

SELECT BOARD MEETING AGENDA

DATE: Monday, March 14, 2016 at 6:00 pm

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 meeting to Order – 6:00 pm**
2. **Select Board Organizational Discussion and Designation of Chairperson**
 - a. Elect Chairperson
 - b. Appoint a representative to the Planning Board and Heritage Commission
 - c. Approve 2016 Meeting Calendar
3. **Public Comment**
4. **Susan Mattioni, ORYA Babe Ruth Baseball Associate – Selling Banner Advertising at LRP**

Request permission for the ORYA Babe Ruth Baseball League to sell Banner Advertising to be displayed in the Little River Park Baseball Field in order to raise funds to maintain and increase serviceability of the field.
5. **Select Board – Facilities Committee**

Determine how/if to move forward with developing a charge and appointing members to a new committee
6. **Randy Stevens, Highway Supervisor - Summer Roadwork Plan, Budget Surplus and Aging Fleet**
 - a. Review summer roadwork plan with the Board in preparation for paving bids.
 - b. Discuss options for the use of the surplus in this year's budget i.e. guardrail at LRP, finishing remaining section at LRP, catch-up on paving or turning some funds back in to fund balance.
 - c. Discuss the aging plow/sand trucks and ask to present new vs used replacement proposal to the Board.
7. **Tom Dronsfield, Police Chief – Employee Active Threat Response Plan, Cruiser/Body Cameras, Safety Complex Security Cameras**
 - a. Present the Employee Active Threat Response Plan to the Board for approval and request permission to proceed with employee training as soon as possible.
 - b. Present 2 bids for body cameras and request permission to purchase the camera systems from Digital Ally as presented.
 - c. Present 2 bids for a new Security Camera system for the Public Safety Complex and request permission for the Chief of Police to purchase a system from Eastern Alarms & Communications, Inc., as presented.
8. **Select Board – Applications for Committees and Commissions**

Present the Board with applications for review and action.
9. **Julie Glover, Town Administrator**
 - a. Draft Cash Receipt/ Deposit Policy
 - b. Employee Wellness Program
 - c. Septic Tanks Pumping Bids
 - d. Miscellaneous

10. Motion to accept the Consent Agenda as presented:

SIGNATURES REQUIRED

Strafford County Public Health Region MOU
Intent to Cut (2)
Yield Tax Levy

INFORMATION ONLY

Letter to US Fish and Wildlife Service from Conservation
Commission re: Great Thicket NWR Draft Land Protection Plan
Commerford, Nieder and Perkins, LLC start-up documents

Individual items may be removed by any Select Board member for separate discussion and vote.

11. Motion to accept the Select Board Meeting Minutes from February 29, 2016 and March 7, 2016

12. Motion to accept Manifest #18 and Weeks Payroll Ending March 13, 2016.

**13. Motion to enter into Non-Public Session - NH RSA 91-A: 3 II (a) – a. Police Chief personnel
b. Transfer Station personnel**

14. Miscellaneous/Unfinished Business

15. Adjournment

Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on March 11, 2016

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

TOWN OF LEE, NH
Board of Selectmen
Meeting Procedures

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

MEETING SCHEDULES

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

AGENDA SETTING

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

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

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

CONDUCT OF MEETINGS

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

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

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

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

John R. LaCourse, Chairman

W. James Griswold, Selectman

David Cedarholm, Selectman



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

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

**BOARD OF SELECTMEN
MEETING AGENDA REQUEST**

_____ (Meeting Date Requested)

Agenda Item Title: _____

Requested By: _____ **Date:** _____

Contact Information: _____

Presented By: _____

Description: _____

Financial Details: _____

Legal Authority _____

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

Legal Opinion: _____

REQUESTED ACTION OR RECOMMENDATIONS:



TOWN OF LEE

SELECT BOARD OPERATIONAL GUIDELINES

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

I. GENERAL INFORMATION

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

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

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

II. GETTING ORGANIZED

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

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

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

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

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

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

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

III. DUTIES OF MEMBERS

- A. **Chair:** The Chair shall preside over all meetings and shall have the authority to:

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

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

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

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

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

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

38. Establish Fees (RSA 41:9-a, ART. 15 ATM 3/14/90)
39. Fill Vacancies in Elective Offices (RSA 669:61-75)
40. Issue an Extent Against a Tax Collector (RSA 85:5)
41. Issue a License to Carry a Loaded Weapon or Designate Such Duties (RSA 159:6)
42. Issue & Negotiate Tax Anticipation Notes (RSA 33:7)
43. Issue Licenses for Use of Streets (RSA 31:99,100, 102-a, 286:2)
44. Issue Permits for Charity Raffles (RSA 287-A:7)
45. Layout Town Highways (RSA 231)
46. Negotiate Collective Bargaining Agreements (RSA 273-A)
47. Negotiate Inter-Municipal Agreements (RSA 53-A:l & 162-G)
48. Negotiate a Payment Schedule for Library Appropriations (RSA 202-A:11)
49. Nominate the Appointment of a Health Officer (RSA 128:1) & Approve Appointment of Deputy Health Officer (RSA 128:5-b)
50. Notify the Public, Hold Public Hearings & Issue Orders on the Operation of Dams & Flumes (RSA 482)
51. Order the Cutting or Removal of Trees within a Designated Scenic Highway (RSA 231:158)
52. Order Reconstruction of Railroad Crossings over Local Highways (RSA 373:2)
53. Perambulation of Town Boundaries (RSA 51:2)
54. Prepare Budget Recommendations (RSA 32)
55. Prepare the Annual Town Report (RSA 41: 13-14)
56. Prepare Town Meeting Warrants (RSA 39:2)
57. Propose Amendments to the Zoning Ordinance, Historic District Ordinance or Building Code (RSA 675:3)
58. Regulate Entertainment and Dancing for On-Premise Liquor Licensees (RSA 179:19)
59. Regulate Fireworks (RSA 160-8)
60. Regulate Hazardous & Dilapidated Buildings (RSA 155-8)
61. Regulate Junk Dealers (RSA 322:1)
62. Regulate Junkyards (RSA 236: 1 15)
63. Regulate Noise (RSA 31:39)
64. Regulate the Operation of Snowmobiles (RSA 215-C:3 l)
65. Regulate Pool Tables & Bowling Alleys (RSA 286:6)
66. Regulate Town Highways, Sidewalks & Commons (RSA 41:11)
67. Regulate the Town Landfill & Recycle Center (RSA 149-M:17)
68. Regulate Town Property (RSA 41:11-a)
69. Regulate Trash Collection & Transportation (RSA 149-M:17)
70. Regulate Voluntary Recycling (RSA 149-M:17)
71. Request a Special Election to Fill a State Representative Vacancy (RSA 661:8)
72. Remove Elected Officials from Office for insanity or incapacitation (RSA 41: I 2) or for cause [RSA 41:16-c (Town Clerk) 41:26-d (Treasurer) and 41:40 (Tax Collector)]
73. Revise School District Boundaries (RSA I94:52)
74. Serve as Election Officials (RSA 658:9 & 659:95)
75. Serve as Local Governing Body (RSA 672:6)
76. Serve as Sewer Commission & Adopt Sewer Regulations (RSA 149-I)
77. Sit on Board of Health & Adopt Health Regulations (RSA 147)
78. Sit on the Municipal Records Disposition Committee (RSA 33-A:3)
79. Submit Reports to NH Department of Revenue Administration (RSA 2 I-J:34)

C. Delegation of Select Board Duties

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

D. Limitations on Select Board Duties

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

IV. BUSINESS PROTOCOLS

A. Public Sessions

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

B. Non-Public Sessions

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

C. Minutes

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

D. Non-Meetings

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

E. Emergency Meetings

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

F. Public Hearings

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

G. Personnel Hearings

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

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

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

H. Lack of a Quorum

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

I. Remote Participation in Meetings

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

J. Voting Abstentions

In the event that a member should voluntarily abstain from voting, such action shall not count towards the tally of a vote for the purposes of determining the majority viewpoint. So long as a majority of the board is present, only a majority of the votes actually cast is necessary to support an action. When a member abstains from a vote, they remain "present" at the meeting for the purposes of a quorum and often participate in the discussion of an issue. Under New Hampshire law, a member who abstains is presumed to go along with whatever the majority of the rest of the board does in that matter.

K. Illegal Votes

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

L. Disqualifications

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

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

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

M. Voting Procedures

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

N. Role of the Town Administrator

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

O. Correspondence

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

P. Political Issues

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

Q. Appointments of Town Officials

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

primarily on a candidate's qualifications, experience, track record, and ideology, even when considering re-appointments.

IV. MEMBERS' CODE OF CONDUCT

A. Select Board Meetings

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

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

B. General Rules

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

- (1) Don't make unilateral promises, threats or decisions on behalf of the Board.
- (2) Be very cautious about making promises with regards to a future vote or the treatment of any individual.
- (3) Do make yourself available to listen to (or read about) constituent concerns.
- (4) There is a fine line that is often impossible to identify between "acting in concert with personal beliefs and principles" vs. "acting in the best interests of the Town based on a specific set of circumstances". Follow your conscience.
- (5) Don't cast blame for problems without having all the facts. In most instances it is better to steer conversations towards identification of problems and possible solutions rather than pointing fingers at individuals who may have made mistakes.
- (6) Don't be afraid to explain that you were not aware of a certain situation or that you may not know the answer to a specific question about Town government. There are many resources available for you to get the right answers in a short period of time. Also keep in mind that the right answer may not always be the answer desired, but this will always be better than giving misinformation or false hope.

- (7) Friendships and business relations should not be a deciding factor when making decisions in the best interests of the Town. A true friend will understand and respect the need for a Member to avoid the appearance of favoritism.
- (8) The business of running the Town often requires perseverance, patience and long-term planning. The existence of phrases such as "Rome wasn't built in a day" and "the wheels of government grind slowly" is indicative of a frustrating reality at times. However, Members are encouraged to be mindful of their role in the posterity of future generations while dealing with current issues.
- (9) Keep in mind that the eyes of Lee are upon you. The things you say and do and the people you associate with are a reflection on your character as an official who is elected to represent the Lee community.
- (10) Try to avoid being a player on either end of the rumor mill. Work towards earning (and keeping) a reputation for having integrity.
- (11) Statements made by individual Members that amount to personal attacks or public insults (regardless of the setting) will impede the ability of the Select Board to function in the best interests of the Town.
- (12) Privileged information should not be shared or discussed with anyone other than the parties directly involved. In some instances the disclosure of privileged information can result in legal consequences (of a personal nature as well as creating Town liability) and/or removal from office.
- (13) In the event a Member becomes aware of any wrong-doing on the part of an elected or appointed Town Official, other than a member of the Select Board itself, this knowledge must be shared with the remaining members of the Board during a non-public session prior to any action being taken.
- (14) Members are indemnified by a Town insurance policy from liability for official conduct that is taken within the confines of their duties and responsibilities. Members are also covered under the Town's worker's compensation insurance policy as "employees", but they are not eligible for any other employee benefits.

C. Relationships with Other Elected Town Officials

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

D. Relationships with Other Town Boards & Committees

- (1) The Members should be mindful of the statutory authority granted to certain Boards and Commissions with a goal of assisting such agencies in the fulfillment of their mission to the greatest extent practical. This is especially relevant in dealing with the Town's Legislative Body as well as the

Planning Board, ZBA, and Commissions.

- (2) Whenever the Select Board decides to establish a board or committee that is not prescribed by law or is otherwise under the Board's jurisdiction, the Board shall adopt a resolution that specifies the name of the agency, the number of members and alternates if desired, the length of terms, the mission of the agency, (to include duties, responsibilities and authority), residency requirements, the date by which the agency shall cease to exist and any other information deemed relevant.
- (3) In some situations the role of the Select Board in any proceedings related to the removal from office of members of Boards, Committees and/or Commissions is specifically set forth in law and must be followed in a precise manner. However, there are also situations where the Select Board may have the authority to replace members with or without cause and with or without due process as may be allowed by law. Accordingly, it is important that the Oath of Office be carefully worded by the Members to ensure the Board preserves its rights pertaining to the status of appointees.
- (4) Members who serve as ex-officio members (or Liaisons) of other Boards and Committees are expected to vote and act in a manner that is consistent with the majority viewpoint of the Board, to the extent practical.
- (5) All Town Boards, Committees and Commissions are subject to the Right to Know Law and must therefore comply with all provisions of RSA 91-A.

E. Relationships with Other Members

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

E. Relationships with Staff

- (1) It is requested that Members deal with staff issues or requests for information through the office of the Town Administrator at all times. This is not to imply, however, that Members must do anything differently from ordinary residents with regards to routine government services (such as vehicle registrations, permit applications, etc.) in which case Members should expect to be treated in the same manner as every other "customer".
- (2) In the event a Member observes an employee exhibiting inappropriate behavior, such conduct should be promptly referred to the Town Administrator and/or other appropriate Department Head and may also be disclosed to the other members of the Select Board during a non-public session of a meeting.
- (3) Members should be aware that staff meetings are not open to the public and these meetings are not subject to the Right to Know Law. Members of the Select Board should only attend these types of

meetings upon invitation or request of the Town Administrator.

- (4) Members are encouraged to meet as individuals on a regular basis with the Town Administrator and other Department Heads to exchange information and share ideas. Such meetings are not subject to the Right to Know Law; however, any written documentation that is exchanged may be subject to public disclosure.
- (5) Members should never solicit political favors, contributions or election support from employees, who are expected to remain neutral in such matters at all times, but especially during work.
- (6) Disciplinary decisions made by Department Heads and/or the Town Administrator must be implemented without consulting the Select Board or individual Members in order to preserve the juror status and impartiality that is required for the Board and its members to serve as an appeals body.

F. Relationships with Legal Counsel

- (1) The Town Attorney works for the Town of Lee under such terms and conditions as may be determined solely by the Select Board. Consultations between the Members and legal counsel are exempt from the Right to Know Law.
- (2) Members of the Select Board are encouraged to communicate with the Town Attorney through the office of the Town Administrator. Often times the Town Administrator may be able to provide answers without incurring any legal expenses.
- (3) Members who have a legal question about Town business that is not of an urgent or emergency nature who do not wish to involve the Town Administrator in such an inquiry, are expected to discuss this matter with the remaining members of the Board during a non-public session (provided that it meets the requirements of NH RSA 91-A) of a meeting prior to contacting the Town Attorney directly.
- (4) Members who have a legal question about Town business of an urgent or emergency nature who do not wish to involve the Town Administrator are authorized to contact the Town Attorney directly, provided, however, that the nature of the communication shall be put into writing and shared with all Board members as soon as practical.
- (5) From time to time Members are individually served with a lawsuit in the exercise of their duties. Because the timing of the Town's response can be a critical component in a lawsuit, Members should immediately notify the Town Administrator if they have been sued as a Town Official. The Town Administrator will then forward copies of the lawsuit to all of the Members and the Town Attorney and the Town's insurance carrier. (Sometimes the Town's insurance carrier will provide and pay for legal counsel in which case the Town Attorney may not be involved in the proceedings.)

G. Relationships with the Media

- (1) It is recommended that Members never go "off the record" when communicating with a reporter and keep in mind that there may be times when it is in the Town's best interest for a Select Board Member to have "no comment," but such remarks should be used very judiciously.
- (2) Members should be very careful and cautious when choosing words during a conversation with a reporter (or in the presence of the media) to avoid being misquoted, or having words taken out of context, or disclosing information that should not be made public.
- (3) Although the Chair serves as the official spokesperson for the Board, there is nothing in these

guidelines that is intended to prevent any other member of the Select Board from speaking with the media and offering a personal viewpoint that may differ from the Board.

- (4) Newspaper accounts of municipal events are not always an entirely accurate depiction of the factual circumstances. Accordingly, members of the Select Board should not make decisions based solely on reports in the newspaper or on television or other media outlets.

I. Relationships with Civic Organizations & Citizens

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

J. Ethics

- (1) Individual Members should not seek to exert any undue influence or interference in the exercise of the official duties of other Town Officials or employees. In the event that a Member has legitimate personal interests in the outcome of a government function, and he/she acts as a private citizen in pursuit of that objective, than he/she should thereafter disqualify himself/herself as a Select Board member in any matters related thereto.
- (2) The Members shall uphold and exemplify the provisions of the Code of Ethics for Public Officials of the Town of Lee, as adopted by the Lee Select Board on May 26, 2015, attached hereto and incorporated herein as Appendix B.

K. Violations

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

IN WITNESS WHEREOF, these Operational Guidelines for the Select Board are adopted and approved on this 8th day of June 2015

Carole Dennis, Chairwoman

Scott Bugbee

John R. LaCourse

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

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

MEETING SCHEDULES

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

AGENDA SETTING

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

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

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

CONDUCT OF MEETINGS

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

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

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

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

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

John R. LaCourse, Chairman

W. James Griswold, Selectman

David Cedarholm, Selectman



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

Office Use Only

Meeting Date: _____

Agenda Item No. _____

**BOARD OF SELECTMEN
MEETING AGENDA REQUEST**

_____ (Meeting Date Requested)

Agenda Item Title: _____

Requested By: _____ **Date:** _____

Contact Information: _____

Presented By: _____

Description: _____

Financial Details: _____

Legal Authority _____

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

Legal Opinion: _____

REQUESTED ACTION OR RECOMMENDATIONS:

APPENDIX B
CODE OF ETHICS

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

Preamble

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

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

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

1. Act in the Public Interest

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

2. Comply with the Law

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

3. Conduct of Officials

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

4. Respect for Process

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

5. Conduct of Public Meetings

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

6. Endorsement of Candidates

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

7. Keep political support away from public forums

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

8. Communication

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

9. Conflict of Interest

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

10. Gifts and Favors

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

11. Confidential Information

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

12. Use of Public Resources

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

13. Representation of Private Interests

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

14. Advocacy

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

15. Policy Role of Officials

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

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

16. Independence of Boards and Commissions

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

17. Positive Work Place Environment

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

18. Implementation

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

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

19. Compliance and Enforcement

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

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

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

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

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

ADOPTED by the LEE SELECT BOARD on this 8th day of June 2015.

Carole Dennis, Chairperson

Scott Bugbee

John R. LaCourse

Lee Select Board
2016 Meeting Dates

Select Board Meeting

Town Holiday

January						
S	M	T	W	T	F	S
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TOWN of LEE
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only	
Meeting Date:	<u>3/14/16</u>
Agenda Item No.	<u>4</u>

BOARD OF SELECTMEN
3-14-16 **MEETING AGENDA REQUEST**
(Meeting Date Requested)

Agenda Item Title: Advertising options at
Little River Baseball Field.

Requested By: Susan Mattioni **Date:** 3-10-16
ORVA Babe Ruth Baseball

Contact Information: Susan Mattioni 659-2886

Presented By: Susan Mattioni

Description: It is requested that ORVA Baseball
can sell Banner Advertising to be displayed at
Little River Baseball Field in order to raise funds
to maintain the fields, increase servicability of the field.

Financial Details: (IN 2011 & 2012, the RecComm collected \$23,000) →
The Goal is to raise \$10,000.00

Legal Authority RSA 35-B; RSA 41:11-a; 41:8
(usually NH RSA or Town Ordinance/Policy):

Legal Opinion: TBD

REQUESTED ACTION OR RECOMMENDATIONS:

* Most Fields that are used/rented to and by Babe Ruth level baseball and up in age, have certain amenities. Ultimately, we would hope to fund the score board and necessary electric wiring. We are aware that safety and field maintenance items would be funded before any enhancement products are purchased and installed.



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Office Use Only
Meeting Date: [Click here to enter a date.](#) 3/14/16
Agenda Item No. [Click here to enter number.](#) 6a

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
3/14/2016

Agenda Item Title: Draft Summer Roadwork Plan

Requested By: Randy Stevens

Date: 3/4/2016

Contact Information: Randy Stevens rstevens@leenh.org

Presented By: Randy Stevens, Highway Supervisor

Description:

Present a draft summer roadwork plan for review by the Board in order to get paving bids sent out.

Financial Details: Highway Paving Budget \$175,000

Legal Authority NH RSA 41:8

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion:

Move to accept the Draft Summer Roadwork Plan and authorize the Highway Supervisor to obtain bids for paving.



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Office Use Only
Meeting Date: [Click here to enter a date.](#) 3/14/16
Agenda Item No. [Click here to enter number.](#) 62

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
3/14/2016

Agenda Item Title: Potential Highway Dept Surplus

Requested By: Randy Stevens

Date: 3/4/2016

Contact Information: Randy Stevens rstevens@leenh.org

Presented By: Randy Stevens, Highway Supervisor

Description:

Discuss the potential surplus (due to the mild winter) in the Highway Budget and discuss options for its use such as guardrail at LRP, finishing the remaining section of LRP, catch-up on paving, and/or turning some funds back to the unassigned fund balance.

Financial Details: Est. \$30-40,000

Legal Authority NH RSA 41:8; 32:10

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to authorize the Highway Supervisor to



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Office Use Only
Meeting Date: [Click here to enter a date.](#) 3/14/16
Agenda Item No. [Click here to enter number.](#) 60

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
3/14/2016

Agenda Item Title: Aging Fleet

Requested By: Randy Stevens

Date: 3/4/2016

Contact Information: Randy Stevens rstevens@leenh.org

Presented By: Randy Stevens, Highway Supervisor

Description:

Briefly discuss the aging fleet (plow/sand trucks) and see if the Board would like the Highway Supervisor to further investigate the cost of new vs used and present a report to the Board.

Financial Details: TBD

Legal Authority NH RSA 41:8

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to authorize the Highway Supervisor to do a study on the cost of new and used plow sand trucks and present same to the Board at a future date or table the subject.



832015
TOWN of LEE
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only

Meeting Date: 3/14/2016

Agenda Item No. 7a

**BOARD OF SELECTMEN
MEETING AGENDA REQUEST
3/7/2016**

Agenda Item Title: Employee Active Threat Response Plan

Requested By: Chief Tom Dronsfield

Date: 2/11/2016

Contact Information: Chief Tom Dronsfield, 659-5866, tdronsfield@leenhpolice.org

Presented By: Chief Tom Dronsfield

Description: Explain the response plan and training

Financial Details: N/A

Legal Authority NH RSA 41:8; 21-P:37; 21-P:39

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

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to approve the Employee Active Threat Response Plan as presented and proceed with training employees as appropriate.



832015
TOWN of LEE
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only

Meeting Date: 3/14/2016

Agenda Item No. 7b

**BOARD OF SELECTMEN
MEETING AGENDA REQUEST
3/14/2016**

Agenda Item Title: Cruiser/Body Camera Quotes

Requested By: Chief Tom Dronsfield

Date: 3/7/2016

Contact Information: Chief Tom Dronsfield, 659-5866, tdronsfield@leenhpolice.org

Presented By: Chief Tom Dronsfield

Description: As a follow up to the Board's previous inquiry regarding the use of body camera systems, I have researched various camera systems and we have wear-tested one. There are limited options available.

Financial Details: TASER- 3 Body Cameras only \$17,078.09 plus a yearly evidence storage fee of \$1,980.00.

Digital Ally (recommended)- 3 In Car Cameras and 3 Body Worn Cameras \$15,075.00. The evidence or videos can be stored on our own server.

We are looking for a grant to help offset the cost, but at this time the only option available has been discontinued. We are still looking but it does appear at this time that I will have the funds in my current budget for the purchase.

Legal Authority: NH RSA 105

Legal Opinion:

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to accept the recommendation to purchase the camera systems from Digital Ally as presented.



Quote	QUO-14973-F1J7V2
Date	3/7/2016
Page	1

9705 Loiret Blvd.
 Lenexa, KS 66219
 1-800-440-4947 www.digitalallyinc.com

Customer:

Lee Police Department Thomas Dronsfield 20 George Bennett Road Lee, NH 03824

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
LEENH1	KF2			Amy Walker	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
3	001-00038-20	DVM-800 Complete Kit, V2	\$3995.00	\$0.00	\$0.00	\$11,985.00
3	001-00219-00	FirstVu HD DVR w/ Standard Battery Kit	\$795.00	\$0.00	\$0.00	\$2,385.00
3	001-00235-11	FirstVu HD Chest Camera 11" Kit	\$0.00	\$0.00	\$0.00	\$0.00
3	001-0950-00	VuLink, Standard Kit	\$495.00	\$0.00	\$0.00	\$1,485.00
1	860-00151-00	VuVault Software DVD	\$595.00	\$595.00	\$595.00	\$0.00
3		DVM-800 Bundle Discount	(\$290.00)	\$0.00		(\$870.00)

Notes:

DVM-800 Includes a 5 year warranty.

Total Discount	\$595.00
Subtotal	\$14,985.00
Misc	
Tax	\$0.00
Freight	\$90.00
Total	\$15,075.00

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "you".

1. Exclusion of Other Terms; Entire Agreement. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, these Terms, the warranty and any special conditions executed by you and Digital Ally (collectively, the "Order") supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us.

TASER International

Protect Truth

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: 480-999-6151



TASER

Tom dronsfield
 (603) 659-5866
 tdronsfield@leenhpolice.org

Quotation
Quote: Q-24774-2
Date: 5/14/2015 11:22 AM
Quote Expiration:
Contract Start Date*: 7/1/2015
Contract Term: 5 years

Bill To:
 Lee Police Dept.- NH
 20 GEORGE BENNETT ROAD
 Lee, NH 03861
 US

Ship To:
 Tom dronsfield
 Lee Police Dept.- NH
 20 GEORGE BENNETT ROAD
 Lee, NH 03861
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Russ Myers	480-463-2168	rmyers@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

year 1 - Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
3	73030	CAMERA SYSTEM, AXON FLEX	USD 599.00	USD 1,797.00	USD 0.00	USD 1,797.00
3	73009	COLLAR/VERSATILE/CAP MOUNT, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	70026	EVIDENCE.COM DOCK, AXON SIX BAY	USD 1,495.00	USD 1,495.00	USD 0.00	USD 1,495.00
3	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 108.00	USD 0.00	USD 108.00
3	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 108.00	USD 0.00	USD 108.00
3	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 1,980.00	USD 0.00	USD 1,980.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
240	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 360.00	USD 0.00	USD 360.00
year 1 - Due Net 30 Total Before Discounts:						USD 5,848.00
year 1 - Due Net 30 Net Amount Due:						USD 5,848.00

Year 2 - Due 2016

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
3	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 1,980.00	USD 0.00	USD 1,980.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
340	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 510.00	USD 0.00	USD 510.00
Year 2 - Due 2016 Total Before Discounts:						USD 2,490.00
Year 2 - Due 2016 Net Amount Due:						USD 2,490.00

Year 3 - Due 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
3	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 108.00	USD 0.00	USD 108.00
3	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 1,980.00	USD 0.00	USD 1,980.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
440	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 660.00	USD 0.00	USD 660.00
Year 3 - Due 2017 Total Before Discounts:						USD 2,748.00
Year 3 - Due 2017 Net Amount Due:						USD 2,748.00

Year 4 - Due 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
3	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 108.00	USD 0.00	USD 108.00
3	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 1,980.00	USD 0.00	USD 1,980.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
540	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 810.00	USD 0.00	USD 810.00
Year 4 - Due 2018 Total Before Discounts:						USD 2,898.00
Year 4 - Due 2018 Net Amount Due:						USD 2,898.00

Year 5 - Due 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
3	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 108.00	USD 0.00	USD 108.00
3	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 660.00	USD 1,980.00	USD 0.00	USD 1,980.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
640	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 960.00	USD 0.00	USD 960.00
Year 5 - Due 2019 Total Before Discounts:						USD 3,048.00
Year 5 - Due 2019 Net Amount Due:						USD 3,048.00

Subtotal	USD 17,032.00
Estimated Shipping & Handling Cost	USD 46.09
Grand Total	USD 17,078.09

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <https://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at <https://www.taser.com/professional-services-agreement>. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <https://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (if needed): _____

Please sign and email to Russ Myers at rmyers@taser.com or fax to 480-999-6151

THANK YOU FOR YOUR BUSINESS!

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832015
TOWN of LEE
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only
Meeting Date: 3/14/2016
Agenda Item No. 7c

**BOARD OF SELECTMEN
MEETING AGENDA REQUEST
3/14/2016**

Agenda Item Title: Safety Complex Security Camera System

Requested By: Chief Tom Dronsfield

Date: 3/7/2016

Contact Information: Chief Tom Dronsfield, 659-5866, tdronsfield@leenhpolice.org

Presented By: Chief Tom Dronsfield

Description: Since the day that we had a “Bomb Threat” called into the Safety Complex, Chief Nemet and I have been looking at the security of the building. The current Security Camera System is 13 years old and inadequate. It does not give coverage for the entire building.

**Financial Details: Eastern Alarms & Communications, Inc.- (recommended) \$9,298.00
Stimuli Sight and Sound LLC- \$11, 920.11
Hackworth Fire and Security LLC- \$4,195.00 (did not include a DVR for recording.)
Request that funds be utilized either from the Contingency Fund or the Town Building Capital Reserve Fund.**

Legal Authority: NH RSA 41:8; 41:11-a

Legal Opinion:

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to accept the Police Chief’s recommendation to purchase a Security Camera System for the Public Safety Complex from Eastern Alarms & Communications, Inc., and to withdraw funds from the _____ for this purchase.

Memo

To: Members of the Board of Selectmen
From: Thomas C. Dronsfield, Jr., Chief of Police
Date: March 4, 2016
Re: Security Cameras for the Public Safety Complex

As a result of the bomb threat on November 19th 2015 at the Public Safety Complex, some deficiencies were noted with the security for the building and its occupants.

Besides the telephone recording issue that was previously mentioned and approved by the Board, it was discovered that the Public Safety Complex lacks video coverage around the front three sides of the building. The building currently has three (3) cameras outside, but this leaves a lot of the building not covered by video. There are also four (4) cameras inside the building which are recorded including the lobby and inside the Police Department. By adding more cameras outside, it would provide better security and also provide for better protection against "slip and fall" claims.

The Lee Police Department obtained quotes for improved video coverage of the building. The results are listed below:

Hackworth Fire & Security LLC	\$4,195.00
This is the company that installed the door access system for the Police and Fire Departments. This company also upgraded the Police burglar alarm system. As you will see, they only quoted on 7 additional cameras. There was no mention of increasing storage or upgrading the DVR for recording purposes	
Eastern Alarms & Communications, Inc.	\$9,298.00
This quote does include a new 16-channel DVR with three Terabyte storage along with 16 new HD cameras. This quote also provides a 2-year warranty on all parts and labor.	
Stimuli Sight & Sound, LLC	\$11,920.11
This quote supplies 8 new analog cameras to capture the areas of the building that currently are not videotaped. Additionally, this quote includes a new DVR with 30 days of recording capability. This quote provides a 3 month performance guarantee.	

The only item that is not the same between the three quotes is that Stimuli Sight and Sound also included a quote for adding a new camera in the booking room to expand coverage while officers are processing arrests.

Based on prior dealings with two of the three companies, I would suggest either approving the quote for Eastern Alarms & Communications, LLC or Stimuli Sight & Sound, LLC.

The Lee Police Department would like to thank the Board of Selectmen for all the financial assistance that has been provided to enhance security in the Town of Lee. Because of the assistance that has been previously provided for by the Board, the Lee Police Department would be able to pay for half of this purchase if the other half could be provided for through the Contingency Fund.

The Lee Police Department is also looking into purchasing body cameras and in-cruiser video recorders. If the contingency fund pays for ½ of the security camera purchase, the Police Department would be ensured that the total cost of the body cameras and in-cruiser video cameras could be funded by the Police Department, even if the grant funding that we are looking at doesn't come through.

Thank you for your time.

Hackworth Fire & Security LLC

134 Rocky Hill Rd.
Somersworth, NH 03878

Estimate

Date	Estimate #
2/18/2016	219161Q

Name / Address
Town of Lee PD 20 George Bennett Road Lee NH 03861

Project

Description	Qty	U/M	Rate	Total
Add 7 cameras as specified during walkthrough.			4,195.00	4,195.00
			Total	\$4,195.00

Proposal from Eastern Alarms - Lee Police Department

Eastern Alarms <support@eastern-alarms.com>

Fri 3/4/2016 9:19 AM

To Mail Lee NH Police <mail@Leenhpolice.org>;

 1 attachment (16 KB)

LEE POLICE DEPARTMENT 3-4-16.doc;

March 3, 2016

Town of Lee, NH
Attn: Chief Dronsfield
20 George Bennett
Lee, NH

Dear Chief Dronsfield:

Thank you for allowing us the opportunity to recommend improvements to your Fire Protection and Security. As the leading company in Fire and Burglar Protection, Eastern Alarms & Communications, Inc. is justifiably proud of its success in serving homeowners and businesses alike. Our goal is to "provide the right product at the right price" and to back that product with superior service.

We look forward to working with you and trust that the recommendations contained in this proposal are consistent with your implementation to be the best solution for satisfying all your security needs. **Please call me to confirm receipt of this quote and to schedule a date for the installation. My cell phone number is 603-770-8642.**

Sincerely,

John R. Lavalley
Protection Consultant
EASTERN ALARMS & COMMUNICATIONS, INC.

TOWN OF LEE, NH
ATTN: CHIEF DRONSFIELD
20 GEORGE BENNETT, LEE, NH
603-659-5866

RE: LEE POLICE DEPARTMENT

C.C.T.V. SYSTEM

1	HONEYWELL 16-CHANNEL (3) TERABYTE HD DVR	\$ 995.00
2	HONEYWELL HD74HD DOME CAMERAS – IN/OUT LOBBY @ \$225.00 EACH	\$ 450.00
14	HONEYWELL HB76HD2 BULLET CAMERAS WITH BUILT-IN IR LIGHTS @ \$229.00 EACH	\$ 3,206.00
1	24" C.C.T.V. 1080P MONITOR	\$ 285.00
1	16-CAMERA 12VDC POWER SUPPLY	\$ 215.00
32	CAT5E TO BNC CONVERTERS @ \$9.00 EACH	\$ 288.00
1	POWER SURGE PROTECTOR	\$ 49.00
1	WIRE AND MISC. MATERIALS	\$ 350.00
24	HOURS LABOR – 1ST MAN @ \$85 PER HR	\$ 2,040.00
16	HOURS LABOR – 2ND MAN @ \$65 PER HR	\$ 1,040.00
4	HOURS IT TECHNICIAN TIME APPROXIMATELY @ \$95 PER HR	\$ 380.00
	TOTAL	\$ 9,298.00

SIGNATURE _____ DATE _____

WARRANTY

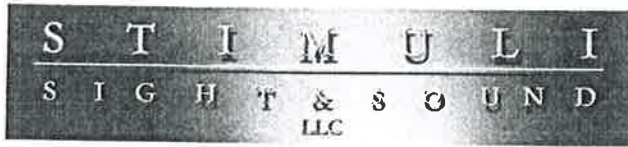
- ALL WORK WILL MEET BOTH FIRE AND ELECTRICAL CODES
- THERE IS A TWO YEAR WARRANTY ON ALL PARTS AND LABOR
- PLEASE NOTE THAT WARRANTY DOES NOT APPLY TO DAMAGE CAUSED BY LIGHTNING, VANDALISM OR POWER SURGES

PAYMENT TERMS

50% DUE UPON ACCEPTANCE OF QUOTE

BALANCE DUE UPON COMPLETION OF WORK STATED IN THIS QUOTE

SIGNATURE _____ DATE _____



*Stimuli Sight & Sound LLC
800 Central Avenue
Dover, NH 03820
(603)767-1738
www.stimulisightandsound.com*

Consultation Design Product Solutions Installation Education

Town of Lee - Security Camera System

Objective:

Design and install an updated security camera solution that provides the following:

- Additional coverage for the Booking Room
- Coverage for the Foyer entrance
- Coverage for the Employee entrance
- Improved coverage for the East entrance
- Cover for the front parking lot entrance, parking , and exit
- Coverage of the east facing garage bays
- Coverage of the east facing FD public entrance
- Coverage for west facing garage bays
- Future expansion of system
- Project management between the contractor and client services

*Business Music Systems • Business Video Systems • Business Promotional Displays
Home Theater Systems • Whole House Music & Video Systems • Security Cameras Systems
Communication Systems • Home Control Solutions*

Scope of Work:

1. Installation:

Booking Room:

- Provide and install a new fixed dome camera
 - Day/Night camera
 - Adjustable lens for zoom
 - Vandal resistant
 - Hi-Resolution image
 - Bilinx communication for remote set-up and control.
- Provide and install all cabling for video and camera power
- Covers the Breathalyzer area

Foyer:

- Provide and install a new fixed dome camera
 - Day/Night camera
 - Adjustable lens for zoom
 - Vandal resistant
 - Hi-Resolution image
 - Bilinx communication for remote set-up and control.
- Provide and install all cabling for video and camera power
- Covers the front entry doors

Employee Entrance:

- Provide and install a new fixed outdoor camera
 - True Day/Night performance
 - Adjustable lens for zoom
 - 720TVL sensor resolution
 - Stylish and sturdy weatherproof housing
 - Bilinx communication for remote set-up and control.
- Provide and install wall mount arm
- Provide and install all cabling for video and camera power
- Covers employee entrance door

Southeast Corner Entrance:

- Reuse the existing camera
- Relocate the existing fixed camera closer to the east side entry way.
- Provides better identification of people using the entrance
- Provide and install all cabling for video and camera power
- Covers east side PD and FD entry doors

Business Music Systems • Business Video Systems • Business Promotional Displays

Home Theater Systems • Whole House Music & Video Systems • Security Cameras Systems

Communication Systems • Home Control Solutions

Front Parking Lot:

- Provide and install one Pan/Tilt/Zoom (PTZ) outdoor dome camera
 - Will tour a preset area of the front parking lot.
 - Controllable from digital keyboard in the administrative area of the PD
 - Day/Night camera operation
 - Weatherproof housing
 - Adjustable lens for zoom
 - Hi-Resolution image
- Provide and install all cabling for video and camera power
 - Covers driveway entrance, thru the parking lot, to the driveway exit

West Garage Bays:

- Provide and install a new fixed outdoor camera
 - True Day/Night performance
 - Adjustable lens for zoom
 - 720TVL sensor resolution
 - Stylish and sturdy weatherproof housing
 - Bilinx communication for remote set-up and control.
- Provide and install wall mount arm
- Provide and install all cabling for video and camera power
- Covers west side Garage bays for the FD

East Garage Bays/ Public Entrance

- Provide and install a new fixed outdoor camera
 - True Day/Night performance
 - Adjustable lens for zoom
 - 720TVL sensor resolution
 - Stylish and sturdy weatherproof housing
 - Bilinx communication for remote set-up and control.
- Provide and install wall mount arm
- Provide and install all cabling for video and camera power
- Covers east side Garage bays and public entrance or the FD

Miscellaneous:

- Provide and install a new DVR with 30 days of recording capability
- Provide and install digital keyboard for remote control of the PTZ camera
- Provide and install a new 24 volt power supply for the additional cameras

2. Project Timeline:

- Material acquisition – 1.5 weeks (assumes equipment is in stock)
- On-site installation and system test – 3 days

Business Music Systems • Business Video Systems • Business Promotional Displays

Home Theater Systems • Whole House Music & Video Systems • Security Cameras Systems

Communication Systems • Home Control Solutions

- Education of system operations with key managers – As needed
3. Control:
- Camera control will be handled from the software application of the DVR.
 - PTZ camera control will be handled using the digital keyboard
 - Setup and configuration of the recording calendar will happen inside the DVR software per the client specifications.
4. Client Support:
- Installation services for this project will be backed by a 3 month performance guarantee to assure client satisfaction, system operations, and continued education.
 - This service will begin upon completion of the system.
 - Additional service can be acquired through our yearly service plan which provides the following:
 - Operational inspection
 - Equipment software upgrades as needed
 - New manufacturer firmware upgrades to fix bugs
 - Programming updates
 - Operational review of remotes and touch screens
 - Discounted equipment for repair services
 - System tune up
 - Assured system performance

Benefits:

- The system provides a complete solution for indoor and outdoor surveillance
- Provides an updated recording solution to accommodate up to 16 cameras
- Expansion consideration will accommodate future additions
- The system has been designed for easy operation and long term use.
- 3 month system support provides assured performance at no additional cost to client

Equipment Cost and Professional Fees:

Equipment costs and professional fees are summarized in the estimate attachment.

Closing:

We appreciate the opportunity to provide a professional media solution for your project. If you want to accept this proposal, please sign one copy of the estimate and return it. A deposit request and payment schedule will be provided upon acceptance..

Sincerely,

Christopher Andrews

Business Music Systems • Business Video Systems • Business Promotional Displays

Home Theater Systems • Whole House Music & Video Systems • Security Cameras Systems

Communication Systems • Home Control Solutions

Main Building: Police Department: Booking Room

1	Bosch VDN-5085-V321 FLEXIDOME AN outdoor 5000 dome camera with weatherproof housing and vandal-resistant	\$545.00
2	Liberty AV CM-RG59M-BNC Nickel C-Tec2 RG59 BNC plug for single, dual, tri or quad shield format	\$9.68
100	Liberty AV RG59CM-18-2C Black baseband with PTZ video RG59 plenum coaxial cable.	\$55.00
Main Building: Police Department: Booking Room Total:		\$609.68

Main Building: Police Department: Foyer

1	Bosch VDN-5085-V321 FLEXIDOME AN outdoor 5000 dome camera with weatherproof housing and vandal-resistant	\$545.00
2	Liberty AV CM-RG59M-BNC Nickel C-Tec2 RG59 BNC plug for single, dual, tri or quad shield format	\$9.68
75	Liberty AV RG59CM-18-2C Black baseband with PTZ video RG59 plenum coaxial cable.	\$41.25
Main Building: Police Department: Foyer Total:		\$595.93

Main Building: Police Department: Employee Entrance-Outdoors

1	Bosch VKN-5085V4-20 Kit include 960H analog camera and lens in 24VAC housing, WDR, 720 TVL, 15-zone privacy mask, NTSC, 2.8 - 11 mm lens	\$960.00
2	Liberty AV CM-RG59M-BNC Nickel C-Tec2 RG59 BNC plug for single, dual, tri or quad shield format	\$9.68
150	Liberty AV RG59CM-18-2C Black baseband with PTZ video RG59 plenum coaxial cable.	\$82.50
Main Building: Police Department: Employee Entrance-Outdoors Total:		\$1,052.18

Main Building: Police Department: South East Corner-Outdoors

1	Bosch VKN-5085V4-20 [OFE] - Kit include 960H analog camera and lens in 24VAC housing, WDR, 720 TVL, 15-zone privacy mask, NTSC, 2.8 - 11 mm lens	\$0.00
2	Liberty AV CM-RG59M-BNC Nickel C-Tec2 RG59 BNC plug for single, dual, tri or quad shield format	\$9.68
15	Liberty AV RG59CM-18-2C Black baseband with PTZ video RG59 plenum coaxial cable.	\$8.25
Main Building: Police Department: South East Corner-Outdoors Total:		\$17.93

Main Building: Police Department: Front Parking Lot-Outdoors

125	Liberty AV 18-2C-SH-GRY Grey commercial grade general purpose 18 AWG 2 conductor shielded cable (price per 1000 feet)	\$31.75
2	Liberty AV CM-RG59M-BNC Nickel C-Tec2 RG59 BNC plug for single, dual, tri or quad shield format	\$9.68
125	Liberty AV RG59CM-18-2C Black baseband with PTZ video RG59 plenum coaxial cable.	\$68.75
1	Speco 22x All-In-One, Outdoor PTZ Dome Camera 22x All-In-One, Outdoor PTZ Dome Camera, 3.9-85.8mm, White Housing.	\$1,099.95
1	Speco Corner mount adaptor for pendant arm Corner mount adaptor - pendant arm	\$38.00
1	Speco Pendant Arm for CPTZ32D5W Pendant Arm for CPTZ32D5W	\$124.00
Main Building: Police Department: Front Parking Lot-Outdoors Total:		\$1,372.13

Main Building: Police Department: Utility Closet

1	Altronix ALTV1224DC 8 Fused Outputs CCTV Camera & Accessory Power Supply. 12/24VDC @ 4A.	\$149.00
1	Bosch DVR-5000-16A001 DVR 5000 16CH WITH DVD WRITER	\$999.00
1	Bosch DVR-XS400-A SURVEILLANCE HDD EXPANSION 4TB	\$595.00
Main Building: Police Department: Utility Closet Total:		\$1,743.00

Main Building: Police Department: Front Desk

1	Bosch KBD-DIGITAL Digital Keyboard	\$824.00
1	Bosch LTC 8557/60 LTC 8557/60 Keyboard Extension Kit	\$175.00
50	Liberty AV 22-1P-EZ-BLK Black high-performance EZ-strip broadcast audio 22 AWG 1 pair shielded cable (price per 1000 feet)	\$16.40
Main Building: Police Department: Front Desk Total:		\$1,015.40

Main Building: Fire Department: West Garage Bays-Outdoors

1	Bosch VKN-5085V4-20 Kit include 960H analog camera and lens in 24VAC housing, WDR, 720 TVL, 15-zone privacy mask, NTSC, 2.8 - 11 mm lens	\$960.00
2	Liberty AV CM-RG59M-BNC Nickel C-Tec2 RG59 BNC plug for single, dual, tri or quad shield format	\$9.68
125	Liberty AV RG59CM-18-2C Black baseband with PTZ video RG59 plenum coaxial cable.	\$68.75
Main Building: Fire Department: West Garage Bays-Outdoors Total:		\$1,038.43

Main Building: Fire Department: East Garage Bays-Outdoors

1	Bosch VKN-5085V4-20 Kit include 960H analog camera and lens in 24VAC housing, WDR, 720 TVL, 15-zone privacy mask, NTSC, 2.8 - 11 mm lens	\$960.00
2	Liberty AV CM-RG59M-BNC Nickel C-Tec2 RG59 BNC plug for single, dual, tri or quad shield format	\$9.68
125	Liberty AV RG59CM-18-2C Black baseband with PTZ video RG59 plenum coaxial cable.	\$68.75
Main Building: Fire Department: East Garage Bays-Outdoors Total:		\$1,038.43

Project Subtotal: \$8,483.11

Miscellaneous Items:

1	Conduit/Fittings/Accessories	\$175.00	\$175.00
	Materials used for steel stud construction, commercial installations, or exposed surface installations		

Miscellaneous Items Total: \$175.00

Project Summary

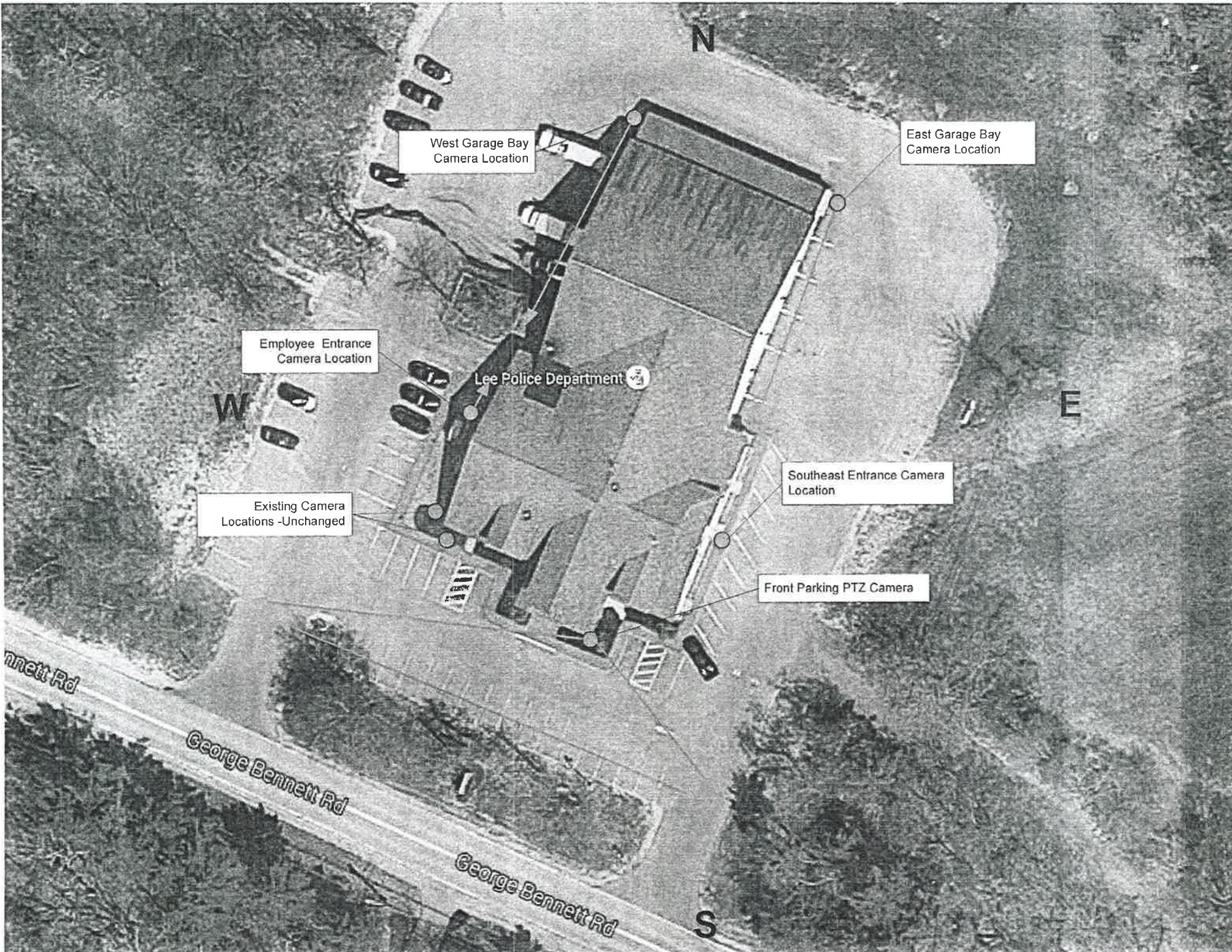
Equipment:	\$8,483.11
Labor:	\$3,262.00
Misc. Items:	\$175.00
Grand Total:	\$11,920.11

Client: **Town of Lee**

Date

Contractor: **Stimuli Sight & Sound LLC**

Date



N

E

W

S

West Garage Bay
Camera Location

East Garage Bay
Camera Location

Employee Entrance
Camera Location

Lee Police Department

Southeast Entrance Camera
Location

Existing Camera
Locations -Unchanged

Front Parking PTZ Camera

Bennett Rd

George Bennett Rd

George Bennett Rd



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

Office Use Only

Meeting Date: March 14, 2016

Agenda Item No. 8

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
3/14/2016

Agenda Item Title: Applications for Committees, Commissions and Boards

Requested By: Select Board 3/10/2016

Contact Information: 603-659-5414

Presented By: Julie Glover, Town Administrator

Description: Present the Board with applications for appointments to Town Committees and Commissions.

Financial Details: N/A

Legal Authority NH RSA 673:2; 673:3; 673:4-b; 36-A:3; 35-B:4

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to approve the following appointments to full positions:

William Humm to the Conservation Commission;

Larry Kindberg to the Recreation Commission;

Sharon Meeker and Mary Woodward to the Energy Commission.

Motion: Move to approve the following appointments to alternate positions:

Richard Babcock to the Agricultural Commission;

Motion: Move to approve the following appointments to committee positions:

Bill Callen Ad Hoc Race Track Committee;

To: **WILLIAM HUMM** of Lee, New Hampshire in the **County of Strafford:**

Whereas, there is a vacancy in the office of the CONSERVATION COMMISSION and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said named above, upon your taking the oath of office, and having this appointment and the certificate of said oath of office recorded by the Town Clerk, you shall have the powers, perform the duties and be subject to the liabilities of such office until March 2019.

Given under our hands, this 14TH day of March, 2016

.....>

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

.....>

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

**STATE OF NEW HAMPSHIRE
STRAFFORD COUNTY**

Personally appeared the above named **WILLIAM HUMM** took and subscribed the foregoing oath. Before me,

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

Date: _____, 2016

Received and Recorded:



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: WILLIAM HUMM

Address: 38 BIRCH HILL RD. Phone/Cell: 659-8857

of Years as a Resident: 18

Email address: BHumm@aol.com

Full Membership (3 year term) position applying for: CONSERVATION COMM.

Term Expires on the following date: 3/2019

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: 1. MANY YEARS EXPERIENCE ON THE CONS. COMM. AS REGULAR MEMBER AND AS CHAIR. 2. FAMILIARITY WITH TOWN-OWNED LANDS & HELD EASEMENTS. 3. CAREER AS MEDIATOR OF ENVIRONMENTAL DISPUTES.

William Humm
Signature

2/23/2016
Date

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

To: **LARRY KINDBERG** of Lee, New Hampshire in the **County of Strafford**:

Whereas, there is a vacancy in the office of the RECREATION COMMISSION and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said named above, upon your taking the oath of office, and having this appointment and the certificate of said oath of office recorded by the Town Clerk, you shall have the powers, perform the duties and be subject to the liabilities of such office until March 2019.

Given under our hands, this 29TH day of February, 2016

.....>

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

.....>

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

**STATE OF NEW HAMPSHIRE
STRAFFORD COUNTY**

Personally appeared the above named **LARRY KINDBERG** took and subscribed the foregoing oath. Before me,

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

Date: _____, 2016

Received and Recorded:



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

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

Applicant's Name: LARRY A. KINDBERG
Address: 12 LEE HILL RD, LEE, NH Phone/Cell: 603/292-5790 H
603-475-3207 C
of Years as a Resident: 10 YRS
Email address: LARRYKINDBERG@COMCAST.NET

Full Membership (3 year term) position applying for: RECREATION COMMISSION
Term Expires on the following date: MARCH 2016
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: CURRENT
MEMBER AND CHAIRMAN OF REC COMMISSION. REQUESTING
RE APPOINTMENT.

Larry A. Kindberg
Signature

2/3/16
Date

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

To: **SHARON MEEKER** of Lee, New Hampshire in the **County of Strafford**:

Whereas, there is a vacancy in the office of the **ENERGY COMMITTEE** and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said named above, upon your taking the oath of office, and having this appointment and the certificate of said oath of office recorded by the Town Clerk, you shall have the powers, perform the duties and be subject to the liabilities of such office until March 2019.

Given under our hands, this 29th day of February, 2016

.....>

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

.....>

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

**STATE OF NEW HAMPSHIRE
STRAFFORD COUNTY**

Personally appeared the above named **SHARON MEEKER** took and subscribed the foregoing oath. Before me,

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

Date: _____, 2016

Received and Recorded:



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: Sharon Meeker

Address: 205 Wassigh Falls Rd Phone/Cell: 603 659-5441

of Years as a Resident: 36 yrs

Email address: Smeeker@comcast.net

Full Membership (3 year term) position applying for: Energy Com

Term Expires on the following date: 2016

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

Term Expires on the following date: _____

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

I've been a member of
the committee for 3 years, assist
with all activities of the group

Sharon Meeker
Signature

Feb. 1, 2016
Date

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

To: **MARY WOODWARD** of Lee, New Hampshire in the **County of Strafford**:

Whereas, there is a vacancy in the office of the **ENERGY COMMITTEE** and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said named above, upon your taking the oath of office, and having this appointment and the certificate of said oath of office recorded by the Town Clerk, you shall have the powers, perform the duties and be subject to the liabilities of such office until March 2019.

Given under our hands, this 29th day of February, 2016

.....>

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

.....>

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

**STATE OF NEW HAMPSHIRE
STRAFFORD COUNTY**

Personally appeared the above named **MARY WOODWARD** took and subscribed the foregoing oath. Before me,

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

Date: _____, 2016

Received and Recorded:



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: Mary P Woodward

Address: 131 Wednesday Hill Road, Lee NH 03861 Phone/Cell: 603 659 6239

of Years as a Resident: 15

Email address: mhwoodward@comcast.net

Full Membership (3 year term) position applying for: Energy 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: Former member of
executive management team of scientific-technical public company, with experience in project assessment,
formulation, and negotiation; former Chair of Plant and Life Science Network of St. Louis MO Regional
Commerce and Growth Association; other - board, council, volunteer committees, including environmental
and conservation

Mary P. Woodward
Signature

February 1, 2016
Date

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

To: **RICHARD BABCOCK** of Lee, New Hampshire in the **County of Strafford**:

Whereas, there is a vacancy in the office of the AGRICULTURAL COMMISSION and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said named above, upon your taking the oath of office, and having this appointment and the certificate of said oath of office recorded by the Town Clerk, you shall have the powers, perform the duties and be subject to the liabilities of such office until March 2019.

Given under our hands, this 14TH day of March, 2016

.....>

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

.....>

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

**STATE OF NEW HAMPSHIRE
STRAFFORD COUNTY**

Personally appeared the above named **RICHARD BABCOCK** took and subscribed the foregoing oath. Before me,

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

Date: _____, 2016

Received and Recorded:



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: BRIANNE BAEVOR
Address: 225 N RIVER RD Phone/Cell: 659-9329
of Years as a Resident: 10
Email address: TUBADIRT@COMCAST.NET

Full Membership (3 year term) position applying for: _____

Term Expires on the following date: _____

Alternate Position (3 year term) position applying for: AG COM

Term Expires on the following date: 2016

I feel the following experience and background qualifies me for this position: 13 yrs
on AG COM, 18 yrs LEE FARMERS' MARKET
MANAGER, 37 yrs USDA NRCS

[Signature]
Signature

2/23/16
Date

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

To: **BILL CALLEN** of Merrimack, New Hampshire in the **County of Hillsborough**:

Whereas, there is a vacancy in the office of the **AD HOC RACE TRACK COMMITTEE** and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said named above, upon your taking the oath of office, and having this appointment and the certificate of said oath of office recorded by the Town Clerk, you shall have the powers, perform the duties and be subject to the liabilities of such office until March 2017.

Given under our hands, this 29th day of February, 2016

.....>

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

.....>

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

**STATE OF NEW HAMPSHIRE
STRAFFORD COUNTY**

Personally appeared the above named **BILL CALLEN** took and subscribed the foregoing oath. Before me,

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

Date: _____, 2016

Received and Recorded:



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: WILLIAM CALLEN

Address: 46 JOPPA ROAD Phone/Cell: 603-494-3706

of Years as a Resident: NON RESIDENT

Email address: BILLCALLEN@MYFAIRPOINT.NET

Full Membership (^{1 YEAR}~~3 year term~~) position applying for: AD HOC RACING 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: _____

GENERAL MANAGER FOR RACE TRACK

William Callen
Signature

2/24/2016
Date

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

Town of Lee, NH
Financial Policy
Cash Management Procedures

The following Policy and Procedure is approved by the Town of Lee Select Board as the approved cash management procedure, which includes payments made by check, for all town monies managed by Town of Lee departments.

1.0 CASH RECEIPTS POLICY

1.1 Authority

These procedures are adopted pursuant to the authority of RSA 41:9 and RSA 41:29

1.2 Purposes

- A. To establish adequate financial controls and accountability to in order to ensure the safeguarding of town funds.
- B. To provide uniform policies and procedures for the depositing of funds that will ensure operational quality and efficiency.

1.3 Deposit Agent(s)

- A. The Treasurer maintains custody of all funds except those funds held by the Trustees of Trust Funds. The Treasurer shall ensure that all monies are deposited at least on a weekly basis whenever funds remitted from all departments collectively totals \$1,500 or more.*(RSA 41:29 VII)*
- B. The Treasurer may designate deposit functions to other town officials or employees provided such delegation is in writing and includes written procedures acceptable to the Select Board. *(RSA 41:29 VI)*

1.4 Deposit Procedure

- A. Departments will ensure that all customers are issued a sequentially numbered receipt at the time of collection of moneys. Customers should be encouraged by appropriately placed signs to request a receipt.
- B. Departments will designate a secure area for the safeguarding and processing of cash received. Access to the secured area should be

restricted to authorized personnel only. The secured area should be locked when not occupied.

- C. All receipts must be remitted to the Treasurer, through the Finance Office, at least weekly whenever such funds total \$1,500.00 or more. In the case of a department that has authority from the Treasurer to deposit directly to the bank, such deposits must follow the same protocol.
- D. Each department must also complete an account detail report identifying the various revenue accounts to be credited, as well as a copy of the receipt for each transaction. The Finance Officer will verify the amount of the deposit while the department representative is still physically present. A copy of this report, signed by the authorized department head or commission treasurer, is to be signed by the Finance Officer who will retain a photocopy of the final report. The original report will be retained by the authorized person. Departments that are authorized to make deposits directly to the bank, shall forward this report along with a duplicate deposit slip to the Treasurer through the Finance Office.
- F. If there is a discrepancy, the Finance Office and the depositor will initial and provide a brief explanation of any changes made for immediate resolution. In the event that the discrepancies cannot be resolved, the Town Administrator and Department Head will be notified immediately.
- G. The Town Clerk/Tax Collector or Finance Officer shall make their deposits to the bank on the day the deposit is prepared or the next business bank day if the deposit cannot be made to the bank that day. In the event the deposit is to be made the next day, the deposit funds are to be secured on town property.
- H. Under no circumstance will the Department or any town employee utilize personal funds to compensate for shortages or overages. All shortages or overages must be brought to the attention of the Town Administrator prior to submission. Employees and officials are not allowed to cash personal checks made payable to the Town or paychecks.

1.5 Petty Cash

- A. A nominal amount of cash not to exceed \$100.00 may be retained by departments and should primarily be for use as change for daily transactions. Such fund will be kept in a locked cash box and stored with, or in the same manner as, deposit receipts as outlined in section 1.4-B. Such funds may be used for small convenience purchases when a credit card is not an accepted form of payment.

1. Disbursement of petty cash must be done using an approved voucher form.
2. Voucher forms must be signed by the employee receiving the funds and authorized by a Department Head or their designee.
3. A receipt for the purchase shall be returned to Department Head or their designee to be attached to the voucher form. Any change received as a result of the transaction shall be returned to the cash box.
4. Petty cash shall be reconciled on a weekly basis.
5. Reimbursement for petty cash expenditures shall be submitted to the Finance Office.
6. The Finance Office shall review the submittal for accuracy and issue a check to the department as part of the normal accounts payable process.

IN WITNESS WHEREOF, this Town of Lee Policy is hereby adopted and approved on the _____ by the Town of Lee Select Board, to be effective immediately. ATTEST:

Scott Bugbee, Selectman

John LaCourse, Selectman

UNDER SEAL OF THE TOWN, RECEIVED AND RECORDED ON THIS _____ DAY OF _____, 20____, BY:



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

Office Use Only

Meeting Date: March 14, 2016

Agenda Item No. 9c

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
3/14/2016

Agenda Item Title: Town Septic Tank Pumping Bids

Requested By: Julie Glover, Town Administrator

Date: 3/10/2016

Contact Information: 659-5414

Presented By: Julie Glover

Description: The Town Administrator will present a recommendation for the Septic Tank Pumping bids. The Town last issued a bid in 2011.

Financial Details: The current rate is \$235.00 for 500 gallons. The Town spent \$2,480 in FY15.

Legal Authority NH RSA 41:8; 41:11-a; and the Town Purchasing Policy

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to grant the Town Administrator authority to enter into a contract with _____ as recommended and presented.

**Town of Lee
Septic Tank Pumping Services**

Invitation to Bid

The Town of Lee invites bid bids from qualified bidders for the pumping of septic holding tanks and floor drains for all Town-owned buildings. Prospective respondents are advised to read the bid documents over carefully prior to submitting a bid. The intent is to award a multi-year contract to one Bidder.

Bids must be submitted to the **Town Administrator, Town Hall, 7 Mast Road, Lee, NH 03861 no later than March 14, 2016 at 2:00 p.m. EST** in order to be considered. Any bids received after specified date and time will not be considered.

Specifications and bid forms can be found on the Town's website www.leenh.org. Bidders interested in submitting a bid should contact Bill Stevens, Lee Building Maintenance Supervisor for a tour of the facilities. He can be reached at 603-397-9130 or bstevens@leenh.org.

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

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

Town of Lee
Septic Tank Pumping Services

BID SPECIFICATIONS

I. INTENT - The Town of Lee invites bids from qualified firms for the pumping of septic tanks and floor drain holding tanks and general maintenance of same for all Town-owned buildings.

II. GENERAL REQUIREMENTS

1. Bidders must respond in writing to all requirements of this Invitation to Bid. Any additional information or tasks that are felt to be relevant by the responding firm should be included together with the submittal requirements. Responses may be delivered or mailed to the address indicated.
2. The Bidder is expected to examine carefully the sites of the proposed work, this information and contract forms before submitting a bid. The submission of a bid shall be considered conclusive evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the contract.
3. The Bidder shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the terms of this bid and subsequent Contract.
4. Upon commencement of work, the contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site and members of the public, and other property at the site or adjacent thereto. All areas of the work shall be left in a neat and presentable condition.
5. The contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials.

III. SELECTION: Bidder selection shall be based on possession of the necessary experience, organization, technical and professional qualifications, and possession of a satisfactory record of performance, as well as cost.

IV. SCOPE OF WORK

1. The Contractor shall provide septic pumping, including digging, backfilling and removing tank covers, in accordance with the schedule provided or as necessary. All tanks must be thoroughly cleaned by using mechanical means and, as needed, manual labor, removing all sludge and matter.
2. After pumping, check for cracks in tanks, and inspect baffles and clean filters (if installed.)
3. The Contractor shall secure and pay for all permits, inspections and licenses necessary for the execution of the work.
4. The Contractor shall provide the availability of emergency service twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained employees so that calls of an emergency nature can be answered promptly. Contractor shall provide to the Town a 24/7 emergency phone number.
5. Request to repair and/or replace parts shall be approved by the Town Administrator or his/her designated representative(s). Materials shall be invoiced at a price not to exceed 10% above

Town of Lee
Septic Tank Pumping Services

Contractor's cost. All replacement parts shall be new and of sufficient quality.

6. The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the Building Maintenance Supervisor or his/ her designated representative(s).
7. All invoices must include detail of work performed, dates, and location of service and prices.
8. All scheduled services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the Town. No premium charges will be paid for any off-hour work for normal maintenance or scheduled repairs.

V. BID SUBMITTAL REQUIREMENTS:

1. Submit your cost bid on the form included, to include all labor, materials and any other charges;
2. Include at least three references, including recent contact names and phone number information;
3. State the number of years that your firm has been in this business and any other information that you feel will assist the Town in making a determination regarding your firm.

**Town of Lee
Septic Tank Pumping Services**

BID FORM

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

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

1. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity and no officer, agent or employee of the Owner is directly or indirectly interested in this Bid;

2. The undersigned has carefully examined the sites of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, and the difficulties attendant upon its execution. The undersigned has carefully read and examined the Bid Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof:

Building	Address	Type	Capacity (gallons)	Schedule	Last Pumped	Bid Price per Pumping
Town Hall	7 Mast Rd	Septic Tank	500	6 mos.	Oct. 2015	
PZ Annex	13 Mast Rd	Septic Tank	1000	2 yrs.	Jun. 2015	
Library	9 Mast Rd	Septic Tank	500	6 mos.	Oct. 2015	
Transfer Station	11 Recycling Ctr Rd	Septic Tank	1000	2 yrs.	Apr. 2015	
Hwy Garage	6 Recycling Ctr Rd	Septic Tank	1000	2 yrs.	Apr. 2014	
Hwy Garage	6 Recycling Ctr Rd	Floor drain	1000	1 yr.	Mar. 2015	
Hwy Annex	4 Recycling Ctr Rd	Septic Tank	1000	2 yrs.	Apr. 2014	
Hwy Annex	4 Recycling Ctr Rd	Floor drain	1000	1 yr.	Mar. 2015	
Public Safety Complex	20 Geo. Bennett Rd	Septic Tank	2000	2 yrs.	Apr. 2015	

Extra cost (if any) for Emergency calls: \$ _____

All Bids 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 Contract name as it appears at the top of the Bid Form.

Date _____

Company Name: _____

Print name: _____

Signature

**Town of Lee
Septic Tank Pumping Services**

BID FORM

Address: _____

Telephone #: _____

24/7 Tel. #: _____

Email: _____

Number of years your firm has been in this business: _____

References: Please list three references with contact names, address and telephone number:

1. _____

2. _____

3. _____

Other: _____

Town of Lee
Septic Tank Pumping Services

INSURANCE REQUIREMENTS

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

AMOUNT OF INSURANCE

A) Comprehensive General Liability:

Bodily injury or Property Damage - \$1,000,000

Per occurrence and general aggregate

B) Automobile and Truck Liability:

Bodily Injury or Property Damage - \$1,000,000

Per occurrence and general aggregate

Coverage requirements can be met with excess policies. Additionally, the Contractor shall purchase and maintain Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the Town of New Hampshire.

ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include naming the Town of Lee, New Hampshire as an **Additional Insured by certificate and amendatory endorsement**. A policy endorsement (form CG2010B or equivalent) must be provided as evidence of additional insured coverage.

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

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

Town of Lee
Septic Tank Pumping Services

CONTRACT AGREEMENT

THIS AGREEMENT made as of the ___th day of _____ in the year **2016**, by and between the Town of Lee, New Hampshire (hereinafter call the Owner) and _____ (hereinafter called the Contractor),

WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I- Work - The Contractor shall perform all work as specified or indicated in the Invitation to Bid for the completion of the work. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the work.

ARTICLE II - ENGINEER - The Engineer shall mean the Town Administrator, and/or authorized representative, who will generally oversee the completion of the work in accordance with these Contract Documents.

ARTICLE III - CONTRACT PRICE and PAYMENT- Upon acceptance of the work and settlement of all claims, Owner shall pay the Contractor based upon the Prices as shown in the Invitation to Bid.

ARTICLE IV – CONTRACT DOCUMENTS – The Contract Documents, which comprise the contract between Owner and Contractor, are attached hereto and made a part hereof and consist of the following:

1. This Contract Agreement
2. Invitation to Bid
3. Contractor’s Response to Bid
4. Insurance Requirements
5. Any modifications, including change orders, duly delivered after execution of this Agreement.

ARTICLE V – TERMINATION FOR DEFAULT – Should contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work in accordance with the Invitation to Bid, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election, and to employ any other persons to finish the work covered under this contract.

ARTICLE VI – INDEMNIFICATION OF OWNER – Contractor shall indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys’ fees) arising in any way out of the Contractor’s negligent performance of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorneys’ fees, and will satisfy any judgment rendered against Owner in such action.

ARTICLE VII – PERMITS – The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable Town, Town, and Federal laws, ordinances, rules and regulations. **The fee for Any Town of Lee permits shall be waived.**

ARTICLE VIII – INSURANCE – The Contractor shall secure and maintain insurance with limits not less than those specified in the Invitation to Bid.

ARTICLE IX – MISCELLANEOUS –

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.

Town of Lee
Septic Tank Pumping Services

CONTRACT AGREEMENT (con't)

B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

C. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument.

D. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.

E. Venue for any dispute shall be the Strafford County Superior Court unless the parties otherwise agree.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

Contractor:

BY: _____

TITLE: _____

TOWN OF LEE, N.H.

BY: _____

Julie E. Glover, Town Administrator, formally authorized to enter into this agreement by vote of the Select Board on _____.



Strafford County Public Health Region

Memorandum of Understandings



Town of Lee, New Hampshire

Strafford

Promote. Protect. Prepare.

MEMORANDUM OF UNDERSTANDING

between

Cities and Towns of Barrington, Dover, Durham, Farmington, Lee, Madbury, Middleton, Milton, New Durham, Rochester, Rollinsford, Somersworth, Strafford, and Berwick, ME

and

Strafford County Personnel, Supplies, Services and Facilities

I. Purpose

The purpose of this agreement is to establish a cooperative agreement between the Cities and Towns of Barrington, Dover, Durham, Farmington, Lee, Madbury, Middleton, Milton, New Durham, Rochester, Rollinsford, Somersworth, Strafford, and Berwick, ME referred to as the Strafford County Public Health Region (SCPHR), Section X and those companies listed in Section XI, referred to collectively as the Strafford County Personnel, Supplies, Services and Facilities (SCPSSF), to provide available resources to the best of your ability to support expanded public health capacity. Expanded public health capacity would be required in the event of a public health event affecting a large proportion of the regional population. Expanded capacity will be recommended by NH DHHS following a declared Public Health Incident (RSA 108:17-a) or a State of Emergency (RSA 4:45) issued by the Governor.

The SCPHR and SCPSSF agree to the terms, conditions, and responsibilities expressed in this memorandum of understanding (MOU).

II. Definitions

Public Health Emergency – refers to any event, natural or manmade, affecting a large proportion of the regional population having the capacity to outstrip available health resources.

Alternate Care Site – An alternate care site (ACS) operates like an in-patient facility established to provide

- Limited care to patients who would normally require admission to an acute care hospital
- May provide mass isolation of individuals who cannot be isolated in their own homes
- May focus care for one condition (such as influenza)

Neighborhood Emergency Help Center – Primarily, the Neighborhood Emergency Help Center (NEHC) can be thought of as an out-patient center. NEHC is intended to:

- Triage large numbers of people seeking care, especially to identify those that require inpatient care and to ensure that they are stabilized for evacuation to either an ACS or hospital, depending on the patient's level of acuity
- Provide self-help information, instructions (e.g. home care, medical follow-up), resources, and discharge planning.

Point of Dispensing – A Point of Dispensing (POD) facility is set up to dispense and distribute medications from local supplies or from the Strategic National Stockpile. The goal of the POD is to quickly dispense pills or administer shots to relatively healthy individuals and decrease the numbers of individuals who may get ill.

Medical Command and Control – Medical command and control (MCC) is assumed by a single hospital within an affected area to provide medical command and control, administrative assistance, technical supervision, and consultation services in support of health and medical response operations during times of emergency conditions. MCC coordinates access to and use of regional medical facilities (hospital, NEHCs, and ACS).

Casualty Transport System – Transportation provided between regional medical facilities including the hospital, NEHC, ACS, and POD.

Altered Standards of Care - In the event of a public health emergency it is anticipated that altered standards of care established by State and Federal Governments will be used. Altered standards of care may apply to triaging of victims, expansion of usual scope of practice standards for health professional, and modification of Emergency Medical Treatment and Active Labor Act (EMTALA).

Multi-Agency Coordinating Entity – A regional coordinating entity that serves as the primary liaison between the State EOC and the municipalities, hospitals, and other MACE agencies in the region with responsibility for coordinating all communications with each involved agency (e.g., NH DHHS, town Emergency Operations Centers, and facilities) and acquiring and allocating resources required by incident management personnel from within region and from NH DHHS Incident Command Center (ICC) to support operations.

III. Risk Management/Policy

Staff at ACC, NEHC, and/or POD as well as any other volunteers within the community, activated and working under a Commissioner declared Public Health Incident or a Governor declared State of Emergency would be covered as State employees for the purposes of liability and workers' compensation. During a non-declared emergency, liability is covered by the staff person's regular place of employment.

IV. Finances and Reimbursement

The SCPHR will maintain accurate records of expenditures and personnel hours contributed by SCPSSF in support of expanded medical capacity for the region. Although there is no guarantee of reimbursement, in the event that reimbursement is made available as a result of a declared emergency to the region, SCPSSF is eligible to receive a fair share of reimbursed expenses based on expenditures.

V. Responsibilities of Parties

During an emergency requiring opening an ACS, NEHC, and/or POD within the community, SCPSSF agrees to provide identified resources designated in the checklist listed in Attachment 1

to support expanded medical capacity. The SCPHR understands that SCPSSF's commitment is dependent upon the availability of designated resources at the time of the request. Available resources will be solicited by the Multi-Agency Coordinating Entity (MACE) on behalf of the region and coordinated with community partners. Available resources ideally will be made available within 12 hours or less of the time the request is made.

VI. Facility Requirements: (applicable only if facility is checked in Attachment 1)

By acknowledging its intent to serve as a NEHC, ACS, POD and/or shelter, SCPSSF, agrees to the following:

Upon request of the SCPHR and the State of New Hampshire, SCPSSF will permit, to the extent of ability, the use of physical facilities and equipment for the NEHC, ACS, and/or POD site.

- Equipment provided by SCPSSF shall include (if available), but not limited to:
 - Office equipment, including telephones, copy machines, computers, fax machines
 - Tables, chairs, desk, wheelchairs
 - Refrigeration
 - Back-up generators
 - Parking areas
- If it is available to do so, the facility will be made available to the SCPHR within 12 hours of the request and for the time period being requested.
- SCPSSF will designate an Administrator who will serve as the primary point of contact. This person shall have authority to open the building.
- SCPSSF agrees to allow site visits at appropriate and mutually agreeable times by the REGION PHN, the NH Department of Health and Human Services, and the for the development and maintenance of the NEHC, ACS, and /or POD site.
- Prior to releasing the facility to the SCPHR for use, SCPSSF shall evaluate the premises and secure valuable property not required for the NEHC, ACS, and/or POD activities, to the extent reasonably possible.
- SCPSSF agrees to indemnify and hold harmless the SCPHR and its directors, trustees, officers, and/or employees from any and all claims and liabilities caused by the negligent acts or omissions of SCPSSF arising under this agreement.
- SCPSSF represents and warrants that it has liability insurance to cover the use of the facility specified in this agreement.

As part of this agreement, SCPHR agrees to the following:

- SCPHR agrees to provide a point of contact to answer questions regarding the above-referenced arrangements.
- It is the responsibility of SCPHR to establish, maintain, and dismantle the operations of the NEHC, ACS and/or POD site. Upon termination of use as an NEHC, ACS and/or POD site, SCPHR agrees to leave the facility in its original condition.
- SCPHR agrees to indemnify and hold harmless SCPSSF and its directors, trustees, officers, and/or employees from any and all claims and liabilities caused by the negligent acts or omissions arising under this agreement.
- SCPHR represents and warrants that it has liability insurance to cover the provision of services specified in this agreement.

VII. Duration of Memorandum of Understanding

This memorandum of understanding (MOU) shall remain in place unless otherwise agreed to by both parties. This MOU may be terminated at any time, with sixty (60) days advanced written notification by either party.

VIII. Amendments

This MOU may be amended by written agreement of both parties or by their respective designee.

VIX. Authority to Enter into MOU

The persons executing this MOU on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this MOU on behalf of the entity for which they sign.

Strafford County

SCPHR Signatures

Town of Lee, NH

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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

(Assigned by Municipality)

YR TOWN OP#

15-255-12-T

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

PLEASE TYPE OR PRINT (If filling in form on-line; use TAB Key to move through fields)

- X 1. Town/City of: Lee
- X 2. Tax Map/Block/Lot or USFS Sale Name & Unit No. Sheet 23 4-0
- 3. Intent Type: Original Supplemental (Original Intent Number)
- X 4. Name of Access Road: HIGH RD
- X 5a. Acreage of Lot: 43.4 Acreage of Cut: 20
- 5b. Anticipated Start Date: ASAP
- 6. Type of ownership (check only one):
 - a. Owner of Land and Stumpage (Joint Tenants)
 - b. Owner of Land and Stumpage (Tenants in Common)
 - c. Previous owner retaining deeded timber rights
 - d. Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements

REPORT OF CUT / CERTIFICATE TO BE SENT TO:

OWNER OR LOGGER / FORESTER

BY-MAIL OR E-MAIL

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

Timber Tax Information is Available at www.revenue.nh.gov
Questions?? Call (603) 230-5950

X David M. Emerson 2/29/16
SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED
David M. Emerson
PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

X David M. Emerson 2/29/16
PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

X 85 North Road
MAILING ADDRESS

X Kingston N.H. 03848
CITY OR TOWN STATE ZIP CODE

fast Freddie 110@Hotma.t.com
E-MAIL ADDRESS

X 603 642-3506
HOME PHONE (Enter number without dashes) CELL PHONE (Enter number without dashes)

FOR MUNICIPAL ASSESSING OFFICIALS ONLY

The Selectmen/Municipal Assessing Officials hereby certify that:

- All owners of record have signed the Intent;
- The land is not under the Current Use Unproductive category;
- The form is complete and accurate; and

- Any timber tax bond required has been received.
\$ _____ Date: _____
- The tax collector will be notified within 30 days of receipt pursuant to RSA 79:10.
- This form to be forwarded to DRA within 30 days.

8. Description of Wood or Timber To Be Cut

Species	Estimated Amount To Be Cut	
White Pine	<u>30,000</u>	MBF
Hemlock		MBF
Red Pine		MBF
Spruce & Fir		MBF
Hard Maple		MBF
White Birch		MBF
Yellow Birch		MBF
Oak		MBF
Ash		MBF
Beech & Soft Maple		MBF
Pallet or Tie Logs	<u>15,000</u>	MBF
Other (Specify)		MBF
	Pulpwood	Tons Cords
Spruce & Fir		
Hardwood & Aspen		
Pine		
Hemlock		
Whole Tree Chips	<u>2000</u>	
	Miscellaneous	
High Grade Spruce/Fir		Tons
Cordwood & Fuelwood		Cords

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

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

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

X Fred Le Clair 2-29-16
SIGNATURE (in ink) OF PERSON RESPONSIBLE FOR CUT DATE

Fred Le Clair
PRINT CLEARLY OR TYPE NAME OF PERSON RESPONSIBLE FOR CUT

789 Main St
MAILING ADDRESS

FRÉMONT NH 03044
CITY OR TOWN STATE ZIP CODE

602-0905
PHONE NUMBER E-MAIL ADDRESS

MM

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

YR TOWN OP#
15-255-13-T (Assigned by Municipality)

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

PLEASE TYPE OR PRINT (If filling in form on-line; use TAB Key to move through fields)

8. Description of Wood or Timber To Be Cut

- 1. City/Town of Lee
2. Tax Map No/Lot or USFS sale name and unit # M1 L01, M5 L08, M5 L08-2 & M1 L01-100
3. Intent Type: Original [X] Supplemental []
4. Name of road from which accessible: Snell Road
5. a. Acreage of Lot: 163 Acreage of cut: 80
b. Anticipated start date:
6. Type of ownership (check only one):
a. Owner of Land and Stumpage (Joint Tenants) [X]
b. Owner of Land and Stumpage (Tenants in Common) []
c. Previous owner retaining deeded timber rights []
d. Owner/Purchaser of stumpage & timber rights on public lands (Fed, State, municipal, etc.) or Utility Easements []

Table with 3 columns: Species, Estimated Amount To Be Cut, and Unit. Rows include White Pine (80 MBF), Hemlock (4 MBF), Red Pine (75 MBF), Spruce & Fir (MBF), Hard Maple (MBF), White Birch (MBF), Yellow Birch (MBF), Oak (6 MBF), Ash (MBF), Beech & Soft Maple (MBF), Pallet or Tie Logs (20 MBF), Other (Specify) (MBF).

REPORT OF CUT FORM/CERTIFICATE TO BE SENT TO:
OWNER [] OR BY MAIL [X] OR
LOGGER/FORESTER [X] E-MAIL []

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

Timber Tax Information is Available at www.revenue.nh.gov

Questions?? Call (603)230-5950

SIGNATURE OF OWNER(S) OR CORPORATE OFFICER DATE 2/29/16
SIGNATURE OF OWNERS(S) OR CORPORATE OFFICER DATE 2/29/16

PRINT CORPORATE OFFICER NAME AND TITLE DATE
E & M Kelley Family Rev Trust
PRINT OWNER(S) NAME
96 Snell Road
MAILING ADDRESS
Lee NH 03824
CITY/TOWN STATE ZIP CODE
PHONE E-MAIL

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

Table with 2 columns: Species, Amount.

10. By signing I, the logger/Forester or person responsible for cutting and reporting the volumes of wood or timber to be reported by the owner. I have become subject to RSA 227-J, the timber harvest laws.

SIGNATURE OF PERSON RESPONSIBLE FOR CUTTING DATE 2/29/16

Peter Farrell NH LF #85
PRINT NAME
MAILING ADDRESS PO Box 111 Alton, NH 03809
CITY/TOWN STATE ZIP CODE
PHONE 603-387-4338 E-MAIL farrell@metrocast.net
603-875-7626

FOR ASSESSING OFFICIALS USE ONLY
The Selectmen/Assessing Officials hereby certify that:
1. All owners of record have signed the Intent:
2. The land is not under the Current Use Unproductive category;
3. The form is complete and accurate; and
4. Any timber tax bond required has been received: \$ Date
5. The tax collector will be notified within 30 days or receipt pursuant to RSA 79:10;
6. This form to be forwarded to DRA within 30 days.

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

TOWN: Lee, NH
 COUNTY: Strafford
 OWNER: Richard & Betty Babcock
 OWNER:
 ADDRESS: 225 North River Road
 ADDRESS: Lee, NH 03861

INTENT FILED DURING TAX YEAR: April 1, 2015 to March 31, 2016

ACCOUNT & SERIAL #: 1
 MAP & LOT #: 26-08-0100
 OPERATION #: 15-255-08
 DATE OF BILLING: March 7, 2016

SPECIES	LOW MBF	HIGH MBF			RANGE DIFFERENCE	RATING %	STUMPAGE VALUE *	# BOARD FEET IN THOUSANDS			
WHITE PINE	\$110.00	\$160.00			\$50.00	0.50	\$ 135.00	27.230			
HEMLOCK	\$35.00	\$50.00			\$15.00	0.50	\$ 42.50	0.000			
RED PINE	\$40.00	\$50.00			\$10.00	0.50	\$ 45.00	0.140			
SPRUCE & FIR	\$75.00	\$110.00			\$35.00	0.50	\$ 92.50	0.000			
HARD MAPLE	\$160.00	\$325.00			\$165.00	0.50	\$ 242.50	0.000			
WHITE BIRCH	\$50.00	\$80.00			\$30.00	0.50	\$ 65.00	0.000			
YELLOW BIRCH	\$110.00	\$200.00			\$90.00	0.50	\$ 155.00	0.000			
OAK	\$190.00	\$375.00			\$185.00	0.50	\$ 282.50	0.000			
ASH	\$80.00	\$130.00			\$50.00	0.50	\$ 105.00	0.000			
BEECH/SOFT MAPLE	\$35.00	\$80.00			\$45.00	0.50	\$ 57.50	0.000			
PALLET/TIE LOGS	\$30.00	\$50.00			\$20.00	0.50	\$ 40.00	30.460			
Hickory	\$0.00				\$0.00	0.00	\$ -	0.000			
OTHERS:	\$0.00	\$0.00			\$0.00	0.00	\$ -	0.000			
TONS & CORDS	TONS LOW	TONS HIGH	CORDS LOW	CORDS HIGH	TONS	CORDS	RATING %	STUMPAGE VALUE TONS *	STUMPAGE VALUE CORDS *	#TONS	#CORDS
SPRUCE & FIR	\$1.00	\$2.00	\$2.20	\$4.40	\$1.00	\$2.20	0.50	\$ 1.50	\$ 3.30	0.000	0.000
HARDWOOD & ASPEN	\$3.00	\$6.00	\$7.75	\$15.00	\$3.00	\$7.25	0.50	\$ 4.50	\$ 11.38	0.000	0.000
PINE	\$1.00	\$1.50	\$2.20	\$3.30	\$0.50	\$1.10	0.50	\$ 1.25	\$ 2.75	0.000	0.000
HEMLOCK	\$2.00	\$4.00	\$4.75	\$9.60	\$2.00	\$4.85	0.50	\$ 3.00	\$ 7.18	0.000	0.000
WHOLE TREE CHIPS	\$0.50	\$2.00	\$0.00	\$0.00	\$1.50	\$0.00	0.50	\$ 1.25	\$ -	826.000	0.000
HIGH GRADE SPRUCE	\$23.00	\$30.00	\$0.00	\$0.00	\$7.00	\$0.00	0.50	\$ 26.50	\$ -	0.000	0.000
CORD WOOD/FUELWOOD	\$0.00	\$0.00	\$8.00	\$14.00	\$0.00	\$6.00	0.50	\$ -	\$ 11.00	0.000	0.000

* STUMPAGE VALUE = % RATING X RANGE DIFFERENCE + LOW RANGE VALUE

CERTIFICATION OF YIELD TAXES ASSESSED
INTENT FILED DURING TAX YEAR: April 1, 2015 to March 31, 2016

TOWN / CITY OF: Lee, NH
COUNTY OF: Strafford
CERTIFICATION DATE: March 7, 2016

 (Selectmen/assessor)

 (Selectmen/assessor)

 (Selectmen/assessor)

 (Selectmen/assessor)

 (Selectmen/assessor)

SEND SIGNED COPY TO: DEPT. OF REVENUE ADMINISTRATION
 PROPERTY APPRAISAL DIVISION
 P.O. BOX 487
 CONCORD, NH 03302-0487

# 1	# 4	# 5	# 6	# 6	# 7	# 8	# 9	# 10
<u>NAME OF OWNER</u>	<u>SPECIES</u>	<u>NUMBER OF BOARD FEET IN THOUSANDS</u>	<u>NUMBER OF TONS</u>	<u>NUMBER OF CORDS</u>	<u>STUMPAGE VALUE</u>	<u>TOTAL ASSESSED VAL.</u>	<u>TAX AT 10 %</u>	
Richard & Betty Babcock 0 225 North River Road Lee, NH 03861	WHITE PINE	27.230			\$135.00	\$3,676.05	\$367.61	
	HEMLOCK	0.000			\$42.50	\$0.00	\$0.00	
	RED PINE	0.140			\$45.00	\$6.30	\$0.63	TOTAL TAX
<u>ACCOUNT OR SERIAL #:</u> 1	SPRUCE & FIR	0.000			\$92.50	\$0.00	\$0.00	DUE ON THIS
	HARD MAPLE	0.000			\$242.50	\$0.00	\$0.00	OPERATION
# 2 BY WHICH LOT WAS DESIGNATED IN NOTICE OF INTENT <u>MAP & LOT NUMBER</u> 26-08-0100	WHITE BIRCH	0.000			\$65.00	\$0.00	\$0.00	(TOTAL OF
	YELLOW BIRCH	0.000			\$155.00	\$0.00	\$0.00	COL. # 9)
	OAK	0.000			\$282.50	\$0.00	\$0.00	
	ASH	0.000			\$105.00	\$0.00	\$0.00	
	BEECH & S. MAPLE	0.000			\$57.50	\$0.00	\$0.00	
	PALLET / TIE LOGS	30.460			\$40.00	\$1,218.40	\$121.84	
	OTHERS :	0.000			\$0.00	\$0.00	\$0.00	
	OTHERS :	0.000			\$0.00	\$0.00	\$0.00	
					TONS	CORDS		\$593.33
# 3 <u>OPERATION NUMBER</u> 15-255-08	SPRUCE & FIR		0.00	0.00	\$ 1.50	\$ 3.30	\$0.00	\$0.00
	HARDWOOD & ASPEN		0.00	0.00	\$ 4.50	\$ 11.38	\$0.00	\$0.00
	PINE		0.00	0.00	\$ 1.25	\$ 2.75	\$0.00	\$0.00
	HEMLOCK		0.00	0.00	\$ 3.00	\$ 7.18	\$0.00	\$0.00
	WHOLE TREE CHIPS		826.00	0.00	\$ 1.25	\$ -	\$1,032.50	\$103.25
	HIGH GRADE SPRUCE		0.00	0.00	\$ 26.50	\$ -	\$0.00	\$0.00
	CORDWOOD		0.00	0.00	\$ -	\$ 11.00	\$0.00	\$0.00
						\$5,933.25	\$593.33	

**ORIGINAL WARRANT
YIELD TAX LEVY
March 7, 2016
THE STATE OF NEW HAMPSHIRE**

Strafford

TO: COLLECTORS NAME, Collector of Taxes for Town of Lee, NH, in said county:

In the name of said State you are hereby directed to collect on or before thirty (30) days from date of bill from the person(s) named herewith committed to you, the Yield Tax set against their name(s), amounting in all to the sum of : **\$593.33**, with interest at eighteen (18%) percent per annum from the due date and on all sums not paid on or before that day. We further order you to pay all monies collected to the treasurer of said town, or treasurer's designee as provided in RSA 41:29, VI, at least on a weekly basis, or daily when receipts exceed \$1,500.00 or more often when directed by the Commissioner of Revenue Administration.

Given under our hands and seal at Lee, NH

(Selectmen/assessor)

(Selectmen/assessor)

(Selectmen/assessor)

(Selectmen/assessor)

(Selectmen/assessor)

DATE SIGNED: March 7, 2016

NAME & ADDRESS	MAP & LOT	OPERATION #	YIELD TAX DUE
Richard & Betty Babcock 225 North River Road Lee, NH 03861	26-08-0100	15-255-08	\$593.33

TAX DUE DATE: April 6, 2016 TOTAL YIELDTAX: \$593.33

TIMBER CUT FOR INTENTS FILED DURING: April 1, 2015 to March 31, 2016

Average Stumpage Value List

Suggested for the **NORTHERN** Region of N.H.

October 1, 2015 to March 31, 2016

Available at www.nh.gov/revenue

LOW VALUE: LARGE LOGGING COSTS, POOR ACCESSIBILITY OR LOW GRADE TIMBER

HIGH VALUE: SMALL LOGGING COST, GOOD ACCESSIBILITY, OR HIGH GRADE TIMBER

SAW LOGS	MBF LOW	MBF HIGH
White Pine	\$115.00	\$160.00
Hemlock	\$30.00	\$55.00
Red Pine	\$30.00	\$50.00
Spruce & Fir	\$110.00	\$140.00
Hard Maple	\$150.00	\$350.00
White Birch	\$75.00	\$130.00
Yellow Birch	\$130.00	\$250.00
Oak	\$160.00	\$325.00
Ash	\$80.00	\$145.00
Beech & Soft Maple	\$40.00	\$100.00
Pallet & Tie Logs	\$30.00	\$50.00

Stumpage values for species not listed are available from DRA @ (603) 230-5950

PULPWOOD	TONS LOW-HIGH	CORDS LOW-HIGH
Spruce & Fir	\$4.00-\$6.00	\$8.80-\$13.20
Hardwood & Aspen	\$5.00-\$8.25	\$13.00-\$21.45
Pine	\$2.00-\$4.00	\$4.40-\$8.80
Hemlock	\$3.75-\$5.00	\$9.00-\$12.00
Fuel Chips	\$1.00-\$3.00	
MISCELLANEOUS	TONS LOW-HIGH	CORD LOW-HIGH
High Grade Spruce	\$23.00-\$30.00	
Cordwood		\$12.00-\$18.00

Note: The assessing official shall use the average stumpage value list provided by the department of Revenue Administration, taking into consideration the location of the timber, the quality of the timber, the size of the sale and other factors necessary to harvest the wood or timber that affect the value of timber being cut.

Upon a claim of over assessment, the assessing official shall consider the stumpage price paid or conduct an inspection of the property and use the above stumpage value list.

This is only an **Average** stumpage value range list. The selectman/Assessor may go above or below.

Prepared by:



Jesse Bushaw, LPF

Department of Revenue Administration

This stumpage value forecast is compiled from a survey two weeks prior to printing.

Values may change during this period.

October 1, 2015

REPORT OF WOOD OR TIMBER CUT

RSA 79:11

See instructions on back of form

OPERATION # 15-255-08 - T

For Tax Year April 1, 2015 to March 31, 2016

Mailing Address:

WOODWARD TIMBER INC
H W WOODWARD
62 STAGE ROAD
NOTTINGHAM NH 03290-

- 1. City/Town of: LEE
2. Tax Map/Lot # or USFS sale name/unit #: M26 L8
3. Exact Acreage of Cut: 14
4. Is the cutting complete? Yes [checked] No
5. If yes, date cutting was completed? 1/2016
6. Name of sawmill or pulpmill logs or pulpwood was sold to:

NC Hunt
Pleasant River Pine
EVERSOURCE

7. I hereby report the wood or timber cut under penalty of perjury.
(Signature and date of owner or corporate officer)

(Signature and date of corporate officer)

(Print name of owner(s))

(Mailing address)

(City/Town, State, ZIP Code)

(Telephone number)

PENALTY: Any person who fails to file a Report of Wood or Timber Cut with the proper assessing officials...
DOOMAGE: If an owner neglects to file a report or willfully falsifies a report, the assessing officials shall assess doamage...

8. Description of Wood or Timber Cut

Table with columns: SPECIES, EXACT SCALE CUT, USE INTERNATIONAL 1/4 RULE LOG SCALE, TONS OR CORDS. Includes entries for White Pine, Hemlock, Red Pine, Spruce & Fir, Hard Maple, White Birch, Yellow Birch, Oak, Ash, Beech & Soft Maple, Pallet or Tie Logs, Others (Specify), PULPWOOD, Spruce & Fir, Hardwood & Aspen, Pine, Hemlock, Whole Tree Chips, MISCELLANEOUS: High Grade Spruce/Fir, Cordwood & Fuelwood.

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

10. Under penalty of perjury, I (the logger/forester or person responsible for cutting) declare that I have verified that the above figures are true and correct.

(Signature and date of logger/forester responsible for cutting)

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

YR TOWN OP# 15 - 255 - 08 - T (Assigned by Municipality)

For Tax Year April 1, 2015 to March 31, 2016

PLEASE TYPE OR PRINT (If filling in form on-line; use TAB Key to move through fields)

- 1. City/Town of Lee
2. Tax Map No./Lot or USFS sale name & unit #: 26 8 0 13
3. Intent Type: Original Supplemental
4. Name of road from which accessible: N. River Rd
5. a. Acreage of Lot: 15 Acreage of cut: 10
b. Anticipated start date: December
6. Type of ownership (check only one):
a. Owner of Land and Stumpage (Joint Tenants)
b. Owner of Land and Stumpage (Tenants in Common)
c. Previous owner retaining deeded timber rights
d. Owner/Purchaser of stumpage & timber rights on public lands

REPORT OF CUT FORM / CERTIFICATE TO BE SENT TO: OWNER OR BY MAIL OR LOGGER/FORESTER E-MAIL

7. I/We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first.

Timber Tax Information is Available at www.revenue.nh.gov Questions?? Call (603) 230-5950
SIGNATURE OF OWNER(S) OR CORPORATE OFFICER DATE 11/30/15
SIGNATURE OF OWNER(S) OR CORPORATE OFFICER DATE 11/30/15
PRINT CORPORATE OFFICER NAME AND TITLE DATE

PRINT OWNER(S) NAME Richard and Bette Babcock
MAILING ADDRESS 225 N. River Rd, Lee NH 03861
CITY/TOWN STATE ZIPCODE
PHONE 603-659-9378 E-MAIL tubadirt@comcast.net

FOR ASSESSING OFFICIALS ONLY
The Selectmen/Assessing Officials hereby certify that:
1. All owners of record have signed the Intent;
2. The land is not under the Current Use Unproductive category;
3. The form is complete and accurate; and
4. Any timber tax bond required has been received:
\$ Date
5. The tax collector will be notified within 30 days or receipt pursuant to RSA 79:10;
6. This form to be forwarded to DRA within 30 days.

8. Description of Wood or Timber To Be Cut

Table with columns: Species, Estimated Amount To Be Cut, Pulpwood, Tons, Cords. Includes entries for White Pine (20 MBF), Hemlock (MBF), Red Pine (MBF), Spruce & Fir (MBF), Hard Maple (MBF), White Birch (MBF), Yellow Birch (MBF), Oak (MBF), Ash (MBF), Beech & Soft Maple (MBF), Pallet or Tie Logs (30 MBF), Other (Specify) (MBF), Spruce & Fir, Hardwood & Aspen, Pine, Hemlock, Whole Tree Chips (800), Miscellaneous, High Grade Spruce/Fir (Tons), Cordwood & Fuelwood (12 Cords).

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

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

Signature of person responsible for cutting: Howard Woodward, 11/30/15
PRINT NAME Woodward Timber Inc
MAILING ADDRESS 62 Stage Rd.
CITY/TOWN STATE ZIPCODE Nottingham NH 03290
PHONE 679-5029 E-MAIL

Signature (in ink) of Assessing Official Date 12/1/15
Signature (in ink) of Assessing Official Date 12/21/15

LEE CONSERVATION COMMISSION
Town Hall, 7 Mast Road
Lee, NH 03861

March 1, 2016

U.S. Fish and Wildlife Service
300 Westgate Center Drive
Hadley, MA 01035-9589

Re: Great Thicket NWR Draft Land Protection Plan and Environmental Assessment

Dear Sir/Madam:

The Lee Conservation Commission wishes to express our enthusiastic support of the U.S. Fish and Wildlife Service's Great Thicket NWR initiative. We have reviewed the Draft Plan and Environmental Assessment and concur with the findings and recommendations.

We are especially enthusiastic about your inclusion in the Refuge of the Oyster-Dover-Bellamy Focus Area, a portion of which lies in the Town of Lee. As you no doubt know from your research, there have been significant activities to protect land with high conservation values in this part of our town, both through fee simple acquisition and conservation easements. We have also worked with USFWS, NHF&G, NRCS, and others to create and improve early successional habitat to benefit not only New England Cottontail, but also grassland birds, and other species which need this rapidly-decreasing habitat.

The Plan's approach of relying on willing sellers is consistent with our approach of protecting valuable conservation land in Lee. For us, it has, over time, resulted in the conservation of more than 22% of the land within the town. With the formation of the Great Thicket NWR we look forward to linking already protected land within the Oyster-Dover-Bellamy Focus Area to one another and to other high potential properties.

In short, we look forward with anticipation to the formation and implementation of the Great Thicket National Wildlife Refuge.

Sincerely,



William R. Humm, Chair
Cc: Lee Select Board

Proposed Great Thicket National Wildlife Refuge

A Coordinated Response to Wildlife Decline in the Northeast

Draft Land Protection Plan and Environmental Assessment For Review

The Challenge

Over the past century, many shrublands and young forests across the Northeast have been cleared for development or have grown into mature forests. As this habitat has disappeared from much of the landscape, the populations of more than 65 songbirds, mammals, reptiles, pollinators, and other wildlife that depend on it have fallen alarmingly.

The U.S. Fish and Wildlife Service (Service), state wildlife agencies, private landowners and dozens of conservation organizations have responded to this urgency by restoring and protecting shrublands and young forest in New England and New York. Despite significant progress, experts have determined that more permanently protected and managed land is needed to restore wildlife populations and return balance to Northeast woodlands.

Our Proposal

To address this need, the Service is proposing to establish Great Thicket National Wildlife Refuge, a system of public lands that would be dedicated to managing shrubland habitat for wildlife and enjoyed by visitors whenever possible.

The Service has worked with state wildlife agencies and other conservation partners using species information, modeling and spatial analysis to identify 10 refuge acquisition focus areas, across six states, including Maine, New Hampshire, Massachusetts, Connecticut, Rhode Island and New York.



Tom Koerner/USFWS

If approved, the proposed Great Thicket National Wildlife Refuge could provide places for migrating monarch butterflies to fuel up on nectar-producing plants.

Benefits For Wildlife and Communities

The dynamic, short-lived shrubland and young forest habitats provide food and shelter for New England cottontails, American woodcock, ruffed grouse, monarch butterflies, box turtles and scores of other species. Habitat management ranging from cutting and prescribed burning to shrub planting, as well as protection of naturally sustained shrublands like wetlands, would ensure these creatures and vibrant habitat remain a part of our landscape.

While the refuge, like all national wildlife refuges, would be managed specifically for wildlife, we would seek to provide wildlife-dependent recreational opportunities whenever possible. The agency gives special consideration to hunting, fishing,

Where are we in the planning process?

- Preplanning
- Consult with State Agency Partners and other Experts
- Develop and Analyze our Proposal*
- We are here** Release Draft Land Protection Plan and Environmental Assessment for Public Review and Comment
- Review Public Comments, Develop Responses, and Adjust Final Plan as Needed
- Prepare Final Land Protection Plan
- Regional Director Prepares a Finding of No Significant Impact*
- Seek Director's Approval of Final Plan
- Release Final Plan and Begin Implementation

* The National Environmental Policy Act requires federal agencies to evaluate their proposed actions. This law also requires that the agency issue a Finding of No Significant Impact explaining how the chosen action will not have a significant effect on the human environment.

Tom Barnes/USFWS



*New England cottontail**

guizmo/Creative Commons



*American woodcock***

Peter Wilton/Creative Commons



*Blue-winged warbler****

wildlife observation, wildlife photography, environmental interpretation and environmental education, and uses a specific process to evaluate the feasibility of those public uses as land is acquired.

National wildlife refuges don't just provide a boost to wildlife. They are strong economic engines for local communities across the country. A 2013 national report Banking on Nature found that refuges pump \$2.4 billion into the economy and support more than 35,000 jobs. Spending by refuge visitors generated nearly \$343 million in local, county, state and federal tax revenue in 2011. Recognizing that there can be a tax loss when placing land in government ownership, the Service offsets this loss by annually contributing funds through the refuge revenue sharing program to the county or other local unit of government.

The Public Process

Before the Service can purchase lands to become part of the National Wildlife Refuge System, we must complete a rigorous strategic planning and public process.

The draft land protection plan and environmental assessment for the proposed Great Thicket National Wildlife Refuge will be available for public review for 45 days. The

plan explains the need for land conservation and how our proposed actions complement other conservation activities, and describes each of the 10 focus areas across the six states. The agency will evaluate comments and make a final decision in 2016 on whether to establish the refuge and begin working with interested landowners.

If the plan is approved after the public comment period, the agency could begin working with willing and interested landowners to acquire approximately 15,000 acres through conservation easements or fee-title acquisition. Current refuge staff would manage all acquired lands within existing resources. **If the plan is approved, this process would take decades, as the Service works strictly with willing sellers only and depends on funding availability to make purchases.**

The National Wildlife Refuge System is the largest network of lands in the nation dedicated to wildlife conservation, with 563 national wildlife refuges covering more than 150 million acres. A hundred years in the making, the refuge system is a network of habitats that benefits wildlife, provides unparalleled outdoor experiences for all Americans, and protects a healthy environment.

Send your comments by March 4, 2016 via:

- Email northeastplanning@fws.gov with "Great Thicket LPP" in the subject line
- Mail to Beth Goldstein, Natural Resources Planner, U.S. Fish and Wildlife Service, 300 Westgate Center Drive, Hadley, MA 01035-9589
- Fax to 413/253 8480

For more information:

Contact Beth Goldstein, beth_goldstein@fws.gov, 413/253 8564, or Bill Zinni, bill_zinni@fws.gov, 413/253 8522

Learn more at:

<http://www.fws.gov/northeast/refuges/planning/lpp/greatthicketLPP.html>



**New England cottontail*
In a multi-agency conservation strategy, state and federal biologists highlighted land protection and management as necessary for long-term conservation of the region's only native rabbit, the New England cottontail.

***American woodcock*
This proposed land protection effort could ensure that the iconic American woodcock finds the young forest needed for its breeding song and flight.

****Blue-winged warbler*
If this proposed land protection plan is realized, declining blue-winged (pictured) and prairie warblers would receive a considerable push toward population goals established by wildlife managers.

COMMERFORD ❖ NIEDER ❖ PERKINS, LLC
APPRAISAL AND ASSESSMENT SERVICES

February 26, 2016

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

RECEIVED
FEB 29 2016
TOWN OF LEE, NH
SELECTMAN'S OFFICE

Dear Board Members,

Enclosed please the start-up documents for the 2016 Update of Values Project for the Town of Lee.

Employees who may assist with the project over the next several months are listed below. John Hatfield will be supervising all work performed for the Town.

Dan Ward, Assessor Assistant

If you have any questions please do not hesitate to give me a call and I will be happy to assist you.

Sincerely,



Cheryl C. Gilpatrick
Office Manager

Encls.

Cc: Renee Fisher, DRA

556 PEMBROKE STREET STE #1
PEMBROKE, N.H. 03275

PHONE: 603-410-6444 ❖ FAX: 603-410-6441 ❖ E-MAIL: CNPAPPRAISAL@COMCAST.NET

COMMERFORD ❖ NIEDER ❖ PERKINS, LLC
APPRAISAL AND ASSESSMENT SERVICES

TOWN OF LEE

The following is a list of the Commerford Nieder Perkins, LLC members, staff,
and their Department of Revenue approval status
who may be working in the Town of Lee to perform the:

2016 Update of Values Project

Cindy Perkins, CNHA
DRA Certified Appraiser Supervisor

Jim Commerford, CNHA
DRA Certified Appraiser Supervisor

XXXX John Hatfield
DRA Certified Appraiser Supervisor

Mary Anne Moses
DRA Certified Appraiser Supervisor

Mandy Irving
DRA Certified Appraiser Supervisor

Jason Bickford
DRA Certified Assessor Assistant

XXXX Dan Ward
DRA Certified Assessor Assistant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2016

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 THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Susan Gilman PHONE (A/C, No, Ext): (603) 224-2562 E-MAIL ADDRESS: sgilman@rowleyagency.com	FAX (A/C, No): (603) 224-8012
	INSURER(S) AFFORDING COVERAGE	
INSURED Commerford Nieder Perkins, LLC 556 Pembroke Street, Suite #1 Pembroke NH 03275	INSURER A: Hartford Casualty Ins. Co.	NAIC # 29424
	INSURER B: National Continental Ins/AR Auto	NAIC # 0061
	INSURER C: Cincinnati Specialty Underwr.	
	INSURER D: NorGuard Ins Co	NAIC # 31470
	INSURER E: Houston Casualty Company	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 16/17 Cert 15/16 Auto **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			04SBAPJ5125	03/16/2016	03/16/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CNH00071097635	07/16/2015	07/16/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 750,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CSU0039567 EXCESS HIRED AND NON-OWNED AUTO LIABILITY ONLY	07/16/2015	07/16/2016	EACH OCCURRENCE \$ 250,000 AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	COWC700463 3A States: NH	03/16/2016	03/16/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Errors & Omissions			H716-107425	03/16/2016	03/16/2017	\$100,000 Each Claim Limit \$100,000 Aggregate Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Covering operations of the insured performed during the policy term.

CERTIFICATE HOLDER

Lee Board of Selectmen
 Attn: Julie Glover
 Town Administrator
 7 Mast Road
 Lee, NH 03861

CANCELLATION

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

Susan Gilman/SJG

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