such a payment in lieu of taxes (PILOT) arrangement with IGS Generation for the sum of \$1 or some other arrangement.

After thoughtful deliberation this past Monday evening, August 31st, the Lee Board of Selectmen by a vote of 3-0 felt that the project should pay the full Town of Lee tax rate (approximately \$60,000 - \$70,000 per year on an approx. \$1.8 million facility). While not what Durham had hoped, this decision on the part of the Selectmen in Lee is fair and reasonable.

There is little precedent in NH municipalities for how to tax such PPA arrangements, there are few PILOT examples for such facilities, little information exists concerning what tax structure will allow solar projects to actually be financially viable, and any Town, including Durham, would have to be very careful in setting precedents for one taxpayer as future taxpayers will undoubtedly and very appropriately want the same treatment. At the same time, at the full tax rate, the project simply cannot move forward. This would mean that there would be no additional tax revenue for Lee because the project would not be built.

Following the vote of the Board of Selectmen's on Monday evening, there has been a great deal of discussion amongst members of the Durham Energy Committee (who met Tuesday evening), ReVision Energy, and Mr. Selig about whether the project can proceed.

This has led Mr. Selig to reach out to the Lee Town Administrator to determine whether there would be any opportunity to revisit the issue of taxation/a PILOT agreement in Lee if the private project partners were able to make an annual payment to the Town of Lee equal to the municipal portion of the Lee tax rate for so long as a PPA was in effect, a sum equal to approximately \$10,000 per year in 2016.

The project would also pay approximately \$10,000 in initial building permit fees to the Town of Lee.

It is important to stress that the Town of Lee has been patient and fair with the Town of Durham from the start. Due to Durham unexpectedly being awarded the NHPUC grant this summer (and then informed by the NHPUC that Durham could not tell anyone for several weeks) and associated abbreviated timelines connected with the grant, the Town of Lee had little advance notice from Durham concerning the project, which is very unfortunate.

Conversations will continue next week between Durham and Lee regarding this matter.

Fourth, time is of the essence with this project and as we know, it takes time to work through the local legislative process. ReVision Energy is hopeful to have an answer concerning whether the Town of Durham feels comfortable with executing a PPA by the end of September/early October in order for it to take advantage of 2015 solar pricing (upon which the grant financials are based). At the same time, there are many important issues which must be vetted (some of which are dependent upon whether the project will pay taxes and Lee and at what level) and that all takes time.

ReVision indicates it needs to have the project under construction (with footings in the ground) by mid-November/early December at the latest. Whether the project partners will be able to realistically meet those timeframes remains an open question but everyone is doing their very best to find solutions and work together.

A thank you is extended to all concerned.

LETTER TO HANNAFORD - Regarding New Store at the Mill Plaza Encouraging Hannaford to Continue Supporting Local Agriculture

This week, at the request of the Town Council, the Administrator sent a letter to Hannaford welcoming them to Durham and urging the new store to maintain the highly popular initiative now practiced by the Durham Marketplace and continue to support our local agriculture, aquaculture, and unique local food producers.

feedback

Julie Glover

From: lgwright@comcast.net
Sent: Tuesday, September 08, 2015 11:47 AM
To: Carole Dennis; Scott Bugbee; John Lacourse
Cc: Julie Glover
Subject: Durham solar farm project in Lee

Dear Select board,

I want to express my support for your recent vote that would require property taxes to be paid on the proposed Durham solar farm project in Lee. This is a significant project in Lee that will principally benefit Durham residents. The residents of Lee also should benefit from it financially. We have significant deferred maintenance issues in Lee, and every bit of revenue helps. Thank you.

Lori Wright
Lee, NH



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

Office Use Only

Meeting Date: September 14, 2015

Agenda Item No. 6

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
8/31/2015

Agenda Item Title: Lamprey Regional Coop/ Waste Management Joinder Agreement

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 Regional Coop/ Waste Management Joinder Agreement 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 approve the "Joinder Agreement" presented by the Lamprey Regional Coop and Waste Management.

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

September 9, 2015

Town of Lee
Attn: Roger Rice
7 Mast Road
Lee, NH 03861

Dear Mr. Rice,

Enclosed is the 'Joinder of Participating Community to Waste Disposal Agreement' for your community. Also enclosed is a copy of the original contract between Waste Management and the Cooperative, along with the signed amendment.

If your community wishes to continue to participate, or has renewed interest in participating in the solid waste disposal services offered by the Cooperative, please have your Governing Board sign the agreement and return to the Cooperative by September 25, 2015. I have provided a return envelope for your convenience.

If you should have any questions, I can be reach at the above number during regular business hours.

Sincerely,



Valerie Kemp
Treasurer

*Ready for the
Board to sign.
Roger*

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

The undersigned members of the Board of Selectmen of the Town of _____, New Hampshire, on behalf of said Town, hereby join in that certain Waste Disposal Agreement by and between the Lamprey Regional Cooperative (the "COOP") and Waste Management of New Hampshire, Inc. Turnkey Recycling and Environmental Enterprises ("TREE"), dated December 22, 2006 (the "Agreement") as amended on _____ ("Amendment One"). The Town hereby acknowledges and agrees to fully perform all obligations as a Participating Community (as defined in the Agreement) under the terms and conditions of the Agreement, including but not limited to the payment of disposal fees to TREE and delivery of all "Waste Materials" to TREE (as defined in the Agreement).

DATED:

TOWN OF _____
NEW HAMPSHIRE (the "Town")

Witness

By: _____
its duly authorized Selectman

Witness

By: _____
its duly authorized Selectman

Witness

By: _____
its duly authorized Selectman

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 24th 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 22nd 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



Chairman *Paul R. Arschaime*

Date: 8/24/15

**WASTE MANAGEMENT OF
NEW HAMPSHIRE INC.**



Chris DeSantis, President

Date: 8-26-15

Signed Copy

**LAMPREY REGIONAL COOPERATIVE
AND
WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.
TURNKEY RECYCLING AND ENVIRONMENTAL ENTERPRISES**

WASTE DISPOSAL AGREEMENT

AGREEMENT entered into this 22nd day of December, 2006, by and between the Lamprey Regional Cooperative, having its sites in the following towns in New Hampshire and Maine (which towns may include Barrington, Epping, Greenland, Lee, Madbury, Newfields, Newington, Newmarket, Northwood, Rollinsford, Somersworth, and Stratham) hereinafter referred to as "The Coop" or individually as "Town(s)" and Waste Management of New Hampshire, Inc., Turnkey Recycling & Environmental Enterprises a corporation with its principal place of business at 30 Rochester Neck Road, Rochester, New Hampshire, 03839 (hereinafter referred to as "TREE" or "Turnkey Landfill").

1. WASTE MATERIALS AND PARTICIPATION. During the term of this Agreement, the Coop will deliver or cause to be delivered to TREE, all: Solid Waste as defined at 149-M:4, XXII and Env-Wm 102.152; Construction and Demolition Debris as defined at Env-Wm 102.42; Bulky Waste as defined at Env-Wm 102.23 (collectively referred to as "Waste Materials") collected through the Coop, with the following exceptions: hazardous waste as defined by RSA 147-A:2, special waste (except as provided in Section 5 below), liquid wastes, infectious and hospital wastes (except garbage), septage, animals and animal parts, white goods, tires, yard waste, cathode ray tubes, lead acid batteries and solid waste generated by commercial and industrial establishments not otherwise included in residential collection programs. Solid waste shall not include materials source separated for recycling.

TREE may at any time refuse to accept for disposal any material, substance or property which in the judgment of TREE is harmful, unhealthy, unsafe or in violation of any federal, state, or local statute, regulation, or rule applicable to the site. At the time of refusal, the identity of the rejected waste material and the reason for the rejection will be communicated to the Coop.

The failure of any member of the Coop to provide Waste Materials to TREE in accordance with the terms of this Section 1 throughout the term of this Agreement, except those Towns specifically excluded at execution of this Agreement, shall constitute an event of default pursuant to which TREE shall have the right to terminate this Agreement pursuant to Section 13 herein below.

The parties agree that certain member Towns may be obligated under individual contracts, with TREE or others, for the services covered by this Agreement at the time of execution. The Coop agrees, within 30 days of execution of this Agreement, to identify those Towns that will not participate as of January 1, 2007 and will further provide the date at which these Towns can legally participate in this Agreement. Those Towns will be allowed to participate in this Agreement at the date they can legally do so, provided the Town provides written notice to the Coop and TREE of its intention to become a party to the Agreement. Towns who do not choose to participate at their first legal opportunity to do so may or may not be allowed to participate at future dates at the sole discretion of TREE.

2. SERVICES PROVIDED. TREE will provide to the Coop, under the terms of this Agreement, the following services:

(a) Accept for disposal all Waste Materials delivered by the Coop whether delivered to the Turnkey Landfill or other disposal site designated by TREE. TREE may not designate another disposal site if the same is not reasonably accessible to the Coop members;

(b) Provide adequate supervision of disposal operations at the Turnkey Landfill;

(c) Maintain insurance to cover TREE's responsibilities and liabilities under the New Hampshire Workmen's Compensation Act, public liability insurance coverage for bodily injury and property damage to any persons using the disposal facility. TREE shall maintain a minimum of \$5,000,000 for public liability insurance coverage. TREE will provide to the Coop, upon written request, evidence of such insurance. The Coop shall be named as additional insured with respect to public liability coverage to the extent of TREE's liability under this Agreement.

(d) Accept Waste Materials for disposal between the hours of 8:00 A.M. to 3:30 P.M Monday thru Friday and 8:00 A.M. to 11:30 A.M. Saturday. The facility will be closed on Sundays and all holidays defined below and during any period where extreme or unusual weather conditions or similar hazards either prevent its operation or would make operations hazardous to persons and property. Holidays are as follows: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas.

(e) Assist the Town in the preparation of any solid waste management plans or studies it may undertake by supplying information, technical assistance, and advice, providing that confidential, proprietary, and financial information shall not be disclosed in documents of public record or to informational media, except as required by law, without the express written consent of TREE.

(f) Offer to Coop Towns additional programs as they are introduced by TREE such as electronic waste processing, cell phone / ink jet cartridge recycling, sharps management and recycling processing services.

3. TERM. The term of this Agreement shall be for the period of January 1, 2007 through December 31, 2016 (10 Years).

4. FEES and BILLING. The disposal fee for the first year of the contract will be Seventy-Two Dollars (\$72.00) per ton of oversized bulky waste ("OBW") and Sixty-Nine Dollars (\$69.00) per ton for municipal solid waste ("MSW") and Sixty-Nine Dollars (\$69.00) per ton for construction and demolition debris that is capable of being further processed for beneficial reuse ("Processible C&D Waste"). These rates shall be in effect through December 31, 2007 and shall be adjusted annually beginning January 1, 2008 and on each subsequent anniversary of the contract. Adjustments shall be based on the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers, Boston, MA. (CPI-W) as published for the month of September preceding the date of increase. Bills will be sent on a bi-monthly schedule and payment is required within ten days from the date of the invoice. Members of the Coop shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum amount allowed by law. The disposal fees shall not be subject to fuel or environmental surcharges that may be levied by TREE in the future.

In the event that any federal, state, or local body or agency adopts or implements any environmental law, rule, regulation or order respecting the disposal facility which results in an increase in the cost of facility operations or levies a tax or fee on waste disposal activities or operations at the facility which discriminates against the facility or its solid waste disposal activity (including but not limited to increases in host fee payments), one hundred percent (100%) of any such increase cost or tax shall be allocated, in an appropriate proportion to the tonnage delivered among the municipalities and other customers which deposit solid waste at the facility provided that the Coop shall be entitled to terminate this Agreement in the event any increase under this Section exceeds an amount equal to ten percent of the total disposal fee for the contract year immediately preceding the event upon which the increase is based.

The parties acknowledge a Host Community Fee of \$0.65 per ton is included in the proposed fees pursuant to this Section. Any increase in said Host Community Fee to be allocated to the Coop in accordance with this Section shall not be imposed earlier than January 1, 2008.

5. SPECIAL WASTE. No special waste may be disposed at the facility without the prior written approval of the facility District Manager. See Exhibit A. To obtain approval the special waste generator must supply, at its own expense, to TREE such information, as TREE deems necessary, including sampling and analysis of the waste, on such forms that TREE shall require. TREE may require written approval from the New Hampshire Department of Environmental Services for disposal of the special waste.

In the event unauthorized waste materials are discovered to have been transported from the Coop to the facility and/or disposal at the facility, ownership of the unauthorized material shall revert to the generator, if identified, otherwise to the Coop. Upon written notification of violation, the prompt removal of the material from the facility, including all costs, shall be done in a manner, which is lawful, non-injurious to public health, environmentally sound and safe. No Coop member shall have any liability under this provision after six months after the first delivery and acceptance of any such unauthorized material. TREE shall inspect all waste accepted at the facility and shall notify the Coop of the attempted delivery or delivery of any unauthorized materials.

6. DELIVERY OF SOLID WASTES. Solid Wastes may be delivered to the facility by Coop Town truck and/or by private waste companies with written authorization from the Coop. Solid waste brought to the site from outside the Coop, or in any other way unauthorized for disposal under this Agreement; or similar agreements with other municipalities is grounds for excluding the hauler, collector, or business concern from the use of the facility though TREE may, at its discretion, issue a warning in lieu of termination of disposal privileges. The Coop shall be notified of the identity of the violator and the evidence and circumstances surrounding the termination.

Admission to the disposal facility shall be the sole responsibility of TREE and its authorized employees. TREE's determination of the origin of the waste shall be final.

7. LANDFILL PROCEDURES. TREE will provide a safe environment for the disposal of the Coop's solid waste. TREE shall dispose of the Coop's solid waste in a manner consistent with all applicable laws and regulations. Haulers, collectors, and business concerns using the facility for disposal of the Coop's wastes will comply with TREE's posted safety procedures while at the facility and will obey the instructions of Tree's authorized employees during disposal and during emergencies.

8. INDEPENDENT CONTRACTOR. TREE is and shall perform this Agreement as an independent contractor and as such, shall have and maintain complete control over all its employees, agent and operations. Neither TREE nor anyone employed by it shall be, represent, act, and purport to act, or be deemed to be the agent, representative, employee, or servant of the Coop.

9. INSPECTIONS. The Coop shall have the right to inspect and obtain copies of all written licenses, permits, and approvals issued by any federal, state or local government entity or agency to TREE which are applicable to the performance of this Agreement and to inspect the facility and its operations for compliance with applicable federal, state, and local laws, regulations, and rules specifically pertaining to solid waste disposal. Such inspections are encouraged by TREE. TREE warrants, represents and affirms that it holds all necessary licenses, permits and approvals to perform under this Agreement and that it operates the landfill in conformity with those licenses and permits and in conformity with all applicable laws and regulations. TREE shall inform the

Coop in writing in the event it receives notification of any violation, which impacts or could impact Tree's ability to provide service to the Coop under this Agreement.

Any employee designated by the Coop may on notice enter the TREE facility for the specific purpose of inspecting waste for its conformance to Coop disposal rules and regulations or to substantiate waste origination from the Coop.

10. EXCUSE OF PERFORMANCE. The performance of this Agreement, except for the payment for services already rendered, may be suspended by either party for definite or indefinite period, as circumstances require in the event of an act of force majeure. Force majeure shall mean any act or event beyond the control of the parties, which materially and adversely affects the performance of this contract, including without limitation:

- a. Strikes or work stoppages at the facility in excess of 20 days;
- b. Any destruction of or damage to or any interruption, suspension or interference with the operation of the facility caused by:
 - i. Acts of God, epidemic, landslide, lightening, earthquakes, fires, explosions, storms, floods, or similar occurrences, or
 - ii. Acts of the public enemy, wars, blockades, insurrections, riots, or similar occurrences
- c. Any act or failure to act of any government, subdivision or instrumentality thereof, including any change in laws or regulations which prohibit the operation of the facility; or
- d. Suspension, termination or interruption of utilities:

If any act or event of force majeure occurs, the party affected shall deliver written notice to the other within 48 hours setting forth such information available to it of the act of event of force majeure.

If an act or event of force majeure occurs which prevents TREE from accepting waste at the facility, TREE may elect to dispose of the waste by some alternative means, in which event, it will do so at the same transportation and disposal cost to the Coop.

11. INDEMNIFICATION.

(a) TREE agrees to indemnify, save harmless, and defend Coop from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and

expenses incident thereto (including costs of defense, settlement, and reasonable attorneys fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders to the extent caused by TREE, its employees, or its subcontractors in the performance or non performance of this Agreement.

(b) Coop agrees to indemnify, save harmless, and defend TREE from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and the expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of government laws, regulations, or orders to the extent caused, in whole or in part, by:

(i) Coop's breach of any term or provision of this Agreement, or

(ii) Any negligent or willful act or omission of Coop, its employees, or subcontractors in the performance of this Agreement.

c). The indemnity provided in (b) herein shall apply to and extend only to such liability, claims, penalties, forfeitures, costs and expenses as are proven to be caused by the Coop or its employees. No obligations or expenditures covered by this indemnity shall be incurred or expended without prior written notice and consent of the Coop. In no event shall either party be responsible in contract, tort or otherwise for any indirect, special, incidental or punitive damages.

12. NOTICES. During the term of this Agreement and any extension thereof and until otherwise notified by the other party, all notices sent or required to be sent hereunder shall be registered mail, postage prepaid, addressed as follows, and shall be deemed given when delivered for mailing to a United States Post Office so addressed:

To Coop: Lamprey Cooperative
 24 Fitch Road
 Madbury, NH 03823-7564

To TREE: District Manager
 Waste Management of New Hampshire, Inc.
 Turnkey Recycling & Environmental Enterprises
 Post Office Box 7065
 Gonic, New Hampshire 03839-7065

With a copy to: Senior Group Counsel
 Waste Management
 4 Liberty Lane West
 Hampton, New Hampshire 03842

13. DEFAULT. In the event a failure by either party to meet its respective obligations under this Agreement (unless such failure or refusal shall be excused or justified by a force majeure, or default by the other party), the non-defaulting party shall have the right to terminate this Agreement by written notification after the party in default has been given thirty (30) days to resolve the problem. The non-defaulting party shall have the right to recover from the party in default the actual damages suffered by the non-defaulting party as a result of the act or failure of the party in default in performing its obligations under this Agreement.

14. DISPUTE RESOLUTION. (a) In the event any claim, controversy or dispute arises between TREE and the Coop, the Coop and TREE shall undertake negotiations in good faith to resolve the dispute.

(b) If TREE and the Coop cannot resolve the dispute within a two (2) week period of time after written notice, the Coop and TREE, may following the two week period, by written notice to the other party hereto, commence an action in court or administrative agency with jurisdiction. This provision shall not constrict either party, when necessary from seeking immediate injunctive or other relief prior to the expiration of the above referenced two (2) week period. The parties agree that prior to seeking such injunctive or other relief that they will provide to the opposing party not less than forty-eight (48) hours notice of their intentions. Moreover, should the claim, controversy or dispute constitute a default as defined under Paragraph 2, then the parties may, in lieu of, or in addition to judicial action, choose to terminate the contract pursuant to the provisions of Paragraph 13.

(c) The parties agree, that to the extent available, they shall use alternative dispute resolution mechanisms (excluding arbitration) for disputes arising from the alteration of disposal fees or the implementation of any amended disposal fees. The parties may, if they so choose, use such alternative dispute resolution to resolve other potential disputes; however, the parties agree that alternative dispute resolution shall not be the sole-source of resolving non-fee issues and the parties do not waive their rights to seek judicial resolution of the disputes related to non-fee issues.

15. FORM OF CONSENT. All consents of any kind required under this Agreement shall be in writing. Whenever, under this Agreement, the Coop is authorized to give consent, such consent may be given and shall be conclusively evidenced in writing by the authorized representative of the Coop giving such consent. Whenever under the terms of this Agreement, TREE is authorized to give its consent, such consent may be given and shall be conclusively evidenced by writing certified by its Facility Manager.

16. ASSIGNMENT. TREE may not assign this Agreement without the written consent of the Coop which consent shall not be unreasonably withheld. The Coop may not assign the Agreement without the written consent of TREE which consent shall not be unreasonably withheld.

17. AMENDMENT. This Agreement may be amended from time to time by written agreement duly authorized and executed by the parties hereto.

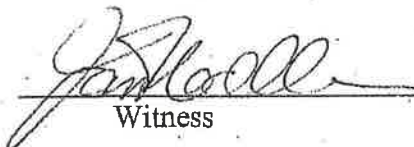
18. GOVERNING LAW. This Agreement shall be governed and construed under and pursuant to the laws of the State of New Hampshire.

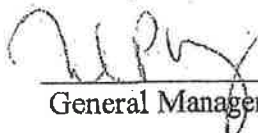
19. MISCELLANEOUS. If any provision of this Agreement, or any portion of such provision, or the application thereof to any circumstances or person is held invalid, the remainder of this Agreement, or the remainder of such provision, and the application thereof to other persons or circumstances shall not be affected thereby.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement and understanding between the Coop and TREE, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the dates set forth below.

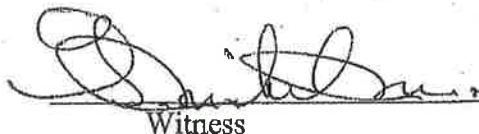
WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.
TURNKEY RECYCLING & ENVIRONMENTAL ENTERPRISES

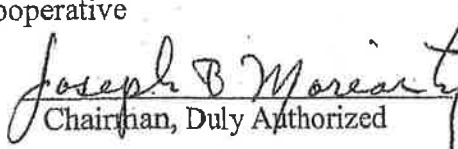

Witness


General Manager, Duly Authorized

Dated: 12/22/06

Lamprey Cooperative


Witness


Chairman, Duly Authorized

Dated: 12/28/06

EXHIBIT A

A. "Hazardous Waste" means:

- (1) any material or substance which, by reason of its composition or characteristics, is:
 - (a) toxic or hazardous waste, hazardous substance, hazardous material, or oil as defined in either the Solid Waste Disposal Act, 42 U.S.C. § 6900 et seq., as replaced, amended, expanded, or supplemented, the Resource Conservation and Recovery Act, 42 U.S.C. § 6903, as replaced amended, expanded, or supplemented, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G. L. c. 221E, or any laws of similar purpose or effect, and such policies or regulations thereunder, or any laws of similar purpose or effect, and any rules, regulations, or policies thereunder, or;
 - (b) special nuclear or by-products materials within the meaning of the Atomic Energy Act of 1954;
- (2) other materials which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic or dangerous, or otherwise ineligible for disposal in the Landfill and
- (3) any material, which would result in Process Residue being Hazardous Waste under (1) or (2) above.

B. "Unacceptable Waste" means a regulated quantity of any of the following except as authorized by applicable law and regulations and approved for disposal via the Transfer Station at a Disposal Facility pursuant to Contractor's policies and procedures regarding such waste streams:

1. Containerized waste (i.e., drum, barrel, portable tank, box, pail, etc.) listed in items 3 through 9 below.
2. A Waste transported in a bulk tanker.
3. A liquid waste.
4. A sludge waste.
5. A waste from an industrial process.
6. A waste from a pollution control process.
7. Residue and debris from the cleanup of a spill or release of chemical substances, commercial products, or waste listed in items 1 through 6 or item 8, including without limitation, such materials from a site designated for remediation under federal or state "Superfund" authorities.

Waste Disposal Agreement

Page 10

8. Contaminated soil, water, residue, debris, and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in items 1 through 7, including without limitation, such materials from a site designated for remediation under federal or state "Superfund" authorities.
9. An uncharacterized waste.
10. Chemical waste from a laboratory.
11. Articles, equipment, and clothing containing or contaminated with polychlorinated biphenyl's (PCBs).
12. PCB drainings and flushings removed from PCB articles and placed directly into transport containers.
13. "Empty" containers of waste commercial products or chemicals (this applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc.).
14. Asbestos contained in or from waste from building demolition, renovation, or cleaning.
15. Commercial products or chemicals whether off-specification, outdated, contaminated, or banned.
16. Residue and debris from cleanup of spills or releases of a single chemical substance or commercial product or a single waste, which would otherwise qualify as a miscellaneous special waste.
17. Infectious waste. Any waste from a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, university medial laboratory, etc., that is contaminated with or may be contaminated with an infectious agent that has the potential of inducing infection. These wastes are wastes if they are untreated, autoclaved, or otherwise heat-treated.
18. Animal waste and parts from slaughterhouses or rendering plants, including wastes from fur or leather products manufacturers.
19. Waste produced by the mechanical processing of fruit, vegetables or grain, rinds, hulls, husks, pods, shells, and chaff, food processing wastes which are aqueous or sludges, or which have been contaminated with dyes, additives, or preservatives.
20. Pumpings from septic tanks used any size exclusively by dwelling units.
21. Sludge from a publicly owned-sewerage treatment plant serving primarily domestic users.
22. Regulated quantities of grease trap wastes from any source.

23. Wastewater wastes from commercial laundries or Laundromats including waste from a dry-cleaning facility or waste from a commercial laundry used by an industry to wash chemical-contaminated clothing from its workers.
24. Wastewater wastes from commercial car washes.
25. Chemical-containing equipment removed from service such as cathode ray tubes, batteries, fluorescent light tubes, etc.
26. Waste produced from the demolition or dismantle of industrial process equipment or facilities contaminated with chemicals from the process or chemicals or wastes removed or drained from such equipment.
27. Closed cartridge filters from dry cleaning establishments.
28. Explosives, white goods (specifically such goods containing regulated refrigerants or coolants) as solid wastes, human or animal, motor vehicle parts, automobile transmissions, springs and fenders, agricultural and farm machinery, other large machinery or equipment, etc.
29. Materials subject to waste "bans" as defined by law applicable to the material or the Disposal Facility, including without limitation, all waste subject to disposal restrictions under NHDES solid waste management regulations.
30. Materials or "White Goods" that contain or have contained CFC's as regulated under the Clean Air Act Amendment of 1990 (CAAA), Title VI, "Stratospheric Ozone Protection". Title 40 (CFR) Part 82.
31. Universal Wastes as listed by the State of New Hampshire Hazardous Waste Management Regulations, Chapters Env-WM 1100 through 1114. Universal Wastes are: Cathode Ray Tubes; Florescent Lamps; Mercury Containing devises; batteries; Pesticides; and Antifreeze.

January 30, 2007

Lamprey Regional Cooperative
24 Fitch Rd.
Madbury NH 03823

Mr. James Nocella
Waste Management
4 Liberty Lane West
Hampton, NH 03843

Re: Waste Management Contract Participation.

Dear Mr. Nocella

The following towns have chosen to participate in the new Solid Waste Contract with TREE:

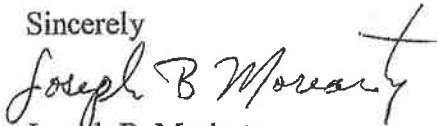
Epping NH
Lee NH
Madbury NH
Newfields NH
Newington NH
Newmarket NH
Northwood NH
Rollinsford NH
Stratham NH
Eliot ME.

The following towns have chosen not to participate in the new Solid Waste Contract with TREE at this time because they are obligated under individual contracts, with TREE or others. These Towns will be allowed to participate in the Agreement at the date they can legally do so by providing written notice to the Coop and TREE of its intention:

TOWN	CONTRACTOR	EXP DATE
Barrington NH	TREE	December 31, 2010
Somersworth NH	TREE	December 31, 2010
Greeland NH	Main Energy Recovery Co.	July 1, 2007

Copies of letters of intent from all the Towns are attached.
If you have any question or comments please let me know

Sincerely



Joseph B. Moriarty
Chairman

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

RECEIVED
AUG 27 2015
TOWN OF LEE, NH
SELECTMAN'S OFFICE

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>	<u>Unit Price/Total Price</u>
1. General Conditions	1	LS	\$ 11,220 ⁰⁰
			<hr/> Total Price in Figures
2. Site Work	1	LS	\$ 8,800 ⁰⁰
			<hr/> Total Price in Figures
3. Concrete	1	LS	\$ 6,000 ⁰⁰
			<hr/> Total Price in Figures
4. Wood	1	LS	\$ 28,900 ⁰⁰
			<hr/> Total Price in Figures
5. Metal Roof	1	LS	\$ 14,000 ⁰⁰
			<hr/> Total Price in Figures

6. Staining

1

LS

\$ 3,600⁰⁰

Total Price in Figures

Award of Bid will be based on the Total of Items 1 through 6.

In Figures \$ 74520⁰⁰

In Words \$ SEVENTY FOUR THOUSAND FIVE 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: PRINCIPAL

Michael Todd
Signature

Business Address: 60 DEERTRESS LN.

Town, State, Zip Code: NEWFIELD, 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.

subsequently the firm they recommended to the Board which was Reuter Associates. At that meeting it was discussed either putting it in a Warrant Article to raise and appropriate the funds to pay for the noise study or pay for it using the Contingency Fund. If the Fund is used then the study could start in early spring. If it is put through as a Warrant Article and it passes then they could not start until July and would not give much time to review data and put together recommendations for the adjusting the way we enforce it and actually test that out. More than likely, we wouldn't be done with this until 2016. Chairman Cedarholm states that getting an early start on this study would help us get some data and have the summer to work through it to make adjustments sooner. The Noise Ordinance it difficult to enforce and this study will give the Town and the Track more information and greatly improve the Town's ability to adjust the Ordinance to make it enforceable. The Track does not feel that they are out of compliance, but the Town is not able to measure to determine if they are or not. Selectman Bugbee wants to see this Source of Funds Issue put out as a Warrant Article. Chairman Cedarholm reads the noise portion of the ordinance. Chairman Cedarholm moves to utilize funds from the Contingency Account to pay for the Racetrack Noise/Sound Study, to be performed by Reuter Associates in an amount not to exceed \$12,260.00. Selectwoman Dennis, seconds. All in favor. Selectman Bugbee nay. Motion Carries.

9. TA Glover reviews Town Warrant. Article 12 the total should be \$337,000. Article 16 will be altered by Chief Dronsfield to say 'police equipment' rather than just 'police cruisers'. There is discussion relating to Public Safety Special Duty monies.

Articles 2-7 will be Zoning Articles to follow.

Article 8 is being reviewed by Bond Counsel. The question still remains whether the language 'no construction shall begin until all funds have been secured' should be added. TA Glover reminds the Board that even if the legislative body grants the approval for the bonding authority it is still the Select Board who decides when the bond is secured. The location of the new Library needs to be added to this WA. Chairman Cedarholm wants to add 'from sources outlined above'. Selectwoman Dennis asks to clarify the \$80k vs the \$60k from the Capital Reserve Fund. TA Glover states that the original WA in 2010 put \$60k into the Library Capital Reserve Fund. The WA itself did not say anything about the funds being used to build a new library, but the minutes from that Town Meeting suggest that that was the discussion at the time. But the dollar amount is \$60k. TA Glover has submitted a question to DRA regarding this issue.

Selectman Bugbee asks Ms. Pellecchia if the fireplace is in the gross budgeting. It must be included in the total amount according to Selectman Bugbee. Ms. Pellecchia says it will be.

TA Glover reads Article #8. The language "requires 3/5 ballot vote to pass" is added.

Ms. Pellecchia wants to clarify that all funds raised, cost reductions and in-kind donations will all be counted in the total amount of funds. TA Glover clarifies it as they can design, build and equip a \$2,250,000 library. They will receive \$371,000 plus \$60,000 (or \$80,000) for the Library Capital Reserve Fund and a million dollar bond. Chairman Cedarholm reiterates what the contractor has said numerous times if they get some free labor or some in-kind services then the Town will realize those savings. Ms. Pellecchia states that the budget is based on buying

everything new. Chairman Cedarholm states that if you reduce the cost of your project, you then reduce how much you need to raise in donations, but the Library will need to demonstrate to the Select Board that you have all the funds in hand to start the project.

Peg Dolan asks if the Board is voting on the articles tonight. Chairman Cedarholm states that the Board will finalize these Warrant Articles at the next meeting.

Peg Dolan wants to commend the police on their good work this year. She tells a story about the Lee Police saving a dog on Route 125. It was a wonderful scene.

Mark MacLaughlin asks where the Board stands on the Community Room. Chairman Cedarholm indicates that at this point it is not in there. At the deliberative session, someone could increase the dollar amount but not the intent. Another option would be a Petition Warrant Article and the deadline for that is January 13th.

TA Glover reads Article #10 and it is decided to add \$430,000 as the amount to raise and appropriate and add the word 'truck' after the word 'tanker'.

Chairman Cedarholm uses the fire truck equipment CIP item as an example of the point he was trying to make earlier in the meeting where all of these items whether it's the 100,000 for the library or the \$110,000 for the fire truck or \$80,000 for roads, it is all built into the CIP to try to maintain a level CIP. If we stop with the \$100,000 that doesn't mean we have suddenly gained \$100,000 because there are other things that are waiting to jump into that same space.

TA Glover reads Article #11. The operating budget number cannot be added until it is final.

TA Glover reads Article #12. No comment.

TA Glover reads Article #13. Chairman Cedarholm believes that the Town has already met its \$500,000 commitment from 2009; therefore, this Article should be removed.

TA Glover reads Article #14. The CIP recommended \$25,000. The Board reduces this to \$10,000.

TA Glover reads Article #15. This is not complete yet because the amount can be no more than one percent of the operating budget.

TA Glover reads Article #16. No comment.

TA Glover indicates that Article #17 was a place holder for the Noise Study, but that can go away.

TA Glover reads Article #18. No Comment.

TA Glover reads Article #19. She has an email out to Terry Knowles from the AG's Office Charitable Trust Unit to make sure that this is the appropriate wording. Chairman Cedarholm

would like to see money generated from the fair used to fund a part-time Rec Director. TA indicates that would be a question for Terry Knowles.

TA Glover informs that Board that Article #20 is inserted at the request of Bruce Johnson, a Selectman in Webster. She reads the Article. It is unclear and confusing. Chairman Cedarholm and Selectwoman Dennis are not interested in this Warrant Article.

Lou Ann Griswold asks the Board what happened to the Warrant Article for the \$100,000 for the Library. TA Glover states that it is her understanding that the Board may not want that Article on the Warrant. No decision has been made yet. It is Ms. Griswold's understanding that this would be the fifth year that the Board was supposed to give \$100,000 totaling \$500,000. Chairman Cedarholm states that the commitment was to save about \$500,000 for this project. The Board is committing in WA8 \$451,000. The Town has spent a good chunk of the trust fund on design work. He believes that the \$80,000 (which is actually in dispute now) should be included in the savings. Ms. Griswold does not agree. She thinks it is different than the Capital Reserve Fund to build the Library Community Center. The Board/Town is very close to \$500,000 according to Chairman Cedarholm. TA Glover states that the Article in 2011 did not say 5 years. Ms. Griswold says no not the Article but the discussion leading up to the Town Meeting did. Chairman Cedarholm states that after researching this himself there was no discussion surrounding Article #25. Ms. Griswold asks if this can be reviewed collectively on the 20th before moving forward with a decision.

Back to Article #20, Selectman Bugbee would like more information about this. He asks if we can send Mr. Johnson a message asking him for more details to review. The Board asks TA Glover to reach out to Mr. Johnson.

Chairman Cedarholm suggests discussing the Police Officer. Selectman Bugbee had suggested that the hiring of a new police officer be put on as a Warrant Article. Selectman Bugbee states that he went to Town Hall and looked this up. Back in 1997 he thought it was a warrant article for a new police officer but it wasn't. He will retract that suggestion. Chairman Cedarholm and Selectwoman Dennis are both not in favor of the Police Officer as a separate Warrant Article.

TA Glover will draft language to build a pavilion at Little River Park. There are stories about the wood. TA Glover will confirm with Don Quigley that the wood exists for the Town to build a pavilion.

10. TA Glover informs the Board that the Finance Officer spent an inordinate amount of time to research and prove that yes, in fact, the Town has paid the moderator based on the event and it was \$120 per event. There were anomalies in 2010 and 2011, when the then TA for reasons unknown did not follow past practice. What we do going forward can be changed. The current moderator would like to be paid a lump sum but she did not remember that this is how it has been done in the past. The Moderator did not suggest a dollar amount to be paid. TA points out that the spreadsheet shows what the other workers are getting paid as well. Selectwoman Dennis agrees with TA Glover, that this was a ridiculous amount of time to tie up our financial officer to investigate this. She thinks that moving forward if somebody is going to speak to a Selectperson that they come forward and discuss it with the entire Board. Then whatever documentation is presented to the Board by the Finance Officer needs to be accepted. Chairman

SELECT BOARD MEETING MINUTES

January 20, 2015

PAGE 9

Selectman Bugbee suggests splitting up this Article and giving each item its own separate Warrant Article. There is a short discussion. Selectwoman Dennis prefers to leave it the way it is. John Tappan thinks that the Articles should be listed separately. There is further discussion. Chairman Cedarholm and Selectwoman Dennis do not have an issue with separating them.

Selectman Bugbee moves to split out each item into separate Warrant Articles. Selectwoman Dennis, seconds. All in favor. **Motion Carries.**

Chairman Cedarholm moves to remove the \$7000 Library CRF item. Selectman Bugbee, seconds. All in favor. **Motion Carries.**

Chairman Cedarholm moves that the Select Board recommends the Appropriation for each of the remaining 8 CIP items. Selectman Bugbee, seconds. All in favor. **Motion Carries.**

Article 12 (Petition – Library Capital Reserve Fund) – Chairman Cedarholm moves that the Select Board not recommend this Appropriation. No second. He believes that the Board met the intent by raising about \$500,000. Selectman Bugbee believes that the original proposal was for 5 years and this would be the 5th year. TA Glover asks for a second before the discussion should continue. The other Board members do not wish to second. Selectman Bugbee moves that the Select Board support this Warrant Article. Selectwoman Dennis, seconds. All in favor. Chairman Cedarholm, nay. **Motion Carries.**

Article 13 – (Recreation Capital Reserve Fund) The Board agrees to remove this Warrant Article.

Article 14 – (Police Cruiser) Chairman Cedarholm moves that the Select Board recommend this Appropriation. Selectman Bugbee, seconds. All in favor. **Motion Carries.**

Article 15 – (Contingency Fund)Tabled until XX dollars may be filled in.

Article 16 – (Pavilion/Fence at LRP) The Board reviews plans for a pavilion similar to one that the Town would be considering and discuss the areas in which a fence needs to be installed at LRP. Chairman Cedarholm moves that the Select Board recommend this Appropriation. Selectman Bugbee, seconds. All in favor. **Motion Carries.**

Article 17 – (Special Duty Revolving Fund) Chairman Cedarholm moves that the Select Board recommend this Appropriation. Selectwoman Dennis, seconds. All in favor. **Motion Carries.**

Article 18 – (Webster Selectmen School Funding) The Board agrees to remove this Warrant Article.

10:30pm

The Board goes back to discuss Articles that were either not decided earlier or were vulnerable.

Selectwoman Dennis asks about deleting Article 9 which is for \$281,000. There is a short discussion. Taking this out would reduce the tax rate by 67 cents. Selectwoman Dennis moves

SELECT BOARD MEETING MINUTES

February 17, 2015

PAGE 1

Board members present: Chairman Cedarholm, Selectwoman Dennis and Selectman Bugbee

Others present: Jane and Kevin Crawford, Paul and Annamarie Gasowski, Chief Dronsfield, Town Secretary Denise Duval and Town Administrator Julie Glover.

1. Chairman Cedarholm calls the meeting to order at 6:06 pm.
2. Chairman Cedarholm opens the meeting up to public comment. There is none.
3. a) The Town Administrator presents the final version of the Voter's Guide for the Board to comment on and accept. Chairman Cedarholm points out that the new library tax impact figure portraying in the Voter's Guide does not include the operational increases. The TA confirms that it only speaks to the cost of the bond which does include the principal and interest. He is concerned because it does not paint the whole financial picture. The TA reminds him that there is no way of knowing what that number is going to be. Chairman Cedarholm would rather see the word "estimate" than "anticipated". He adds that he would actually rather see the entire sentence taken out. The TA states that the median figure is taken directly from the Town's Assessing reports. Selectman Bugbee states that the point of this explanation is to let the voter know how much this is going to cost them. This explanation is providing a basis for that. He is ok with the way it is written. The TA adds that the intent of this guide is to keep it fairly simple. Chairman Cedarholm suggests adding the interest rate and duration of the loan along with the word "annually" after \$61.60 to indicate that this is not just a one-time deal. The Board agrees.

b) TA Glover states that as she has mentioned before, this is not a good time of year to try to tackle the Space Needs Analysis project. The focus in the office for the past weeks has been on finalizing the budget, deliberative session, town report and the audit. Another reason to set this aside for a bit might be that the Board may want to suspend activity on this particular project until after March 10th because, as a practical matter, if the bond warrant passes then the Board will have to re-evaluate their thinking about any future building projects. Selectwoman Dennis thinks that this is reasonable and it is only a few weeks away until the ballot session. The TA mentions that she was never in favor of sending out a draft survey to the public for comment. She believes that this would prove to be very confusing and that people will think that they are actually taking the survey. She thinks that the Board should approve the questions for the survey and send them out. In addition, sending a survey out with the Voter's Guide might make people think that they are voting on something regarding its content; therefore, they should be separated. Chairman Cedarholm thinks that this makes sense. Selectman Bugbee does not like this but agrees that it is reasonable. Chairman Cedarholm asks if the survey could be finalized at the next meeting.

c) TA Glover informs the Board that the agreement with the Veterans Resort Chapel had been fully executed and accepted by the Court. The next step is to have it sent to the Registry of Deeds and it is now a public document. The RV was removed from the property by the dead line. The last minute petition to extend the deadline was not granted.

d) TA Glover states that the final audit report was sent out at the end of today. The hard copy will follow. There is an adverse opinion relative to GASB 45 which has to do with post-

ARTICLE 11

To see if the Town will vote to raise and appropriate the sum of Sixty thousand dollars (\$60,000) for the purpose of constructing a pavilion and installing fencing at Little River Park and to authorize the withdrawal of this sum from the Recreation Capital Reserve Fund. (The Select Board recommends this appropriation.) Majority vote required.

Explanatory Note: The Select Board and Recreation Commission support the construction of a pavilion at Little River Park in order to provide shade, shelter, and a picnic area. The Pavilion will be located between the access road and the swings. A fence will be installed to provide better delineation of parking areas and protection for the grass fields. No new taxes will be raised; instead, the funds will be withdrawn from the Recreation Capital Reserve Fund that was created in 1993 for land purchase, and construction and upgrade of new recreation facilities.

ARTICLE 12

To see if the Town will vote to raise and appropriate the sum of Thirty-nine thousand, seven hundred and seventy-two dollars (\$39,772) for the purchase of a new police cruiser equipped with new safety equipment. (The Select Board recommends this appropriation.) Majority vote required.

Explanatory Note: The Police Department reduced its fleet in 2014 by eliminating two vehicles. The Department currently operates with five (5) cruisers. If this Warrant Article passes, a 2006 model with 160,000 miles on it will be replaced with the new cruiser; therefore it will not add to the number of vehicles in the fleet.

ARTICLE 13

To see if the Town will vote to raise and appropriate the sum of seventy-thousand dollars (\$70,000) from general taxation to be deposited into the Fire Equipment Capital Reserve Fund. (The Select Board recommends this appropriation.) Majority vote required.

Explanatory Note: This fund was created in 1958 to save money for purchases of fire equipment, which tend to be expensive. This helps to create a balanced effect on the tax rate by saving a portion of the cost every year so it is available when a capital purchase becomes necessary. Saving money in Capital Reserve Funds helps to balance the tax rate by reducing the impact of one-time large expenditures.

ARTICLE 14

To see if the Town will vote to raise and appropriate the sum of forty-thousand dollars (\$40,000) from general taxation to be deposited into the Highway Dept. Road and Bridge Improvement Plan Capital Reserve Fund. (The Select Board recommends this appropriation.) Majority vote required.

Explanatory Note: This fund was created in 2002, to be used for repairing, maintaining, and replacing the Town's roads and bridges. It was used in 2011/12 to replace the High Road Bridge (the Town received 80% of the funding for that project from the State) and in 2013 to pave Town roads. Saving money in Capital Reserve Funds helps to balance the tax rate by reducing the impact of one-time large expenditures.

ARTICLE 15

To see if the Town will vote to raise and appropriate the sum of twenty-five thousand dollars (\$25,000) from general taxation to be deposited into the Internal Service Fund for Accrued Benefits. (The Select Board recommends this appropriation.) Majority vote required.

Explanatory Note: In 1992, the Town created an Expendable Trust Fund for the purpose of paying severance benefits owed to employees at termination.

ARTICLE 16

To see if the Town will vote to raise and appropriate the sum of twenty-thousand dollars (\$20,000) from general taxation to be deposited into the Fire Ponds and Cisterns Capital Reserve Fund. (The Select Board recommends this appropriation.) Majority vote required.

Explanatory Note: The Town created this Capital Reserve Fund in 2005 for the repair and replacement of fire ponds and cisterns. Saving money in Capital Reserve Funds helps to balance the tax rate by reducing the impact of one-time large expenditures.

2015 Deliberative Session Minutes

By a show of voter cards, the amendment passed.

John LaCourse moved the question. Caren Rossi seconded.

By a show of voter cards, the Moderator requested the Town Clerk to place the Article, as amended, on the ballot.

Selectwoman Dennis moved to restrict reconsideration of Article. Selectman Bugbee seconded. Motion passed by show of voter cards.

ARTICLE 11

To see if the Town will vote to raise and appropriate the sum of Sixty thousand dollars (\$60,000) for the purpose of constructing a pavilion and installing fencing at Little River Park and to authorize the withdrawal of this sum from the Recreation Capital Reserve Fund. (The Select Board recommends this appropriation.) Majority vote required.

The Moderator read Article 11.

Ann Tappan asked if someone was in attendance from the Recreation Commission. Chairman Cedarholm commented that the Select Board was unsure of the size of the pavilion at this time. They received quotes and approximately half of the \$60,000 would go towards the pavilion and other half for fencing.

Lou Ann Griswold expressed concern that the Warrant Article is not very specific.

With the same concern, Linda Reinhold moved to amend the Article to read:

To see if the Town will vote to raise and appropriate the sum of One dollars (\$1.00) for the purpose of constructing a pavilion and installing fencing at Little River Park and to authorize the withdrawal of this sum from the Recreation Capital Reserve Fund. (The Select Board recommends this appropriation.) Majority vote required.

Karen Long seconded the motion.

John LaCourse spoke against the amendment. Chairman Cedarholm acknowledges the lack of specificity. Paul Gasowski stated he is in favor of the pavilion but there should have been more specifics; Charles Cox agreed.

Karen Long commented that there is a level of expectation from the Committees and Commissions to outline and specify their requests for funding and without that, it is difficult to make a good decision if this is a good value for the town.

Jackie Neill asked what would happen with the funds if not expended. John Tappan explained the intent of a Trust Fund.

By a show of voter cards, the amendment did not pass.

There being no further discussion, by a show of voter cards, the Moderator requested the Town Clerk to add the Article to the ballot.

ARTICLE 12

To see if the Town will vote to raise and appropriate the sum of Thirty-nine thousand, seven hundred and seventy-two dollars (\$39,772) for the purchase of a new police cruiser equipped with new safety equipment. (The Select Board recommends this appropriation.) Majority vote required.

Police Chief Dronsfield read the Article and explained the reasoning for the request.

Selectman Bugbee seconded the motion.

There being no further discussion and by a show of the voter cards, the Moderator instructed the Town Clerk to move the Article to the ballot.

Selectwoman Dennis moved to restrict reconsideration of Article. Selectman Bugbee seconded. Motion passed by show of voter cards.

ARTICLE 13

To see if the Town will vote to raise and appropriate the sum of seventy-thousand dollars (\$70,000) from general taxation to be deposited into the Fire Equipment Capital Reserve Fund. (The Select Board recommends this appropriation.) Majority vote required.

Fire Chief Nemet read the Article.

Karen Long moved the question. The motion was seconded.

There being no discussion, the Moderator instructed the Town Clerk to move the Article to the ballot.

Selectwoman Dennis moved to restrict reconsideration of Article. Chairman Cedarholm seconded. Motion passed by show of voter cards.

Robert L. Vachon, CPA

Managing Director



For over 29 years, Robert L. Vachon, CPA, has served as a Director/Managing Director of Vachon Clukay & Company PC and is one of the original founders of the firm. Bob has been practicing public accounting since 1971 except for a short period from 1978 - 1982 when he served as part of the management team of the New Hampshire Department of Revenue. His expertise spans corporate, individual, municipal and not-for-profit clients. He also has provided peer review and consulting services to many CPA firms throughout New England.

A strong believer in public service, Bob has served as a Board Member, Treasurer and President of a number of not-for-profit organizations including the [Greater Manchester YMCA](#), the [United Way of Manchester](#), the [NH Chapter of the March of Dimes](#), the Greater Manchester Red Cross and the [Greater Manchester Chamber of Commerce](#). He is a past President of the [NH Society of CPAs](#) and is a Director and the longest serving member of [New England Peer Review](#), the organization responsible for maintaining quality accounting and auditing services within the States of New Hampshire, Maine, Vermont and Rhode Island.

Bob is proud of the outstanding service and high quality work product delivered by the Vachon Clukay & Company PC team and personally takes pride in:

- A career-long track record of over 75% of tax audits resulting in “no change in tax liability” reports
- Being the longest standing member of the New England Peer Review Committee
- The successful transition of numerous family businesses from one generation to the next
- The high number of clients, including municipal and non-profit, that have been with the firm for over 25 years

For the Town of Lee Selectmen,

Sept.2,2015

My name is Elena Pascale. I live at 16 Old Bennett Road. I am writing to the Board to consider helping us with the Old Bennett Road upkeep.

As you may or may not know, before the Police/Safety Complex was built, we had a road that was private, but where many people would take a walk, ride their bikes, as my children used to do. The town maintained this beautiful road and kept it free of overgrown weeds and weak trees. The town plowed,sanded,and cut down dangerous trees that would be harmful in the winter months.

As the progress of the building proceeded I voiced my concerns: What would happen to the road and the entrance to our driveway? How would the road be maintained? Our concern for the escalated noise and just the general interference of our privacy which we had for some 25+ years. I was told that nothing would change!

We were very supportive of the towns decision and it has been years since then, but we have gotten to a point where I am Mowing along the road,trying to keep up with the maintenance ourselves. We also now have to plow not only our driveway but the extension that the town cut for us so we had a way out of our property in the winter. The part of Old Bennett Road on our side is never plowed anymore, which doesn't make sense , since the police use this road also.

Because of all these factors, we are spending our time and our money on what the town should be doing. To say that classifying the road a class VI was UNFAIR to us is an understatement! Also to be told that NOTHING would change for us, was just as unfair and not true!

I have personally donated my time and money to the Towns Holiday Tree. For 12 years I decorated and held a gathering to celebrate(with our neighbors) at the center of town to bring in the Holidays! I did this from the bottom of my heart and never asked for anything in return. Out of PURE DISRESPECT for all that I did for the 12 years, the Town Administrator decided that I was no longer needed. Trying to explain myself to her, by stating how disappointed and brokenhearted I was because of the years and love that I put into that tree,I was sent away without a thank you or any apology.

Because of all these reasons and the amount that we pay for our Taxes to live here, we are asking for your consideration in granting our request for resuming the upkeep to Old Bennett Road(our side) and the extended driveway. Please consider the facts that I have presented to you and that we have lived on this road for almost 30 years and we have always given back to our town of Lee. All we are asking for is the same respect that we have given to the town.

I would be more than happy to meet with the Board and explain in further detail my reasons for this request.

Thank you for your attention,
Elena Pascale



ABATEMENT RECOMMENDATION

TO: Select Board
Town of Lee

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

DATE: September 8, 2015

RE: Naithan C. Couse
10 Fox Garrison Road
Lee, NH 03861

Property Tax Map 19 Lot 7-0
Address: 18 Demeritt Avenue

Tax Year: 2014
Assessment: \$242,400

The subject is a contemporary style home with an in-law apartment, situated on a 3.02 acre parcel purchased from a lending institution in January 2015 for \$185,000. The property was inspected by my associates and some discrepancies were noted. An appraisal was submitted with the abatement application and reviewed. The appraisal was given little weight as the properties noted are not felt to be good comparisons to the subject/ After review and adjustments, the assessment is reduced \$13,700 from \$242,400 to \$228,700. As the property was purchased in January 2015, a letter requesting information showing applicant had paid 2014 axes was sent. Applicant recently contacted me and informed me that he had not paid any 2014 taxes. As such he is not an aggrieved party and therefore it is recommended that the abatement request be denied.

Please note that the above revised assessment will be utilized in the calculation of the 2015 tax year billing.

Abatement Granted

Abatement Denied

Dated _____

Copy

TOWN OF LEE, NEW HAMPSHIRE

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

July 2, 2014

Naithan Couse
18 Demeritt Avenue
Lee, NH 03861

Re: 2014 Abatement Application
Map 019 Lot 007
18 Demeritt Avenue

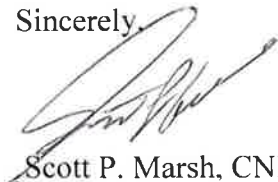
Dear Mr. Couse.

The above application has been received and the property was viewed by my associate. Upon review of all information it was noted that you purchased the property after the fall 2014 tax billing. As this is the case a copy of your closing statement or some other documentation which supports that you were an aggrieved party (paid taxes for the 2014 tax year on the subject property) needs to be submitted. Once that information has been received the abatement recommendation will be finalized.

Please note that if you did not pay taxes for the 2014 tax year, an abatement is not applicable however the property assessment will be adjusted accordingly for the fall 2015 tax year billing.

If you have any questions please contact the Assessing Office at the telephone number listed above.

Sincerely,

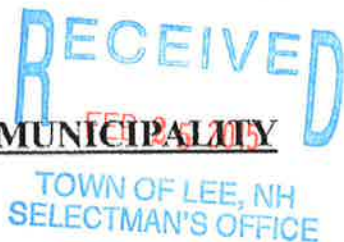


Scott P. Marsh, CNHA
Municipal Resources, Inc.
Contracted Assessor's Agents

TOWN OF LEE
Parcel History Report for 000019 000007 000000

Requested by RACHEL -- 06/15/2015

Billed Owner	Invoice	Bill Amount	Last Trans.	Int. Paid	Balance
COUSE, NAITHAN C.	2015P	\$ 3,600.00		\$0.00	\$ 3,600.00
UNITED STATES OF AMERICA	2014P	\$ 7,199.00	12/15/2014	\$0.00	\$ 0.00
MATAYKA, EDWARD S	2013P	\$ 6,969.00	12/23/2013	\$0.00	\$ 0.00
MATAYKA, EDWARD S	2012P	\$ 7,257.00	12/07/2012	\$0.00	\$ 0.00
MATAYKA, EDWARD S	2011P	\$ 7,379.00	12/30/2011	\$0.00	\$ 0.00
MATAYKA, EDWARD S	2010P	\$ 8,470.00	12/08/2010	\$0.00	\$ 0.00
MATAYKA, EDWARD S	2009P	\$ 8,423.00	12/31/2009	\$0.00	\$ 0.00
MATAYKA, EDWARD S	2008P	\$ 8,520.00	12/12/2008	\$0.00	\$ 0.00
BLANCHARD, PAUL L	2007P	\$ 8,612.00	12/03/2007	\$0.00	\$ 0.00
BLANCHARD, PAUL L	2006P	\$ 8,141.00	12/15/2006	\$0.00	\$ 0.00
BLANCHARD, PAUL L	2005P	\$ 6,643.00	02/03/2006	\$250.57	\$ 0.00
ST. JEAN, LORRAINE G	2004P	\$ 7,178.00	11/10/2004	\$0.00	\$ 0.00
ST. JEAN, LORRAINE G	2003P	\$ 6,251.00	12/17/2003	\$17.79	\$ 0.00
ST. JEAN, LORRAINE G	2002P	\$ 4,769.00	11/01/2002	\$0.00	\$ 0.00
ST. JEAN, LORRAINE G	2001P	\$ 4,465.00	11/16/2001	\$0.00	\$ 0.00
ST. JEAN, LORRAINE G	2000P	\$ 4,232.00	11/27/2000	\$0.00	\$ 0.00
ST. JEAN, LORRAINE G	1999P	\$ 3,654.00	11/29/1999	\$0.00	\$ 0.00
ST. JEAN, LORRAINE G	1998P	\$ 2,487.00	11/02/1998	\$0.00	\$ 0.00



TAXPAYER'S RSA 76:16 ABATEMENT APPLICATION TO MUNICIPALITY

TAX YEAR APPEALED 2015

INSTRUCTIONS

1. Complete the application by typing or printing legibly in ink. **This application does not stay the collection of taxes; taxes should be paid as assessed. If an abatement is granted, a refund with interest will be made.**
2. File this application with the municipality by the deadline (see below). Date of filing is the date this form is either hand delivered to the municipality, postmarked by the post office, or received by an overnight delivery service.

DEADLINES: The "notice of tax" means the date the board of tax and land appeals (BTLA) determines the last tax bill was sent by the municipality. (If your municipality bills twice annually, you must apply after the bill that establishes your final tax liability and not before.)

Step One: Taxpayer must file the abatement application with the municipality by March 1 following the notice of tax.

Step Two: Municipality has until July 1 following the notice of tax to grant or deny the abatement application.

Step Three: Taxpayer may file an appeal either at the BTLA (RSA 76:16-a) or in the superior court (RSA 76:17), but not both. An appeal must be filed:

- 1) no earlier than: a) after receiving the municipality's decision on the abatement application; or b) July 1 following the notice of tax if the municipality has not responded to the abatement application; and
- 2) no later than September 1 following the notice of tax.

EXCEPTION: If your municipality's final tax bill was sent out after December 31 (as determined by the BTLA), the above deadlines are modified as follows (RSA 76:1-a; RSA 76:16-d, II):

Step One: 2 months after notice of tax;

Step Two: 6 months after notice of tax; and

Step Three: 8 months after notice of tax.

FORM COMPLETION GUIDELINES:

1. **SECTION E.** Municipalities may abate taxes "for good cause shown." RSA 76:16. Good cause is generally established by showing an error in the assessment calculation or a disproportionate assessment. Good cause can also be established by showing poverty and inability to pay the tax.
2. **SECTION G.** If the abatement application is based on disproportionate assessment, the taxpayer has the burden to show how the assessment was disproportionate. To carry this burden the taxpayer must show: a) what the property was worth (market value) on the assessment date; and b) the property's "equalized assessment" exceeded the property's market value. To calculate the equalized assessment, simply divide the assessment by the municipality's equalization ratio (assessment ÷ ratio). Because a property's market value is a crucial issue, taxpayers must have an opinion of the market value estimate. This value estimate can be shown by obtaining an appraisal or presenting sales of comparable properties.
3. **SECTION H.** The applicant(s) must sign the application even if a representative (e.g., Tax Representative, Attorney, or other Advocate) completes Section I.
4. Make a copy of this document for your own records.

FOR MUNICIPALITY USE ONLY:

Town File No.: _____

Taxpayer Name: _____

RSA 76:16 ABATEMENT APPLICATION TO MUNICIPALITY

SECTION A. Party(ies) Applying (Owner(s)/Taxpayer(s))

Name(s): Naithan Couse

Mailing Address(es) 18 Demeritt Ave, Lee, NH 03861

Telephone Number(s): (Work) 603866-6993 (Home) 603866-6453

Note: If an abatement is granted and taxes have been paid, interest on the abatement shall be paid in accordance with RSA 76:17-a. Any interest paid to the applicant must be reported by the municipality to the United States Internal Revenue Service, in accordance with federal law. Prior to the payment of an abatement with interest, the taxpayer shall provide the municipality with the applicant's social security number or federal tax identification number. Municipalities shall treat the social security or federal tax identification information as confidential and exempt from a public information request under RSA 91-A.

SECTION B. Party's(ies)' Representative if other than Person(s) Applying (Also complete Section A)

Name(s): _____

Mailing Address(es): _____

Telephone Number(s): (Work) _____ (Home) _____

SECTION C. Property(ies) for which Abatement is Sought

List the tax map and lot number, the actual street address and town of each property for which abatement is sought, a brief description of the parcel, and the assessment.

<u>Town Parcel ID#</u>	<u>Street Address</u>	<u>Town</u>	<u>Description</u>	<u>Assessment</u>
<u>MAP 19 LOT 7-0</u>	<u>18 Demeritt Ave.</u>	<u>Lee, NH</u>	<u>Residential House w/ inlaw apt and detached barn on 3acet/1</u>	<u>\$242,400.00</u>

WAS AN INVENTORY BLANK TIMELY FILED FOR THIS PROPERTY FOR TAX YEAR 20 15 ?

YES NO N/A

SECTION D. Other Property(ies)

List other property(ies) in the municipality owned in the same name(s), even if abatements for the other property(ies) have not been sought. The taxpayer's entire real property estate must be considered in determining whether the appealed property(ies) is (are) disproportionately assessed.

<u>Town Parcel ID#</u>	<u>Street Address Town</u>	<u>Description</u>	<u>Assessment</u>
MAP 19, LOT 7-9	10 Fox Garrison Rd, Lee, NH	Residential with a variance for a landscaping company	\$261,400.00

SECTION E. Reasons for Abatement Application

RSA 76:16 provides that an abatement may be granted for "good cause shown." "Good cause" generally means: 1) establishing an assessment is disproportionate to market value and the municipality's level of assessment; or 2) establishing poverty and inability to pay the tax. This form can be utilized for either basis of requesting an abatement. The taxpayer has the burden to prove good cause for an abatement.

- 1) If claiming disproportionality, state with specificity all the reasons supporting your application. Statements such as "taxes too high," "disproportionately assessed" or "assessment exceeds market value" are insufficient. Generally, specificity requires the taxpayer to present material on the following (all may not apply):
1. physical data - incorrect description or measurement of property;
 2. market data - the property's market value on the April 1 assessment date, supported by comparable sales or a professional opinion of value; and/or
 3. level of assessment - the property's assessment is disproportionate by comparing the property's market value and the town-wide level of assessment.

Note: If you have an appraisal or other documentation, please submit it with this application.

- 2) If claiming poverty or inability to pay, state in detail why abatement of taxes is appropriate as opposed to some other relief such as relocating, refinancing or obtaining some alternative public assistance. Ansara v. City of Nashua, 118 N.H. 879 (1978).

(Attach additional sheets if needed.)

The house at 18 Demeritt Ave, Lee, NH was appraised on 12/29/14 for \$190,000.00 and the taxes are based on the assessment of \$242,400.00.

SECTION F. Taxpayer's(s') Opinion of Market Value

State your opinion of the market value of the property(ies) appealed as of April 1 of the year under appeal.

Town Parcel ID # MAP 19 - Lot 7-0 Appeal Year Market Value \$ 190,000.00

Town Parcel ID # _____ Appeal Year Market Value \$ _____

Explain the basis for your value opinion(s). (Attach additional sheets if necessary.)

See appraisal attached

SECTION G. Sales, Rental and/or Assessment Comparisons

List the properties you are relying upon to show overassessment of your property(ies). If you are appealing an income producing property, list the comparable rental properties and their rents. (Attach additional sheets if needed.)

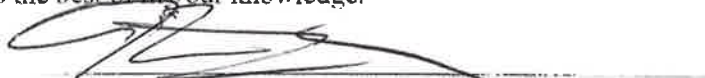
Town Parcel ID# Street Address Sale Price/Date of Sale Rents Assessment

See attached appraisal for 18 Demeritt Ave, Lee, NH
Page 2 of 6

SECTION H. Certification by Party(ies) Applying

Pursuant to BTLA TAX 203.02(d), the applicant(s) **MUST** sign the application. By signing below, the Party(ies) applying certifies (certify) and swear(s) under the penalties of RSA ch. 641 the application has a good faith basis, and the facts stated are true to the best of my/our knowledge.

Date: 2/25/15


(Signature)

(Signature)

SECTION I. Certification and Appearance by Representative (If Other Than Party(ies) Applying)

By signing below, the representative of the Party(ies) applying certifies and swears under penalties of RSA ch. 641:

1. all certifications in Section H are true;
2. the Party(ies) applying has (have) authorized this representation and has (have) signed this application; and
3. a copy of this form was sent to the Party(ies) applying.

Date: _____

(Representative's Signature)

SECTION J. Disposition of Application* (For Use by Selectmen/Assessor)

*RSA 76:16, II states: the municipality "shall review the application and shall grant or deny the application in writing by July 1 after notice of tax date"

Abatement Request: GRANTED _____ Revised Assessment: \$ _____ DENIED _____

Remarks:

Date: _____

(Selectman/Assessor Signature)

(Selectman/Assessor Signature)

(Selectman/Assessor Signature)

(Selectman/Assessor Signature)

Julie Glover

From: arlonchaffee@gmail.com on behalf of Arlon Chaffee <arlon@lococycling.com>
Sent: Thursday, August 27, 2015 7:21 PM
To: Julie Glover
Cc: Tom Dronsfield
Subject: Charity Bicycle Ride - October 17th - passes through Lee
Attachments: Lee Insurance Cert.pdf

Julie - the 5th Annual Krempels King of the Road Challenge charity bicycle ride will take place on Saturday Oct 18th. The ride starts and finishes at Timberland in Stratham. The route again comes through Lee: Camp Lee> Rt 152 W> Demerit> Cartland> Lee Hill> Wednesday Hill.

The ride starts at 9AM at in Stratham so the fastest riders would hit Campground Rd town line around 10:30AM. Remaining riders would be coming through town approx 10:45-11:45AM then onto Weds Hill.

These times are estimates as we'll be 25-30 miles into the ride and cyclists ride at their own pace and take their own time at the rest stop in Epping and the water stop on Cartland Rd. There is a "lead pack" of 75-80 riders led by trained motorcyclists and followed by a "sag-wagon"; they are the fast group with other riders as individuals, pairs or smaller groups of 3-15 riders.

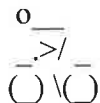
We expect 400+ riders this year but, by the time they reach Lee, they should be fairly spread out. We have all corners marked with (pole mounted) arrows and put up motorist Caution signs during the week before the event. All signs should be removed by a sweep vehicle that day or, latest, within 24 hours. Riders are instructed to obey the rules of the road.

I am sending along a cert of insurance - see attached. I am also cc'ing Chief Dronsfield, in case we need to discuss any public safety aspects of the ride.

Of course, I am happy to answer any questions either of you may have.

Thanks!

Arlon



Friends don't let friends ride slow

Arlon A. Chaffee
Big Wheel, LOCO Cycling, Inc.
PO Box 471
Newmarket NH 03857
Phone: [603.682.9954](tel:603.682.9954)

Please consider the environment before printing this e-mail



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/25/2015

Page 1 of 2

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

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

PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
	PHONE (A/C, NO, EXT):	877-945-7378 FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	Lexington Insurance Company 19437-001
INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 23497999

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR I/TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		015375404	12/31/2014	12/31/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COM/PROP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
								\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Endorsement LX4309 (06/14) AI- DESIGNATED PERSON-ORG: As required by written contract, Certificate holders are named as Additional Insured for USA Cycling sanctioned/permitted events.

Endorsement NAMEINSD (02/94) NAMED INSURED AMENDMENT: Event Organizers and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC Event Permit Application and coverage will be afforded only for the specific event and date on the permit.

CERTIFICATE HOLDER**CANCELLATION**

Town of Lee NH 7 Mast Rd. Lee, NH 03861	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Coll:4754758 Tpl:1913608 Cert:23497999 © 1988-2014 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Texas, Inc.		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	
POLICY NUMBER 015375404		EFFECTIVE DATE: 12/31/2014	
CARRIER Lexington Insurance Company	NAIC CODE 19437-001		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Event #2015-3201
 Event Name: Krempels King of the Road Challenge
 Event Location: Stratham, NH
 Event Date: 10/17/2015

The above event will include Kid's Ride.

Certificate Holder is an Additional Insured with respects to Event #2015-3201, Krempels King of the Road Challenge, in Stratham, NH on 10/17/2015, but only with respect to the liability arising out of the Named Insured's Operations.

ENDORSEMENT

This endorsement, effective 12:01 AM 12/31/2014

Forms a part of policy no.: 015375404

Issued to: USA CYCLING, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or



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

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

Applicant's Name: FRANK W Reinhold Jr

Address: 590 CALEF Hwy Phone/Cell: 603-553-164

of Years as a Resident: 60

Email address: Freinhold Jr@comcast.net

Full Membership (3 year term) position applying for: 250 Anniversary Planning Committee

Term Expires on the following date: _____

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

Term Expires on the following date: _____

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

PRIOR selectman, Served on MANY other
Boards and committees. Life Long
Resident, Have Time and energy to
SERVE.

Frank W Reinhold Jr
Signature

9/2/15
Date

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



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

RECEIVED
SEP 03 2015
TOWN OF LEE, NH
SELECTMAN'S OFFICE

Bureau of Planning & Community Assistance
Tel: (603) 271-3344
August 28, 2015

To Whom It May Concern:

We are sending the enclosed notice to your organization in an effort to encourage your participation regarding transportation projects planned between 2017-2026 throughout the State of New Hampshire.

Attached is a listing of all the dates, times and locations of public meetings planned throughout NH for review of the State of New Hampshire Transportation Ten Year Plan. In order to develop the best transportation solutions for your community, our Department needs your help. Experience has shown that the best transportation projects evolve as a result of close cooperation between planners, designers, and policy makers, and the residents, business owners, and interest groups who know and care about their residents and communities. The meetings are being hosted by the Department of Transportation, your Executive Councilor, and Regional Planning Commissions. We invite you, your residents and communities to actively participate in this meeting. Our goal is to hear from you what your transportation needs are.

If you have questions regarding these meetings or the scope of planned projects in your area, please contact me at (603) 271-3344.

Sincerely,

William E. Watson Jr., PE
Administrator

Enclosure
WEW/sa

Fall 2015

Public Hearing Schedule for 2017 - 2026 Ten Year Plan

Executive Councilor	Date	Town/City	Time	Location
District 1 Cnclr. Joseph D. Kenney	(Tue) 9/15/15	Lebanon	7:00 PM	City Council Chambers 51 North Park Street 5 th Floor
District 1 Cnclr. Joseph D. Kenney	(Wed) 9/16/15	Berlin	6:00 PM	City Hall Auditorium 168 Main Street
District 2 Cnclr. Colin Van Ostern	(Thur) 9/17/15	Rochester	6:00 PM	Community Center 150 Wakefield Street, Room 1A
District 2 Cnclr. Colin Van Ostern Co-Hosted with District 5 Cnclr. David K. Wheeler	(Fri) 9/18/15	Keene	12:00 NOON	Keene Parks and Recreation 312 Washington Street, Room 14
District 2 Cnclr. Colin Van Ostern Co-Hosted with District 1 Cnclr. Joseph D. Kenney	(Fri) 9/18/15	Charlestown	3:00 PM	Town Hall 19 Summer Street
District 4 Cnclr. Christopher C. Pappas Co-Hosted with District 5 Cnclr. David K. Wheeler	(Mon) 9/21/15	Bedford	7:00 PM	Bedford Cable TV Meeting Room 10 Meetinghouse Road
District 4 Cnclr. Christopher C. Pappas	(Wed) 9/23/15	Manchester	7:00 PM	Aldermanic Chambers – 3 rd Floor City Hall, 1 City Hall Plaza
District 2 Cnclr. Colin Van Ostern Co-Hosted with District 4 Cnclr. Christopher C. Pappas	(Thur) 9/24/15	Concord	5:30 PM	NH Department of Transportation 7 Hazen Drive, Room 114
District 3 Cnclr. Christopher T. Sununu	(Tue) 9/29/15	Hampton	7:00 PM	Seashell Complex Ocean Front Pavillion Room 170 Ocean Blvd.
District 3 Cnclr. Christopher T. Sununu	(Thur) 10/1/15	Kingston	7:00 PM	Kingston Community Library 56 Church Street by GPS Actual address 2 Library Lane
District 4 Cnclr. Christopher C. Pappas Co-Hosted with District 3 Cnclr. Christopher T. Sununu	(Thur) 10/8/15	Londonderry	7:00 PM	Town Office Council Chambers Moosehill Room 268B Mammoth Road
District 5 Cnclr. David K. Wheeler	(Tue) 10/13/15	Merrimack	6:30 PM	Merrimack Town Hall – West Wing Matthew Thornton Room 8 Baboosic Lake Road

District 1 Cnclr. Joseph D. Kenney	(Mon) 10/26/15	Conway	8:00 AM	Town Hall, Upstairs 1634 East Main Street
District 1 Cnclr. Joseph D. Kenney	(Mon) 10/26/15	Wakefield	11:30 AM	Sanbornville Public Safety Building 2017 Wakefield Road
District 1 Cnclr. Joseph D. Kenney	(Mon) 10/26/15	Plymouth	3:00 PM	Town Hall – Upstairs 6 Post Office Square
District 1 Cnclr. Joseph D.. Kenney	(Mon) 10/26/15	Laconia	6:30 PM	Belknap Mill 25 Beacon Street East Third Floor Meeting Room

**Governor's Advisory Commission on Intermodal Transportation
(GACIT)
2017-2026 Ten Year Plan Public Hearing**

**(Place)
Address**

(Date and Time)

SAMPLE AGENDA

1. Executive Councilor
 - Welcome
 - Introduce presenters
 - GACIT process
2. Regional Planning Commission
 - Regional philosophy
 - Regional priorities
3. NH Department of Transportation
 - Statewide philosophy
 - Statewide prioritization process
4. Public Comments
5. Closing Comments

Written Comments should be addressed to:

William E Watson, P.E.
Administrator
Bureau of Planning and Community Assistance
New Hampshire Department of Transportation
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483
and should be received no later than **November 5, 2015**

TITLE XX TRANSPORTATION

CHAPTER 228 ADMINISTRATION OF TRANSPORTATION LAWS

Statewide Intermodal Transportation Planning and Improvement Program

Section 228:99

228:99 Statewide Transportation Improvement Program (STIP). – The governor shall develop a statewide transportation improvement program as required by 23 U.S.C. sections 134 and 135, as amended. The governor shall revise and update the program every 2 years. Adoption of the STIP and revised STIP shall be as follows:

I. Each metropolitan planning organization and rural regional planning commission shall reach agreement with the department of transportation relative to funding unified planning work programs consistent with 23 U.S.C. sections 134 and 135 no later than December 1 of each even-numbered year. Each metropolitan planning organization and rural regional planning commission shall provide a regional transportation improvement program (TIP) to the department of transportation no later than April 1 of each odd-numbered year. Such plans shall include a public involvement plan and education initiative to ensure early and adequate input from residents, municipalities and any other interested parties in New Hampshire.

II. The commissioner shall submit the tentative STIP in accordance with the state planning process as required in 23 U.S.C. section 135 to the governor's advisory commission on intermodal transportation no later than July 1 of each odd-numbered year.

III. The **governor's advisory commission on intermodal transportation** shall conduct at least one public hearing in each executive council district to present the tentative STIP to the public and to receive the public's comments and recommendations regarding the program. The governor's advisory commission on intermodal transportation shall submit such program along with the commission's recommendations to the governor no later than December 1 of each odd-numbered year. Each metropolitan planning organization and rural regional planning commission should conduct an informational meeting after the commission submits its recommendations to receive the public's final comments and recommendations regarding the proposed programs before adoption by the governor.

IV. The governor shall submit the STIP to the general court to be acted on no later than January 15 of each even-numbered year. After an enactment by the general court of the STIP or by June 1 of each even-numbered year, whichever is earlier, each metropolitan planning organization and rural regional planning commission should continue its public involvement program by conducting at least one informational meeting concerning the STIP.

Source. 1994, 283:1, eff. July 1, 1994.



To Board of Selectmen
Town of Lee, NH 03861

Re: Road Race Request -

Dear Board of Selectmen,

We are seeking permission to conduct a Half and Full Marathon road race that travels through part of Lee New Hampshire. Below are the details of the event.

Race Date: Sunday - Oct 25th

Start time: 8:00 AM

Time Limit for Half Marathon: 2: 30 min

Time Limit for full: 4.5 hours

Race After-Party: Rockingham Ball room.

Insurance: The race will have a 2 million dollar policy for each individual and worker at the race. The insurance will name the Town of Lee as an additional insured.

The event will pay for any and all Police coverage and work closely with Police in Lee and all other towns.

Description:

The LOCO Marathon & Half Marathon will be an official "Boston Marathon qualifier". It will be conducted on two identical loops of 13 miles. The start and finish of the event are on the border of Newmarket and Newfields off of Ash Swamp Road at the Rockingham Junction.

The race course enters Lee on Rt. 152 and travels West to Campground Road where it goes left or South toward Epping. The event will be have approximately 450-500 runners.

The event will be a prestigious event with runners coming from all over the country to participate - The 8:00 am start will mean many will stay locally and visit our restaurants and town...creating a nice economic boost. The out of town course will cause a minor inconvenience to those traveling on Camp Lee and Rt. 152, but the early start will mitigate most of that.

Thank you for your consideration of our event.

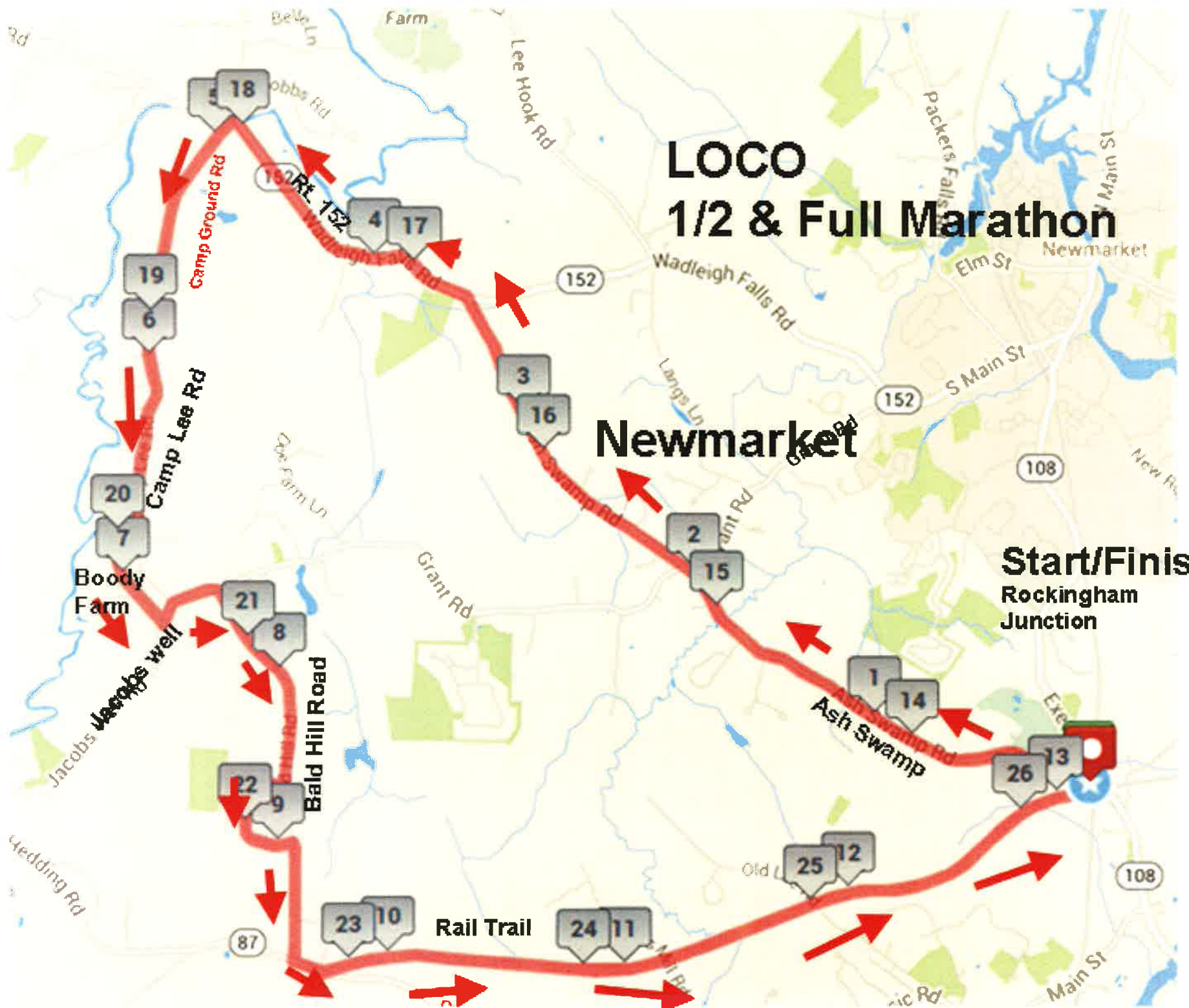
Sincerely,

Michael St. Laurent
LOCO Sports, Inc.
P. O. Box 423, Newmarket NH 03857
Phone: 603 659 2824
Email: Mike@locorunning.com

LOCO 1/2 & Full Marathon

Newmarket

Start/Finish
Rockingham
Junction



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

**Public Notice
Zoning Board of Adjustment**

The Town of Lee Zoning Board of Adjustment will conduct a public hearing on September 16, 2015 at a meeting beginning at 7:00 pm at the Public Safety Complex on 20 George Bennett Rd. An application for a Variance from applicant Lawrence & Leslie Hamilton of 79 Garrity Road. The property is known as Lee Tax Map #09-01-0200. The applicant is requesting a variance of the 2015 Lee Zoning Ordinance, Article V; Residential Zone, Section b-3 setbacks. In that the applicant is proposing to construct an attached garage to the existing home 0' +/- from the side property line where 25' is required.

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 with the Office of Planning & Zoning located at the Lee Town Hall.

POSTED AT THE LEE TOWN HALL & OFFICE OF PLANNING & ZONING ON FRIDAY,
SEPTEMBER 4, 2015 AT 2:30 PM.

ADVERTISED IN FOSTER'S DAILY DEMOCRAT.