

SELECT BOARD MEETING AGENDA

DATE: Monday, April 25, 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. Public Comment
3. **Comcast Franchise Agreement Renewal Public Hearing**
4. **John Tappan – Disturbance of Tibbetts Road**
Request that the Town clear Tibbetts Road for public passage.
5. **Corey Parker, Director of Athletics, ORCSD – Little River Park Usage and Schedule**
Request permission from the Board to utilize LRP for both ORHS baseball and Babe Ruth; in addition present a schedule to the Board for review and approval.
6. **Paul Gasowski – Update on the Formation of the Sustainability Committee**
Review second round of applications and submit a draft charge for the Board to review.
7. **Randy Stevens, Highway Supervisor**
 - a. **Truck Presentation** – Review plow truck age and history. Discuss cost to purchase a new vs. old truck.
 - b. **Paving Bids** – Review the bids received and make a recommendation to the Select Board.
 - c. **LRP Stone Update**
8. **Select Board – Applications for Committees and Commissions**
Present the Board with applications for review and action.
9. **Julie Glover, Town Administrator**
 - a. **Use of the Pavilion** – review revisions to existing “Recreational Fields Usage Agreement”
 - b. **Banners at LRP** – ORYA Fundraising Policy
 - c. **LRP Electrical**
 - d. **Miscellaneous**
10. **Motion to accept the Consent Agenda as presented:**

SIGNATURES REQUIRED

Abatements (4)
Religious Exemption
MS-232

INFORMATION ONLY

Ltr from DOT re: Updated Report of Red List Bridges
DES re: His Angels Learning Academy
Comcast Letter
Grant from NH the Beautiful Inc. for \$700 (Storage Cont)

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

11. **Motion to accept the Select Board Public Meeting Minutes from April 11, 2016.**
12. **Motion to accept the Select Board Non Public Meeting Minutes from March 14th, 28th and April 11th, 2016**
13. **Motion to accept Manifest #21 and Weeks Payroll Ending April 24, 2016.**
14. **Motion to enter into Non-Public Session – NH RSA 91-A:3 II (a) – Personnel x2**
(b) – Liens/Deeds x2
15. **Motion to seal the Non-Public Minutes (if necessary.) Roll call Vote required:**
Chairman Bugbee _____
Selectman LaCourse _____
Selectman Brown _____
16. **Miscellaneous/Unfinished Business**
17. **Adjournment**

Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on April 22, 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 Public Hearing
Proposal for Renewal of Cable Television Franchise Agreement

The purpose of today's hearing is to receive the public's input on the proposal for renewal of the cable television franchise with the cable operator in our community, Comcast.

Please be aware that Comcast has not given its final approval to this draft, so the Board will not vote on it tonight. When Comcast responds and we have a finalized agreement, if the changes are minor, no second public hearing is required. If the changes are major, then a second hearing will be scheduled. In either case, the Board will vote on the final agreement at a duly-notified public meeting.

The Select Board is the franchising authority under New Hampshire law. Our Town engaged in a process to determine whether Comcast has complied with the provisions of the current cable television franchise agreement. We have also ascertained the future cable related needs and interests of the community, to inform our negotiations of a renewal franchise with Comcast. The proposed cable TV franchise renewal agreement that is the subject of this hearing is the product of that work.

The public has been invited to attend this hearing through the Public Notice which was posted two weeks before the hearing. The proposed renewal agreement has been available during that time for public review. Any resident or representative of a local organization who wishes to speak will have that opportunity tonight. Please note that some topics are *not* included in the proposed cable TV franchise renewal agreement, such as cable rates and channel selection, as the Town has no jurisdiction over those items. Likewise, the cable TV franchise agreement does not deal with telephone services or internet services provided by Comcast, as those are also outside the jurisdiction of the Town.

Would anyone like to come forward and provide input regarding the proposal?

[Public, members of the Board or cable company representative may provide input.]

If there are no more comments, the Public Hearing is now closed, and we will return to the meeting of the Select Board. Thank you for your participation.

D R A F T

RENEWAL

CABLE TELEVISION FRANCHISE

FOR THE

— TOWN OF LEE, NEW HAMPSHIRE

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**LEE, NH RENEWAL FRANCHISE
INTRODUCTION**

WHEREAS, Comcast Maine/New Hampshire Inc, (hereinafter "Franchisee"), is the duly authorized holder of a renewal Franchise to operate a Cable Television System in the Town of Lee, New Hampshire (hereinafter the "Town") pursuant to NH R.S.A. 53-C, as amended, said Franchise having commenced on May 9, 2011

WHEREAS, Franchisee filed a written request for a renewal of its Franchise by letter dated August 27, 2013 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Franchising Authority has determined that the financial, legal, and technical ability of Franchisee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal Franchise with Franchisee for the construction and continued operation of a Cable System on the terms and conditions set forth herein;

WHEREAS, the Town Board of Selectmen⁴, as the Franchising Authority, finds that Franchisee has complied with the terms of its previous Franchise; and

WHEREAS, insofar as the State of New Hampshire has delegated to the Town authority to grant a Franchise for Cable System operation within the Town territorial boundaries, the Town hereby exercises its

authority to grant a non-exclusive Franchise permitting the operation of a
Cable Television System within the Town of Lee

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that this Renewal Franchise is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 et seq. (the “Cable Act”), and the Revised Statutes Annotated of New Hampshire, as amended from time to time, unless otherwise defined herein.

(a) Access Provider – shall mean the Person, group or entity, or non-profit corporation or agency, designated by the Franchising Authority for the purpose of operating and managing the use of Public, Educational and Government Access Programming funding, equipment and channels on the Cable Television System in accordance with this Renewal Franchise and 47 U.S.C. 531.

(b) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast Signals; Public, Educational and Governmental Access Channel(s); and other Signals or services required by the FCC or the Cable Act.

(c) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(d) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Franchisee in the Town of Lee consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment that is designated to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television Signals of one or more television broadcast stations; (b) a facility that serves Subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers unless the extent of such use is solely to provide interactive on-demand services; (d) an open video system that complies with Section 653 of the Cable Act, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(e) Cable Service – shall mean the one-way transmission to Subscribers of (i) Video Programming, or (ii) other Programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming service.

(f) Drop – shall mean the coaxial cable that connects a home or building to the feeder cable of the Subscriber Network or institutional network/video return line.

(g) Educational Access Channel – shall mean the video channel(s) designated for non-commercial use by educational institutions such as

public or private schools (grades K-12), but not “home schools,” community, public or private colleges or universities.

(h) Effective Date – shall mean _____.

(i) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(j) Franchising Authority – shall mean the Board of Selectmen of the Town of Lee, New Hampshire, or the lawful designee thereof.

(k) Franchisee – shall mean Legal entity, or any successor or transferee in accordance with the terms and conditions in this Renewal Franchise.

(l) Franchise Fee – shall mean the payments to be made to the Franchising Authority or other governmental entity which shall have the meaning set forth in Section 622(g) of the Cable Act, 47 U.S.C. §542.

(m) Governmental Access Channel – shall mean a channel designated for non-commercial use by the Franchising Authority for the purpose of showing public local government Programming.

(n) Gross Annual Revenue –
Gross Annual Revenue – shall mean the revenue received by Franchisee from the operation of the Cable System in the Town/City of Noname to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly Basic Cable Service, premium and pay-per-view fees, installation fees, advertising or home shopping revenue and equipment rental fees. In the event that an affiliate of Franchisee is responsible for advertising, advertising revenue shall be deemed to be a pro rata portion of advertising revenues, excluding commissions or agency fees paid to the Franchisee by an affiliate for said affiliate’s use of the Cable System for the carriage of

advertising. Gross Annual Revenue shall not include fees on Subscriber fees, refundable deposits, bad debts, late fees, investment income, or any taxes, fees or assessments imposed or assessed by any governmental authority and collected by Franchisee on behalf of such entity.

~~shall mean the revenue received by Franchisee from the operation of the Cable System in the Town of Lee to provide Cable Services, calculated in accordance with generally accepted accounting principles, including, but not limited to, monthly Basic Cable Service, premium and pay per view fees, installation fees, and equipment rental fees. Gross Annual Revenue shall not include fees on Subscriber fees, refundable deposits, bad debts, late fees, investment income, or any taxes, fees or assessments imposed or assessed by any governmental authority and collected by Franchisee on behalf of such entity.~~

(o) Modulator – shall mean a cable television Modulator or equivalent device used for video Signal processing and transport.

(p) Multichannel Video Programming Distributor – shall mean a Person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by Subscribers or customers, multiple channels of Video Programming.

(q) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

(r) PEG Access User – shall mean a Person utilizing the Cable Television System, including all related facilities, for purposes of production and/or transmission of PEG Access Programming as opposed to utilization solely as a Subscriber.

(s) Person – shall mean any natural Person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

(t) Public Access Channel – shall mean a video channel designed for non-commercial use by the public on a first-come, first-served, non-discriminatory basis.

(u) Public, Educational and Governmental (PEG) Access Channel – shall mean a video channel designated for non-commercial use by the public, educational institutions such as public or private schools (but not “home schools,” community colleges, and universities) as well as the Franchising Authority.

(v) Public, Educational and Government (PEG) Access Programming – shall mean non-commercial Programming produced by Lee or its designee, any Lee residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal Franchise.

(w) Public Way(s) – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Town of Lee, which shall entitle Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining

the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Town of Lee for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Franchisee to the use thereof for the purposes of installing, operating, and maintaining Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(x) Public Buildings – shall mean those buildings owned or leased by the Franchising Authority for government administrative purposes, but shall not include buildings owned by Franchising Authority and leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(y) Renewal Franchise or Franchise – shall mean this Agreement and any amendments or modifications in accordance with the terms herein.

(z) Signal – shall mean any transmission which carries Programming from one location to another.

(aa) Standard Installation – shall mean the standard ~~one~~two hundred ~~fifty~~two foot (~~150'~~200') aerial Drop connection to the existing distribution system.

(ab) Subscriber – shall mean a Person or user of the Cable System who lawfully receives Cable Service with Franchisee's express permission.

(ac) Subscriber Network – shall mean the trunk and feeder Signal distribution network over which video and audio Signals are transmitted to Subscribers.

(ad) Town– shall mean the Town of Lee, New Hampshire.

(ae) Trunk and Distribution System – shall mean that portion of the Cable System for the delivery of Signals, but not including Drop cable(s) to Subscribers’ residences.

(af) Video Programming or Programming – shall mean the Programming provided by, or generally considered comparable to Programming provided by, a television broadcast station.

ARTICLE 2
GRANT OF RENEWAL FRANCHISE

SECTION 2.1 - GRANT OF RENEWAL FRANCHISE

(a) Pursuant to the authority of RSA 53-C and the Cable Act, the Franchising Authority hereby grants a non-exclusive Renewal Franchise to Comcast a Maine/New Hampshire, Inc. a New Hampshire corporation, authorizing and permitting Franchisee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Lee. Nothing in this Franchise shall be construed to prohibit Franchisee from offering any service over its Cable System that is not prohibited by federal or State law.

(b) This Renewal Franchise is granted under and in compliance with the Cable Act and RSA 53-C of the Laws of New Hampshire, and in compliance with all rules and regulations of the FCC and other applicable rules and regulations in force and effect during the period for which this Renewal Franchise is granted.

(c) Subject to the terms and conditions herein, the Franchising Authority hereby grants to Franchisee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

The term of this non-exclusive Renewal Franchise shall be for a period of Five (5) years and shall commence on

Franchisee shall provide the Franchising Authority with such financial or other relevant information as is requested.

(c) Should the Franchisee demonstrate that any such additional franchise has been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchising Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal Franchise within a reasonable time.

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this Renewal Franchise shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or bylaws/ordinances/ordinances of general applicability and not specific to the Cable Television System, Franchisee, or this Franchise, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways. Any conflict between the terms of this Renewal Franchise and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

SECTION 2.6 - POLE AND CONDUIT ATTACHMENT RIGHTS

(a) If Franchisee desires to install its own poles in the right of way, it shall comply with RSA 231:161 and 160-a. Pursuant to RSA 231:161, permission is hereby granted to Franchisee to attach or otherwise affix

including, but not limited to, cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under the Public Ways, provided Franchisee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this Franchise the Franchising Authority grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways, subject to the lawful exercise of the authority of the Town to approve the location of all installations in the Public Ways, and subject to the Town's lawful use of the Public Ways.

- (b) To the extent permitted by applicable law and in accordance with the requirements of N.H. RSA 72:23, I (b), the Franchisee(s) and any other entity now or hereafter using or occupying property of the State or of the Town, school district or village district pursuant to this Franchise shall be responsible for the payment of, and shall pay, all properly assessed current and potential personal and real property taxes, if any, for such use or occupation and all properly assessed current and potential personal and real property taxes, if any, on structures or improvements added by Franchisee or any other entity using or occupying such property pursuant to this Franchise. Pursuant to the provisions of this Section and subject to the provisions of Section 9.8 (Notice and Opportunity to Cure) herein, "failure of the Franchisee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the Franchising Authority." Accordingly, this is a material term of the Franchise and failure to pay duly and properly assessed personal and real property taxes when due shall be cause for Franchising Authority to provide a written notice to Franchisee, pursuant to the provisions of Section 9.8, to show cause by a date certain specified in the notice as to why this Franchise should not be revoked pursuant to Section 9.7 (Revocation of Franchise) of the Franchise. To the extent applicable law provides authority for the Franchising Authority to assess taxes on Franchisee, pursuant to N.H.

RSA 72:23, I(b), 72:8-a, 73:10 and/or 48-B:4 or otherwise, the Franchising Authority shall be authorized to impose such taxes and Franchisee shall be obligated to pay such properly assessed taxes. However, Franchisee reserves all rights to appeal any assessment of personal or real property taxes. Further, the parties acknowledge that there is a dispute between the parties concerning the applicability of N.H. RSA 72:23 to the Cable System. The parties agree to abide by any final decision made by a court of competent jurisdiction after all appeals by either party have been exhausted.

(c) Nothing in this Franchise shall be deemed a waiver or relinquishment of any rights, defenses or claims that Franchisee may have with respect to the application of any law referenced in this Section 2.6 to Franchisee's services or the operation of its Cable System. Franchisee shall have the right to pass through to Subscribers and to itemize separately on Subscribers' monthly bills any tax imposed on Franchisee by the Franchising Authority, to the extent Franchisee separately itemizes all other taxes imposed on it by any other taxing authority.

ARTICLE 3
SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) Franchisee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least twenty (20) dwelling units per aerial mile and forty (40) dwelling units per underground mile providing, however, that any plant extension is measured from the existing Trunk and Distribution System and Franchisee is able to obtain from property owners any necessary easements and/or permits in accordance with the Cable Act. Franchisee shall make service available to multiple dwelling units (MDU) where economically feasible and providing that Franchisee is able to obtain from the property owners any necessary easements, permits and agreements to provide service to said MDU. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within ~~one-two~~ hundred ~~fifty~~-feet (~~150'~~200') of Franchisee's distribution cable within thirty (30) days of a written request by an occupant. For non-Standard Installations, Franchisee shall offer said service within ninety (90) days of a Subscriber's request for such aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber's request for such underground installations.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial ~~one-two~~ hundred ~~fifty~~-feet (~~150'~~200') of the Trunk and Distribution System shall be entitled to a Standard Installation

rate in accordance with applicable federal and State laws. For non-Standard Installations (aerial), the first ~~one~~two hundred ~~fifty~~feet (~~150'~~200') shall be at the standard rate. Underground installs are considered non-Standard Installations. All non-Standard Installations shall be provided at a rate established by the Franchisee in accordance with applicable federal and State laws.

Optional build-out formula:

(c) The Cable Television System shall be further extended to all areas in the Town that do not meet the requirements of Section 3.1(a) above upon the request of dwelling unit owners in such areas and based upon the following cost calculation:

$$(C/LE) - (CA/P) = SC$$

- * C equals the cost of construction of new plant from existing Cable System plant;
- * LE equals the number of dwelling units requesting service in the line extension area and who subsequently pay a contribution in aid;
- * CA equals the average cost of construction per mile in the primary service area;
- * P equals the twenty (20) dwelling units per aerial or plant; and
- * SC equals the per-dwelling-unit contribution in aid of construction in the line extension area.

(d) Provided Franchisee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Franchisee shall be allowed reasonable additional time for said installation. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

SECTION 3.2 - SUBSCRIBER NETWORK

Franchisee shall maintain a Cable Television System fully capable of carrying a minimum bandwidth of 750MHz.

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS

(a) Franchisee shall maintain the current level of existing active Drops, Outlets and Basic Cable Service, at no charge to the Town, to each Public Building located along the existing cable route as of the Effective Date as designated by the Franchising Authority within the Town and listed in **Exhibit A** attached hereto.

(b) Upon written request by the Franchising Authority, Franchisee shall provide one (1) Standard Installation, Drop, Outlet and Basic Cable Service at no charge to any new Public Buildings and other Town owned

Public Buildings along the distribution cable subject to the limitations set forth above. The Franchising Authority or its designee shall consult with a representative of Franchisee to determine the appropriate location for each of such Public Building's respective Outlet prior to requesting that Franchisee install the service.

(c) No later than twelve (12) months of the effective date of the Lee Cable Television Renewal License, Franchisee will provide one standard installation drop, outlet, and Basic Cable Service to the Lee Transfer Station. Installation pursuant to subsection (b) above.

(d) Nothing in this Section shall require Franchisee to move existing or install additional Drops or Outlets at no charge to those Public Buildings included in **Exhibit A**, or to move existing or install additional Drops or Outlets already installed in Public Buildings pursuant to Subsection (b) above.

(e) The Franchisee shall not be responsible for any internal wiring of such Public Buildings.

SECTION 3.4 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, Franchisee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

(b) The Franchising Authority acknowledges that the parental control capability may be part of a converter box and Franchisee may charge Subscriber for use of said box.

SECTION 3.5 - EMERGENCY ALERT OVERRIDE CAPACITY

Franchisee shall comply with the FCC's Emergency Alert System ("EAS") regulations.

ARTICLE 4
TECHNOLOGICAL & SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, Franchisee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority, except as may be approved by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal Franchise is granted shall be done in conformance with all applicable laws, bylaws/ordinances of general applicability, codes and regulations, including, but not limited to, OSHA, the National Electrical Safety Code and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Franchisee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town/

(d) All structures and all equipment, cable and wires in, over, under, and upon the Public Ways or public places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The Signal of any broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to Cable Television Systems.

(f) Upon written notice from the Franchising Authority, Franchisee shall remedy a general deficiency with respect to the technical standards described herein within two (2) months of receipt of notice and a safety deficiency within twenty-four (24) hours of receipt of notice and shall notify the Franchising Authority when the deficiency has been corrected.

SECTION 4.2 - CABLE LOCATION

(a) In all areas of the Town/ where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Franchisee shall install its Cable System underground provided that such facilities are actually capable of receiving Franchisee's cable and other equipment without technical degradation of the Cable System's Signal quality.

(b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of Franchisee Renewal such public utility lines are required by local ordinance or State law to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground.

Any costs incurred by Franchisee for relocating utility poles or trenching for the placement of underground conduits shall be entitled to reimbursement of such relocation costs in the event public or private funds are raised for the project and made available to other users of the Public Way.

(c) Provided Franchisee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Franchisee shall be allowed reasonable additional time for said installation. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

(d) Nothing in this Section shall be construed to require Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 4.3 - REPAIRS AND RESTORATION

Whenever Franchisee takes up or disturbs any Public Way or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as possible as

before entry as soon as practicable. If Franchisee fails to make such restoration within a reasonable time, the Franchising Authority may fix a reasonable time for such restoration and repairs and shall notify Franchisee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Franchisee to comply within the time specified, the Franchising Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by Franchisee upon written demand by the Franchising Authority. However, prior to such repair or restoration the Town should submit a written estimate to Franchisee of the actual cost of said repair or restoration.

SECTION 4.4 - TREE TRIMMING

Franchisee shall have authority to trim trees upon and overhanging the Public Ways and public places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Franchisee, in accordance with applicable State law and any Town bylaws/ordinances and regulations.

SECTION 4.5 - BUILDING MOVES

In accordance with applicable laws, Franchisee shall, upon the written request of any Person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). Franchisee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes. The

cost to raise or lower wires shall be borne exclusively by the Person(s) holding the building move permit.

SECTION 4.6 – PLANT MAPS

Franchisee shall maintain a complete set of plant maps of the Town which will show those areas in which its facilities exist. The plant maps will be retained at Franchisee’s primary place of business and will be available to the Franchising Authority for inspection by the Franchising Authority upon written request.

SECTION 4.7 - DIG SAFE

Franchisee shall comply with all applicable “dig safe” provisions, pursuant to RSA 374:51 of the New Hampshire laws.

SECTION 4.8 - DISCONNECTION AND RELOCATION

(a) Franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street or other Public Ways, or remove from any Public Ways and public places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) In requiring Franchisee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the

Franchising Authority shall treat Franchisee the same as, and require no more of Franchisee than, any other similarly situated utility.

(c) In either case, Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.9 – PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of Franchisee, any Cable Service, program or Signal transmitted over the Cable System by Franchisee.

SECTION 4.10 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Franchising Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided, however, that wherever possible the Franchising Authority gives Franchisee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.11 – STANDBY POWER

The Cable System shall incorporate equipment capable of providing standby powering of the head end for a minimum of forty-eight (48) hours upon failure of the power furnished by the electric utility company unless for reasons of force majeure.

ARTICLE 5 PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

Franchisee shall make available a Basic Cable Service tier to all Subscribers in accordance with 47 U.S.C. 534.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, Franchisee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit B**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Franchisee.

(b) Franchisee shall comply with 76.309(c)(3)(i)(b) of the FCC Rules and Regulations regarding notice of Programming changes as they exist or as they may be amended from time to time.

SECTION 5.3 - REMOTE CONTROLS

Franchisee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by Franchisee, if any, and allow the use of remotes. Franchisee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS

All broadcast Signals that are transmitted to Franchisee's head end in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. 532, Franchisee shall make available channel capacity for commercial use by Persons unaffiliated with Franchisee. Rates for use of commercial access channels shall be negotiated between Franchisee and the commercial user in accordance with federal law.

ARTICLE 6
PEG ACCESS CHANNEL(S)

SECTION 6.1 - PEG ACCESS CHANNEL(S)

(a) Use of channel capacity for Public, Educational and Governmental (PEG) Access Programming shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Franchisee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User, whether an individual, educational or governmental user, acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Franchisee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Franchisee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Franchising Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use.

(b) Franchisee shall designate capacity on one (1) channel(s) for a Public, Educational, and Governmental Access Channel(s) to be used for Public Access Video Programming provided by the Franchising Authority or its designee, educational access Video Programming provided by the Franchising Authority or its designated educational institution(s), and Governmental Video Access Programming provided by the Franchising Authority. A Public, Educational and Governmental

Access Channel may not be used to cablecast for-profit, political or commercial fundraising programs in any fashion. Unused capacity may be utilized by Franchisee subject to the provisions set forth in Subsection (c) below.

(c) In the event the Franchising Authority or other PEG Access User elects not to fully program its channel(s) with original PEG Access Programming, Franchisee may reclaim any unused time on those channels.

SECTION 6.2 - PEG ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over Franchisee's downstream PEG Access Channel, all PEG Access Programming shall be modulated, then transmitted from an origination location listed in **Exhibit C** to Franchisee-owned head end or hub-site on a Franchisee-owned upstream channel made available to the Town for its use. At the Franchisee-owned head end, said PEG Access Programming shall be retransmitted in the downstream direction on one Franchisee-owned Subscriber Network downstream PEG Access Channel. Any construction of video return lines or origination sites, and/or the activation of any additional PEG Access Channels, shall be paid for by the Town. Said payment shall be made in advance to the Franchisee subject to the provision to the Town by the Franchisee of a detailed estimate of said cost.

(b) Franchisee shall provide and maintain all necessary switching and/or processing equipment located at its hub-site or head end in order to

switch upstream Signals carrying PEG Access Programming from the location(s) listed in **Exhibit C** to the designated Franchisee-owned Subscriber Network downstream PEG Access Channel.

(c) Franchisee shall own, maintain, repair and/or replace any Franchisee-owned head end or hub-site audio and/or video Signal processing equipment. The Town and/or PEG Access Provider shall own, maintain, repair and/or replace studio and/or portable Modulators and demodulators. The demarcation point between Franchisee's equipment and the Town or PEG Access provider's equipment shall be at the output of the Town/ and/or the PEG Access Provider's Modulator(s) at any of the origination locations in **Exhibit C**.

(d) If a digital simulcast is available from the hub, the PEG Access Channel shall be provided in both analog and digital format until such time as the system transitions to all digital. At that time the PEG Access Channel will be delivered in digital format only.

(e) The Franchisee shall provide a single channel scheduler (such as a Leightronix Ultra Nexus) at no cost to the Town, nor shall the cost be passed through to Subscribers in any way

SECTION 6.3 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Franchising Authority, or its designee, agrees that it will not use its designated PEG Access Channel(s), equipment, or other facilities to provide for-profit commercial services which have the effect of

competing with Franchisee's business. In addition, any Video Programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the written consent of Franchisee.

SECTION 6.4 – INTERCONNECTION WITH COMPETING CABLE FRANCHISEE

In the event a franchise is issued by the Franchising Authority for a competing franchise and such competing franchisee desires to cablecast the PEG Access Programming originating from a PEG access studio or origination location, the parties agree that the competing franchisee shall maintain its own upstream video return link from the studio or origination location. If PEG Access Programming is originating from Franchisee's hub rather than a studio or origination location, Franchisee shall make the Programming on the PEG Access Channel available to the holder of the additional franchise for cablecasting over its Cable System in the Town upon execution of an interconnection agreement between Franchisee and the holder of the additional franchise.

SECTION 6.5 – FRANCHISE RELATED COST

The Franchising Authority acknowledges that under the Cable Act certain costs, including, but not limited to, costs of Public, Educational and Governmental Access; the cost to construct video return lines from video origination sites; the cost to activate a PEG Channel and the cost of other Franchise requirements may be passed through to the Subscribers in

accordance with federal law, except as otherwise provided in Section 6.2 above.

SECTION 6.6 – PEG ACCESS PROGRAMMING INDEMNIFICATION

The Franchising Authority and/or the Access Provider shall indemnify the Franchisee for any liability, loss or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of Programming aired on any PEG channel and from claims arising out of the Franchising Authority's rules for or administration of PEG Access Programming.

SECTION 6.7 -

Franchisee shall continue to provide to the Town the ability to receive Access Programming through the Town of Durham's and SAU 5 Access Channels for public, governmental and educational Programming. Franchisee shall continue to maintain all equipment necessary for the Town's Subscribers to receive the signals for the Town of Durham's and SAU 5 PEG Access Programming. It shall be the Franchising Authority's responsibility to ensure that the local Franchising Authority from said other town continues to provide its permission to allow its PEG Programming to be carried in Town of Lee.

ARTICLE 7
CUSTOMER SERVICE & CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

Franchisee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time, which standards are attached hereto as **Exhibit D** and made a part hereof.

SECTION 7.2 - CONSUMER COMPLAINT

(a) The Franchisee shall establish a procedure for resolution of complaints by Subscribers. Franchisee shall notify Subscribers of its procedures in accordance with federal law.

(b) Upon reasonable notice, the Franchisee shall expeditiously investigate and resolve all complaints regarding the quality of service, equipment malfunctions and similar matters.

(c) Except as limited by federal law or FCC regulations concerning privacy, the Franchisee shall comply with the provisions of NH RSA 53-C:3-e, as it may be amended, regarding Subscriber complaints. Nothing herein shall be deemed to require Franchisee to maintain records of oral complaints which can be handled to the Subscriber's satisfaction in the course of the initial conversation in which the complaint is made or does not require technical field response.

SECTION 7.3 - SERVICE INTERRUPTIONS

In the event that Franchisee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, Franchisee will grant such Subscriber a pro rata credit or rebate upon request, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to Franchisee from the Subscriber.

SECTION 7.4 - SUBSCRIBER TELEVISION SETS

Franchisee shall not engage directly or indirectly in the business of selling or repairing television sets; provided, however, that Franchisee may make adjustments to television sets in the course of normal maintenance.

SECTION 7.5 - PROTECTION OF SUBSCRIBER PRIVACY

Franchisee shall comply with all applicable federal and State privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto as they exist or as they may be amended from time to time, which regulations are attached hereto as **Exhibit E** and made a part hereof.

SECTION 7.6 – PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this Franchise, Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority who have a need to know in order to enforce this Franchise and who shall agree to maintain the confidentiality of all such information. Franchisee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or State privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by Franchisee to be competitively sensitive. In the event that the Franchising Authority receives a request under a State “sunshine,” public records or similar law for the disclosure of information Franchisee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

SECTION 7.7 - EMPLOYEE IDENTIFICATION CARDS

All of Franchisee’s employees, including repair and sales personnel, and contractors entering private property shall be required to carry an employee identification card approved by Franchisee and bearing a

picture of said employee. If such employee(s) cannot produce such a photo identification card and, as a result, is not admitted to a Subscriber's home, such visit shall be deemed to be a missed service visit by the Franchisee. All of Franchisee's and/or its contractors' or subcontractors' vehicles performing work on the Cable System in the Town shall be placarded with proper identification making them readily identifiable.

SECTION 7.8 – MONITORING

Neither Franchisee nor its designee nor the Franchising Authority nor its designee shall, without a court order, tap, monitor, arrange for the tapping or monitoring, or permit any Person to tap or monitor, any cable, line, Signal, input device, or Subscriber Outlet or receiver for any purpose without the prior written authorization of the affected Subscriber or user, unless otherwise required by applicable law, provided, however, that Franchisee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. Franchisee shall report to the affected parties any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Franchisee. Franchisee shall not record or retain any information transmitted between a Subscriber or user and any third party except as required for lawful business purposes.

SECTION 7.9 – POLLING

No poll or other upstream response of a Subscriber or user shall be conducted or obtained unless: 1) the program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, or 2) the program has an informational, entertainment or educational function which is self-evident. Franchisee or its designees shall release the results of upstream responses only in the aggregate and without individual references.

ARTICLE 8 PRICES & CHARGES

SECTION 8.1 - PRICES AND CHARGES

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations currently codified at 47 CFR Sections 76.1602, 1603, and 1609, as may be amended from time to time, which regulations are attached hereto as **Exhibit D** and made a part hereof. Before any new or modified rate, fee, or charge is imposed, Franchisee shall follow the applicable FCC and State notice requirements and rules and notify ~~effected~~affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

~~(b) The Franchising Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act certain costs of Public, Educational and Governmental Access Programming and other Renewal Franchise requirements may be passed through to Subscribers in accordance with federal law.~~

ARTICLE 9

REGULATORY OVERSIGHT

SECTION 9.1 - INDEMNIFICATION

Franchisee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Franchisee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Franchising Authority shall give Franchisee written notice of its obligation to indemnify and defend the Franchising Authority within timely (best efforts of ten (10) business days) receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 9.2 - INSURANCE

(a) Franchisee shall carry insurance throughout the term of this Renewal Franchise and any removal period with an insurance company authorized to conduct business in New Hampshire satisfactory to the Franchising Authority protecting, as required in this Renewal Franchise, Franchisee and listing the Town/ as an additional insured against any and all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against

liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. The policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). The policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal Franchise. All expenses incurred for said insurance shall be at the sole expense of Franchisee. The policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) Franchisee shall provide Franchising Authority with certificate(s) of insurance for all policies required herein upon renewal of policies.

SECTION 9.3 - PERFORMANCE BOND

(a) Franchisee has submitted and shall maintain throughout the duration of this Renewal Franchise and any removal period a performance bond in the amount of ~~Ten~~ Thirty Thousand Dollars (~~\$10~~30,000) running to

the Town with a surety company satisfactory to the Franchising Authority to guarantee the following terms:

- (i) satisfactory compliance with the provisions of this Franchise Agreement;
- (ii) restoration of the Public Ways and other improvements in accordance with this Franchise;
- (iii) the indemnification of the Town as provided in Section 9.1; and
- (iv) the satisfactory removal of the Cable System pursuant to Section 9.10.

Pursuant and subject to the provisions of Section 9.8 (Notice and Opportunity to Cure) herein, the Town may draw upon this bond for the purpose of curing any deficiency or breach by Franchisee of the terms stated in this Section 9.3. This right to draw upon this bond shall not in any way impede or impair the right of the Franchisee to appeal the basis for such action.

(b) The total amount of the bond shall be forfeited in favor of the Town in the event:

- (i) Franchisee abandons the Cable System or any part thereof at any time during the term of this Franchise; or
- (ii) Franchisee fails to purchase and maintain insurance as required by this Franchise; or
- (iii) Franchisee fails to perform its obligations under this Franchise or in any way violates the terms of this Franchise.

(c) The Town may not draw upon this bond until the provisions and procedures of Section 9.8 (Notice and Opportunity to Cure) have been met. The Town may draw upon this bond and may otherwise recover any and all penalties due to the Town and any and all damages, losses, costs, and expenses suffered or incurred by the Town resulting from the failure of Franchisee to comply with one or more provisions of this Section 9.3. Such losses, costs and expenses shall include, but not be limited to, reasonable attorney's fees and other legal, consulting and auditing expenses. Nothing herein shall be deemed to permit the Town to collect more than the sums that it is due. The Town may not recover these sums from multiple parties.

(d) Franchisee shall not reduce the amount or cancel said bond or materially change the terms of said bond from the provisions of Section 9.3(a) herein without the Franchising Authority's prior written consent, which consent shall not be unreasonably withheld.

SECTION 9.4 - FRANCHISE FEE

(a) Franchisee shall pay a Franchise Fee to the Town/City, throughout the term of this Renewal Franchise equal to Three ~~per~~cent (~~3~~%) of Franchisee's Gross Annual Revenue.

(b) The Franchising Authority shall have the option after the first anniversary of the Effective Date, to be exercised by vote of the Board of Selectmen at a public meeting, to increase the Franchise Fees paid annually, up to a total of five percent (5%) of the Franchisee's Gross Annual Revenue, as defined herein, in increments of one percent (1%) annually. The Franchising Authority shall also have the option, at any time, to reduce the Franchise Fees. Changes to the

Franchise Fee made pursuant to this Section shall be implemented within ninety (90) days after written notice of the requested increase from the Board of Selectmen

(bc) The Franchisee's payments to the Town shall be made on a quarterly basis forty-five (45) days after close of each calendar quarter. The first and last payments shall be prorated, if necessary.

(de) Each payment shall be accompanied by a statement certifying the factual basis for payment, including a breakdown by category and source of Franchisee's Gross Annual Revenue upon which such payment is based and including any deductions as described herein.

(de) In accordance with Section 622(b) of the Cable Act, Franchisee shall not be liable for a total financial commitment pursuant to this Renewal Franchise and applicable law in excess of five percent (5%) of its Gross Annual Revenue; provided, however, that said five percent (5%) shall include any funding provided pursuant to Section 9.4(a) herein and any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act (47 U.S.C. §542(g)), but shall not include (i) interest due herein to the Franchising Authority because of late payments; and (ii) any other exclusion to the term "Franchisee Fee" pursuant to Section 622(g)(2) of the Cable Act (47 U.S.C. §542(g)(2)).

SECTION 9.5 - REPORTS

Franchisee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

Franchisee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 9.7 - REVOCATION OF FRANCHISE

Upon written notice, the Franchise issued hereunder may, after due process pursuant to opportunity to cure (Section 9.8) and public hearing held by the Franchising Authority, and subject to any other rights available to Franchisee, be revoked by the Franchising Authority for any of the following reasons:

(a) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);

(b) For repeated failure to maintain Signal quality pursuant to the standards provided for by the FCC;

(c) For any transfer or assignment of the Renewal Franchise without prior notice to the Franchising Authority in violation of Section 9.9 herein; and

(d) For repeated failure to comply with the material terms and conditions of this Renewal Franchise.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

(a) In the event that the Franchising Authority has reason to believe that Franchisee has defaulted in the performance of any or several provisions of this Renewal Franchise, except as excused by force majeure,

the Franchising Authority shall notify Franchisee in writing, by certified mail, of the provision or provisions of which the Franchising Authority believes Franchisee may have been in default and the details relating thereto. Franchisee shall have ninety (90) days from the receipt of such notice to:

(i) respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support Franchisee's position; or

(ii) cure any such default (and provide written evidence of the same) or, in the event that by nature of the default such default cannot be cured within such ninety (90) day period, take reasonable steps to cure said default and diligently continue such efforts until said default is cured. Franchisee shall report to the Franchising Authority, in writing, by certified mail, at forty-five (45) day intervals as to Franchisee's efforts, indicating the steps taken by Franchisee to cure said default and reporting Franchisee's progress until such default is cured.

(b) In the event that (i) Franchisee fails to respond to such notice of default, and/or (ii) Franchisee fails to cure the default or to take reasonable steps to cure the default within the required ninety (90) day period, the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Franchisee. Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(c) Within thirty (30) days after said public hearing the Franchising Authority shall issue a written determination of its findings. In the event

that the Franchising Authority determines that Franchisee is in such default, the Franchising Authority may determine to pursue any lawful remedy available to it.

(d) In the event that (i) the Franchising Authority fails to issue a written reply within thirty (30) days accepting or rejecting Franchisees' response pursuant to Section 9.8(a) above, and/or (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to Section 9.8(b) above, and/or (iii) the Franchising Authority fails to schedule a public hearing no later than thirty (30) days of sending a written notice consistent with Section 9.8(c) above, and/or (iv) the Franchising Authority fails to issue a written determination within thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against Franchisee by the Franchising Authority shall be considered null and void.

SECTION 9.9 - TRANSFER OR ASSIGNMENT

This Renewal Franchise shall not be transferred or assigned without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of Franchisee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify Franchisee in writing of the additional information, if

any, it requires to—determine the legal, financial, and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken action on Franchisee’s request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.10 - REMOVAL OF SYSTEM

Upon termination of this Franchise Renewal or of any renewal hereof by passage of time or otherwise, Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the Public Way and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Franchising Authority or property owner may deem any property not removed as having been abandoned.

SECTION 9.11 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, State and local laws, including but not limited to the rules and regulations of the FCC and the State of New Hampshire, as they may be amended from time to time, are incorporated herein by reference to the extent not enumerated herein. All such general laws, rules and regulations, as amended, shall control the interpretation and performance of this Renewal Franchise to the extent that any provision of

this Renewal Franchise conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the State of New Hampshire, the federal government or the FCC require Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 9.12- NO THIRD PARTY BENEFICIARIES

Nothing in this Renewal Franchise is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Renewal Franchise.

SECTION 9.13 - ANNUAL TOWN REVIEW AND REPORT

At the Town's written request the Franchisee will attend an annual meeting with the Board of Selectmen or their designee to review compliance with the terms of this Franchise and matters of interest to either party. No later than thirty (30) days prior to such meeting either party may submit a list of items to be reviewed.

Additionally, Franchisee shall submit an annual report in the form attached as **Exhibit F** on or before the anniversary of the Effective Date.

ARTICLE 10
MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any Section, Subsection, sentence, clause, phrase or other portion of this Renewal Franchise is, for any reason, declared invalid in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure Franchisee is unable in whole or in part to carry out its obligations hereunder, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Renewal Franchise, the term "force majeure" as used herein shall have the following meaning: strikes; acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials

and/or essential equipment; environmental restrictions or any other cause or event not reasonably within Franchisee's control.

SECTION 10.3 - NOTICES

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) [or via delivery service such as Federal Express](#), to the following address or such other address as the Franchising Authority may specify in writing to Franchisee:

Town of Lee
Attn: Board of Selectmen
7 Mast Road Lee, New Hampshire 03861

(b) Every notice served upon Franchisee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as Franchisee may specify in writing to the Franchising Authority:

Comcast ~~Comcast~~
Attn: Government Affairs
181 Ballardvale Street
Wilmington, MA 01887

with copies to:

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 10.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment following publication of the proposed amendment in a manner consistent with the publication and notice provisions of RSA Chapter 43.

SECTION 10.5 - CAPTIONS

The captions to Sections throughout this Renewal Franchise are intended solely to facilitate reading and reference to the Sections and provisions of the Renewal Franchise. Such captions shall not affect the meaning or interpretation of the Renewal Franchise.

SECTION 10.6 - WARRANTIES

Franchisee warrants, represents and acknowledges that as of the Effective Date of this Franchisee Renewal:

(a) Franchisee is duly organized, validly existing and in good standing under the laws of the State;

(b) Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Franchise Renewal to enter into and legally bind Franchisee to this Franchise Renewal and to take all actions necessary to perform all of its obligations pursuant to this Franchise Renewal;

(c) this Franchise Renewal is enforceable against Franchisee in accordance with the provisions herein; and

(d) there is no action or proceeding pending or threatened against Franchisee which would interfere with performance of this Franchise Renewal.

SECTION 10.7 - APPLICABILITY OF RENEWAL FRANCHISE

All of the provisions in this Renewal Franchise shall apply to the Town^A Franchisee, and their respective successors and assigns.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS ____ DAY
OF _____ 2016.

**TOWN OF LEE
SELECT BOARD**

By: _____
Scott Bugbee, Chairman

By: _____
John LaCourse, Selectman

By: _____
Cary Brown, Selectman

**COMCAST OF MAINE / NEW
HAMPSHIRE, INC.**

By: _____
Tracy L. Pitcher Vice President
Greater Boston Region

EXHIBIT A

PUBLIC BUILDINGS ON THE CABLE SYSTEM

INCLUDE STREET ADDRESS

Municipal Buildings:

Town Hall

New Public Safety Complex

Library

Town Hall Annex
(Old Police Department)

Highway Department
(Old Fire House)

Transfer Station

Municipal Buildings:

7 Mast Road

20 George Bennett

~~7~~9 Mast Road

~~9~~13 Mast Road

~~6~~4 Recycling Center Road

11 Recycling Center Road

Public School Buildings:

Mast Way Elementary School 23 Mast Road

Public School Buildings:

EXHIBIT B

PROGRAMMING

Franchisee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

EXHIBIT C

VIDEO RETURN ORINATION LOCATIONS

INCLUDE STREET ADDRESS

Public School Buildings: Mast Way Elementary School

23 Mast Road

Municipal Buildings: Town Hall

7 Mast Road

Public Safety Complex

20 George Bennett Road

EXHIBIT D
CUSTOMER SERVICE REGULATIONS

Code of Federal Regulations 47 CFR §76.309

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. “Standard” installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on “service interruptions” promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The “appointment window” alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(ii) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

Regulations Re: Notifications

Sec. 76.1602 Customer service--general information.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (b) of this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.

(b) Effective July 1, 1993, the cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions of programming carried on the system; and
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(c) Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by the cable system operator, including the address of the responsible officer of the local franchising authority.

Sec. 76.1603 Customer service--rate and service changes.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (b) of this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.

(b) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers 30 days in advance of any significant changes in the other information required by Sec. 76.1602.

(c) In addition to the requirement of paragraph (b) of this section regarding advance notification to customers of any changes in rates, programming services or channel positions, cable systems shall give 30 days written notice to both subscribers and local franchising authorities before implementing any rate or service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of channels). When the change involves the addition or deletion of channels, each channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, the operator need only identify for subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.

(d) A cable operator shall provide written notice to a subscriber of any increase in the price to be charged for the basic service tier or associated equipment at least 30 days before any proposed increase is effective. The notice should include the name and address of the local franchising authority.

(e) To the extent the operator is required to provide notice of service and rate changes to subscribers, the operator may provide such notice using any reasonable written means at its sole discretion.

(f) Notwithstanding any other provision of part 76 of this chapter, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

Note 1 to Sec. 76.1603: Section 624(h) of the Communications Act, 47 U.S.C. 544(h), contains additional notification requirements which a franchising authority may enforce.

Note 2 to Sec. 76.1603: Section 624(d)(3) of the Communications Act, 47 U.S.C. 544(d)(3), contains additional notification provisions pertaining to cable operators who offer a premium channel without charge to cable subscribers who do not subscribe to such premium channel.

Note 3 to Sec. 76.1603: Section 631 of the Communications Act, 47 U.S.C. 551, contains additional notification requirements pertaining to the protection of subscriber privacy.

Sec. 76.1619 Information on subscriber bills.

(a) Effective July 1, 1993, bills must be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(b) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(c) A cable franchise authority may enforce the customer service standards set forth in this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.

EXHIBIT E

PRIVACY LAWS

47 USC § 551. Protection of subscriber privacy

(a) Notice to subscriber regarding personally identifiable information; definitions

(1) At the time of entering into an agreement to provide any cable service or other service to a subscriber and at least once a year thereafter, a cable operator shall provide notice in the form of a separate, written statement to such subscriber which clearly and conspicuously informs the subscriber of—

(A) the nature of personally identifiable information collected or to be collected with respect to the subscriber and the nature of the use of such information;

(B) the nature, frequency, and purpose of any disclosure which may be made of such information, including an identification of the types of persons to whom the disclosure may be made;

(C) the period during which such information will be maintained by the cable operator;

(D) the times and place at which the subscriber may have access to such information in accordance with subsection (d) of this section; and

(E) the limitations provided by this section with respect to the collection and disclosure of information by a cable operator and the right of the subscriber under subsections (f) and (h) of this section to enforce such limitations.

In the case of subscribers who have entered into such an agreement before the effective date of this section, such notice shall be provided within 180 days of such date and at least once a year thereafter.

(2) For purposes of this section, other than subsection (h) of this section—

(A) the term “personally identifiable information” does not include any record of aggregate data which does not identify particular persons;

(B) the term “other service” includes any wire or radio communications service provided using any of the facilities of a cable operator that are used in the provision of cable service; and

(C) the term “cable operator” includes, in addition to persons within the definition of cable operator in section 522 of this title, any person who

(i) is owned or controlled by, or under common ownership or control with, a cable operator, and

(ii) provides any wire or radio communications service.

(b) Collection of personally identifiable information using cable system

(1) Except as provided in paragraph (2), a cable operator shall not use the cable system to collect personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned.

(2) A cable operator may use the cable system to collect such information in order to—

(A) obtain information necessary to render a cable service or other service provided by the cable operator to the subscriber; or

(B) detect unauthorized reception of cable communications.

(c) Disclosure of personally identifiable information

(1) Except as provided in paragraph (2), a cable operator shall not disclose personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned and shall take such actions as are necessary to prevent unauthorized access to such information by a person other than the subscriber or cable operator.

(2) A cable operator may disclose such information if the disclosure is—

- (A) necessary to render, or conduct a legitimate business activity related to, a cable service or other service provided by the cable operator to the subscriber;
- (B) subject to subsection (h) of this section, made pursuant to a court order authorizing such disclosure, if the subscriber is notified of such order by the person to whom the order is directed;
- (C) a disclosure of the names and addresses of subscribers to any cable service or other service, if—
 - (i) the cable operator has provided the subscriber the opportunity to prohibit or limit such disclosure, and
 - (ii) the disclosure does not reveal, directly or indirectly, the—
 - (I) extent of any viewing or other use by the subscriber of a cable service or other service provided by the cable operator, or
 - (II) the nature of any transaction made by the subscriber over the cable system of the cable operator; or
- (D) to a government entity as authorized under chapters 119, 121, or 206 of title 18, except that such disclosure shall not include records revealing cable subscriber selection of video programming from a cable operator.

(d) Subscriber access to information

A cable subscriber shall be provided access to all personally identifiable information regarding that subscriber which is collected and maintained by a cable operator. Such information shall be made available to the subscriber at reasonable times and at a convenient place designated by such cable operator. A cable subscriber shall be provided reasonable opportunity to correct any error in such information.

(e) Destruction of information

A cable operator shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to

such information under subsection (d) of this section or pursuant to a court order.

(f) Civil action in United States district court; damages; attorney's fees and costs; nonexclusive nature of remedy

(1) Any person aggrieved by any act of a cable operator in violation of this section may bring a civil action in a United States district court.

(2) The court may award—

(A) actual damages but not less than liquidated damages computed at the rate of \$100 a day for each day of violation or \$1,000, whichever is higher;

(B) punitive damages; and

(C) reasonable attorneys' fees and other litigation costs reasonably incurred.

(3) The remedy provided by this section shall be in addition to any other lawful remedy available to a cable subscriber.

(g) Regulation by States or franchising authorities

Nothing in this subchapter shall be construed to prohibit any State or any franchising authority from enacting or enforcing laws consistent with this section for the protection of subscriber privacy.

(h) Disclosure of information to governmental entity pursuant to court order

Except as provided in subsection (c)(2)(D) of this section, a governmental entity may obtain personally identifiable information concerning a cable subscriber pursuant to a court order only if, in the court proceeding relevant to such court order—

(1) such entity offers clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case; and

(2) the subject of the information is afforded the opportunity to appear and contest such entity's claim.

EXHIBIT F
FORM OF ANNUAL REPORT FOR TOWN OF LEE FOR
_____ (YEAR)

Location of and hours of Payment Center:

Location of and hours of Customer Service Office:

Customer Service Telephone Number:

Location of Headend (Reception Facility):

Franchise Fee Paid: \$_____

Contact Person to Service Unresolved Customer Complaints:

Updated Labor/Material Costs (if applicable) for installation over ~~150~~200 feet from existing plant:

Upon written request from the Franchising Authority, Franchisee shall also provide the following:

Customer Service Statistics:

- a) Number of reports of system outages and response time for such outages:
- b) A summary of written complaints and brief description re: resolution of such complaints:

ADDENDUM

OPTIONAL LANGUAGE SECTION

~~The following section contains language that deals with issues that are occasionally negotiated to be included in franchise agreements, which are often based on ascertainment conducted by the Town and the Franchisee.~~

Optional Language for Various Sections

Note: Use of any of the following optional language sections will be subject to negotiation between the parties

Definition Section:

To be used if non-subscriber revenue is to be included in the definition: [Moved to Section 1 – Definitions](#)

31.1(a) Gross Annual Revenue – shall mean the revenue received by Franchisee from the operation of the Cable System in the Town/City of Noname to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly Basic Cable Service, premium and pay-per-view fees, installation fees, advertising or home shopping revenue and equipment rental fees. In the event that an affiliate of Franchisee is responsible for advertising, advertising revenue shall be deemed to be a pro rata portion of advertising revenues, excluding commissions or agency fees paid to the Franchisee by an affiliate for said affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenue shall not include fees on Subscriber fees, refundable deposits, bad debts, late fees, investment income, or any taxes, fees or assessments imposed or assessed by any governmental authority and collected by Franchisee on behalf of such entity.

~~Section 2.6 Optional Language on ROW Taxation~~

~~(b) To the extent permitted by applicable law and in accordance with the requirements of RSA 72:23, I (b), the Franchisee(s) and any~~

~~other entity now or hereafter using or occupying property of the State or of a city, town, school district or village district pursuant to this Franchise shall be responsible for the payment of, and shall pay, all properly assessed current and potential personal and real property taxes, if any, for such use or occupation and all properly assessed current and potential personal and real property taxes, if any, on structures or improvements added by Franchisee or any other entity using or occupying such property pursuant to this Franchise. Pursuant to the provisions of this Section and subject to the provisions of Section 9.8 (Notice and Opportunity to Cure) herein, “failure of the Franchisee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the Franchising Authority.” Accordingly, this is a material term of the Franchise and failure to pay duly and properly assessed personal and real property taxes when due shall be cause for Franchising Authority to provide a written notice to Franchisee, pursuant to the provisions of Section 9.8, to show cause by a date certain specified in the notice as to why this Franchise should not be revoked pursuant to Section 9.7 (Revocation of Franchise) of the Franchise. To the extent applicable law provides authority for the Franchising Authority to assess taxes on Franchisee, pursuant to RSA 72:23, I(b), 72:8 a, 73:10 and/or 48 B:4 or otherwise, the Franchising Authority shall be authorized to impose such taxes and Franchisee shall be obligated to pay such properly assessed taxes. However, Franchisee reserves all rights to appeal any assessment of personal or real property taxes. Further, the parties acknowledge that there is a dispute between the parties concerning the applicability of RSA 72:23 to the Cable System. The parties agree to abide by any final~~

~~decision made by a court of competent jurisdiction after all appeals by either party have been exhausted.~~

~~(c) Nothing in this Franchise shall be deemed a waiver or relinquishment of any rights, defenses or claims that Franchisee may have with respect to the application of any law referenced in this Section 2.6 to Franchisee's services or the operation of its Cable System. Franchisee shall have the right to pass through to Subscribers and to itemize separately on Subscribers' monthly bills any tax imposed on Franchisee by the Franchising Authority.~~

~~Optional Language re: service from a contiguous cable system:~~

~~—With respect to areas of the Town/City which are currently served by Franchisee from a contiguous Cable Television System or currently unserved but could be served by abutting Town/City(s) served by Franchisee, Franchisee shall have the option to serve such areas from its Cable Television System in such abutting Town/City.~~

~~Article 6 PEG Issues, based on negotiations:~~

~~Optional language for Shared SAU channel:~~

~~—At the request of at least three (3) of the towns comprising School Administrative Unit # (“SAU #”), including this Franchising Authority, Franchisee shall provide an Educational Access Channel to be shared by the schools in SAU # in the Town of __, fed off the same head end, as they may determine. Franchisee shall activate one (1) channel for this Educational Access Channel to be used for public Video Programming provided by the schools in SAU # or their designee, within ninety (90)~~

~~days of a request in writing from each of at least three (3) of the towns comprising SAU #, including this Franchising Authority. The Towns requesting said Access Channel shall pay in advance for all costs for construction and activation of said channel, including required headend electronics and any required line extensions.~~

Optional language for Towns with no current PEG

~~At the option of the Franchising Authority, on or after the second anniversary of the Effective Date, by vote of the Board of Selectmen/Town Council for the Town at a public meeting, the Franchising Authority may request in writing and Franchisee shall provide within six (6) months of that request, capacity on one (1) channel for a Public, Educational, and Governmental Access Channel to be used for public Video Programming provided by the Franchising Authority or its designee, educational access Video Programming provided by the Franchising Authority or designated educational institution, and governmental Video Programming provided by the Franchising Authority. The Town shall pay in advance for all costs for construction and activation of said channel, including required headend electronics and any required line extensions. A Public, Educational and Governmental Access Channel may not be used to cablecast programs for profit, political or commercial fundraising in any fashion.~~

Optional language: PEG from another town

Franchisee shall continue to provide to the Town the ability to receive Access Programming through the Town/City of — Durham's Access Channels for public, governmental and educational Programming.

Franchisee shall continue to maintain all equipment necessary for the Town's Subscribers to receive the signals for the Town/~~City~~ of ~~—~~ Durham's PEG Access Programming. It shall be the Franchising Authority's responsibility to ensure that the local Franchising Authority from said other town continues to provide its permission to allow its PEG Programming to be carried in ~~NoName~~Lee.

~~**Optional language for PEG capital:SECTION 6.3— PEG ACCESS CAPITAL SUPPORT**~~

~~— Franchisee shall provide a total capital payment of — Dollars (\$—,000) to the Franchising Authority, or its designee, for PEG Access Channel facilities and equipment. Payments shall be made by Franchisee as follows:~~

- ~~(i) within — days of the Effective Date of this Renewal Franchise, — Thousand Dollars (\$—,000);~~
- ~~(ii) on or before January 1 of each of the next — years, — Thousand Dollars (\$—,000).~~
- ~~(iii) Franchisee reserves its right to pass said costs through to its Subscribers in accordance with applicable law.~~

Section 6.4: Option: Shared SAU channel:

(a) In order that PEG Access Programming and shared SAU #5 educational Programming can be cablecast over Franchisee's downstream PEG Access Channels, including the shared SAU #5 Educational Access

Channel, if elected, all PEG Access Programming shall be modulated, then transmitted from origination locations designated by the Franchising Authority to the Franchisee-owned head end or hub-site on a Franchisee-owned upstream channel made available, without charge, to the Town for its use. At the Franchisee-owned head end, said PEG Access Programming and shared SAU #5 educational Programming shall be retransmitted in the downstream direction on the Franchisee-owned Subscriber Network downstream PEG Access Channels and shared SAU #5 Educational Access Channel.

(b) The Franchisee shall provide and maintain all necessary switching and/or processing equipment located at its hub-site or head end in order to switch upstream Signals carrying PEG Access Programming and shared SAU #5 educational Programming from the locations designated by the Franchising Authority to the designated Franchisee-owned Subscriber Network downstream PEG Access Channel, including the shared SAU #5 Educational Access Channel.

(c) The Franchisee shall own, maintain, repair and/or replace any Franchisee-owned head end or hub-site audio or video Signal processing equipment. If the Town exercises its options in Section 6.1 (a) and/or (b), and if it requests Franchisee to construct a video return line to enable the Town to do live origination Programming from the Town for either the Town's own PEG channel or for the SAU #5 shared Educational Access Channel, Franchisee shall provide an estimate of the cost. After providing the estimate to the Town and receiving direction and payment from the Town, Franchisee shall construct such a return line. The Town and/or PEG Access Provider or designee shall own, maintain, repair and/or replace studio or portable Modulators and demodulators. The

demarcation point between the Franchisee's equipment and the Town's, its designee's or PEG Access Provider's equipment shall be at the output of the Town's, its designee's and/or the PEG Access Provider's Modulator(s) at any of the origination locations designated by the Franchising Authority for the PEG Access Channel and/or the SAU #5 shared Educational Access Channel.

(d) The Franchisee shall maintain the PEG Access Channels and the SAU #5 shared Educational Access Channel, and shall monitor them for technical Signal quality and shall ensure that they are maintained at standards commensurate with those that apply to the Cable System's commercial channels pursuant to FCC technical standards. The Franchising Authority or its designee shall be responsible for the picture quality of all PEG Access Programming and shared SAU #5 Educational Programming at the demarcation point(s), which shall be the output of the Modulator. To provide for adequate picture quality, the Franchising Authority's video Signal shall meet or exceed the NTSC standards or the equivalent specification for digital video when adopted by the FCC or equivalent governing agency as the new established broadcast standards for acceptable signal quality.

Optional Language for 7.2 Consumer Complaints

~~—(d) In the event that a Subscriber is aggrieved, the Franchising Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, subject to Subscriber privacy laws as follows:~~

~~(i) Upon the written request of the Franchising Authority or its designee(s), the Franchisee shall, within ten (10)~~

~~business days after receiving such request, provide a report to the Franchising Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Franchisee.~~

~~(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Franchising Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal Franchise and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Franchising Authority or its designee(s) and a representative of the Franchisee within thirty (30) days of the Subscriber's filing of his or her complaint in order to fully discuss and resolve such matter.~~

~~(e) Notwithstanding the foregoing, if the Franchising Authority or designee(s) determines it to be in the public interest, the Franchising Authority or its designee(s) may investigate any multiple complaints or disputes brought by Subscribers arising from the operations of the Franchisee.~~

~~(f) In the event that the Franchising Authority, or its designee(s), finds a pattern of multiple unresolved Subscriber complaints, the Franchising Authority or its designee(s) and the Franchisee shall discuss, in good faith, possible amendments to the Franchisee's procedures for the resolution of complaints.~~

Optional Language for 9.4

Option to institute franchise fees where none currently exist:

~~(a) At the option of the Franchising Authority, at any time after the one year anniversary of the Effective Date, by vote of the Board of Selectmen/City Council for the Town at a public meeting, the Franchising Authority may request in writing and the Franchisee shall provide Franchise Fees to the Town equal to an amount up to five percent (5%) of the Franchisee's Gross Annual Revenue. Unless agreed to otherwise by the parties, the Franchise Fee implemented in the first year shall not exceed one percent (1%) of Franchisee's Gross Annual Revenue. Such Franchise Fees shall be implemented within ninety (90) days after written notice from the Board of Selectmen/City Council.~~

~~—(b) The Franchisee's payments to the Town shall be made on a quarterly basis forty five (45) days after the close of each calendar quarter. The first and last payments shall be prorated, if necessary.~~

~~—(c) The Franchising Authority shall have the option after the first year of the implementation of the Franchise Fee, to be exercised by vote of the Board of Selectmen at a public meeting, to increase the Franchise Fees paid annually, up to a total of five percent (5%) of the Franchisee's Gross Annual Revenue, as defined herein, in increments of one percent (1%) annually. Changes to the Franchise Fee made pursuant to this Section shall be implemented within ninety (90) days after written notice of the requested increase from the Board of Selectmen/City Council.~~



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

Office Use Only	
Meeting Date:	<u>4/25/16</u>
Agenda Item No.	<u>4</u>

**BOARD OF SELECTMEN
MEETING AGENDA REQUEST**

25 APR 2016 (Meeting Date Requested)

Agenda Item Title: Disturbance of Tibbetts Road

Requested By: John Tappan **Date:** 12 APR 2016

Contact Information: John Tappan 868-1830

Presented By: John Tappan

Description: Fill, brush, and debris have been placed on Tibbetts Road on land now or formerly of the University of New Hampshire, Tax Map 4, Lot 2, Sublot 1, making public way passage difficult and perhaps dangerous. See attached 4 photo pages, 1 drawing, 4 pages RSAs

Financial Details: The Town is not responsible for the restoration of the highway. The Town's enforcement costs are not known.

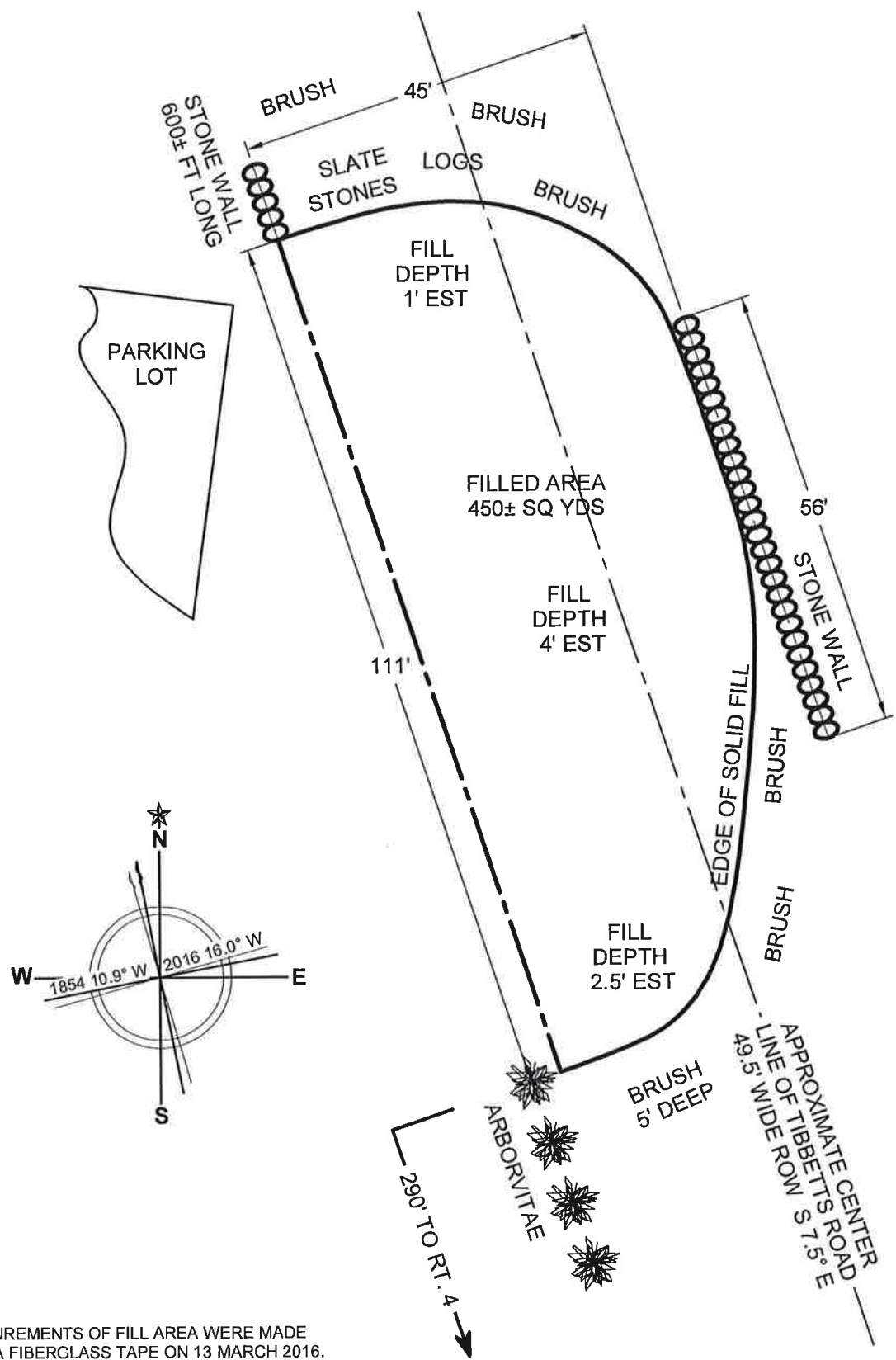
Legal Authority NH RSAs 231:21-a, 236:9, 236:11, and possibly 41:11, 47:17 VII
(Usually NH RSA and/or Town Ordinance/Policy):

Legal Opinion: _____

REQUESTED ACTION OR RECOMMENDATIONS:

The Town shall enforce state statutes and any applicable bylaws to have the highway restored.

AREA OF FILL, BRUSH, AND DEBRIS PLACED ON THE TIBBETTS ROAD RIGHT OF WAY ON LAND NOW OR FORMERLY OF UNIVERSITY SYSTEM OF NEW HAMPSHIRE LEE, NEW HAMPSHIRE, TAX MAP 4, LOT 2, SUBLOT 1



MEASUREMENTS OF FILL AREA WERE MADE WITH A FIBERGLASS TAPE ON 13 MARCH 2016. LOCATING DISTANCE FROM RT. 4 WAS SCALED FROM A SATELLITE PHOTOGRAPH.

Area of Fill, Brush, and Debris on the Tibbetts Road Right of Way

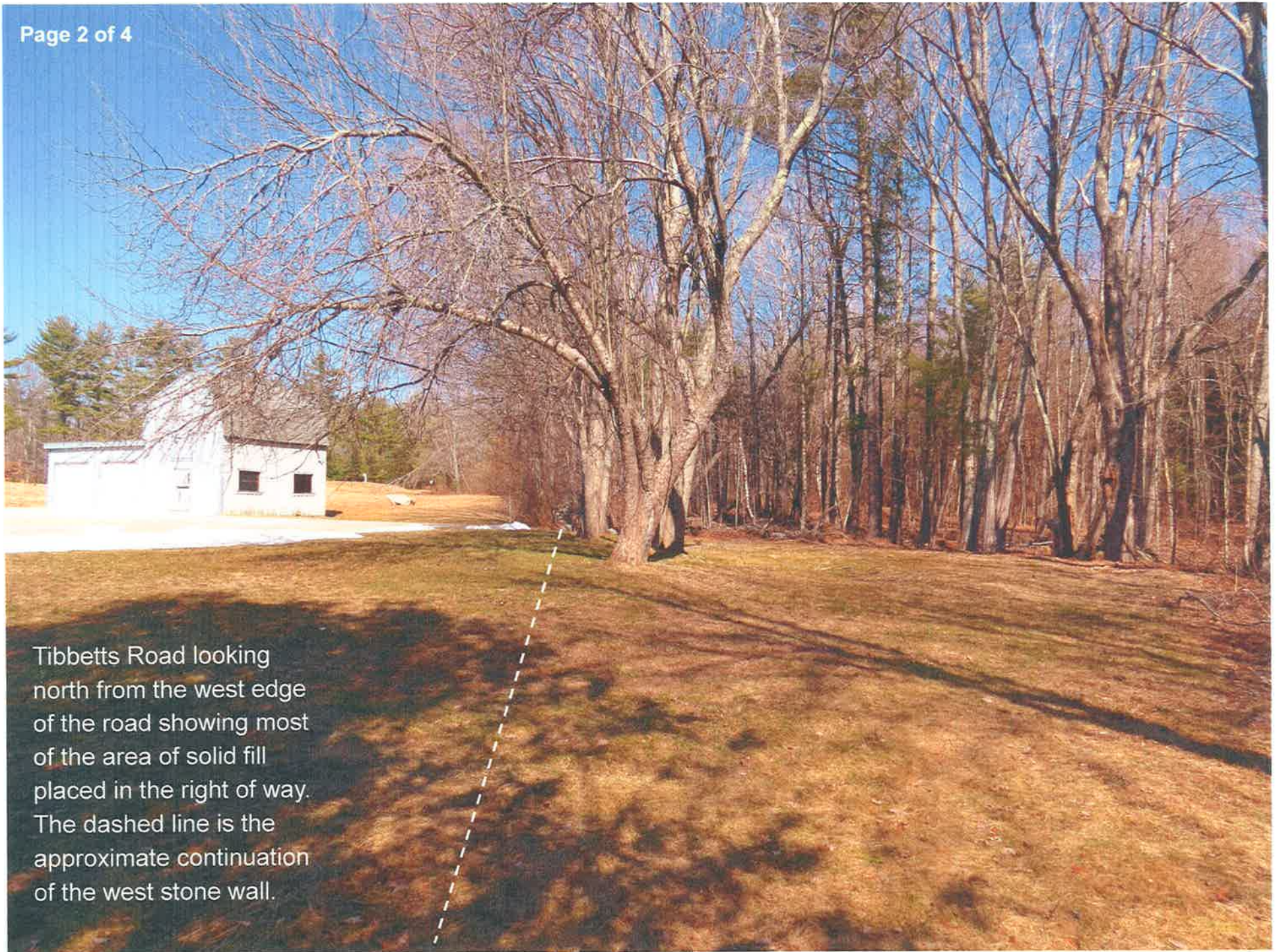
The area of solid fill is ≈ 111 feet in length and its width extends across the right of way to the stone wall on the east side. The south end is ≈ 290 feet from the north edge of Route 4. Brush, logs and other debris have been piled in the right of way on and around the solid fill.



Looking west across the right of way at the south end of the brush pile. The four foot tall blue and gray post is a little east of the center of the right of way.



Looking northwest across the right of way at the south end of the brush pile. The reference post is in the same location as in the left photograph. The maximum depth of the brush in the right of way is about five feet (in left photograph) and the maximum depth of fill under the lawn area in the right of way (in right picture) is about four feet.



Tibbetts Road looking north from the west edge of the road showing most of the area of solid fill placed in the right of way. The dashed line is the approximate continuation of the west stone wall.

RIGHT: Stones, slate, lumber, and cut logs that have been left in the right of way. The stone wall in picture is along the west side of the road.

LOWER RIGHT: Concrete left in the right of way.

BELOW: The stone wall along the east side of the road where the right of way has been filled up to the top of the wall.



Looking south on Tibbetts Road at the brush, solid fill, logs, stones, and slate placed in the right of way.



All photographs taken by John Tappan, March 9 and 13, 2016.

NH RSAs Applicable to the Disturbance of Class VI Highways, emphasis added:

TITLE XX TRANSPORTATION

CHAPTER 231 CITIES, TOWNS AND VILLAGE DISTRICT HIGHWAYS

Laying Out Highways

Section 231:21-a

231:21-a Uniform Provisions Governing Class VI Highways. – All class VI highways, whether such class VI status resulted from a layout pursuant to RSA 231:21, a discontinuance subject to gates and bars pursuant to RSA 231:45, or by the failure of the town to maintain and repair such highway in suitable condition for travel thereon for 5 successive years or more as set forth in RSA 229:5, VII, shall be subject to the following provisions:

I. All such highways shall be deemed subject to gates and bars; provided, however, that any gates or bars maintained by private land owners shall be erected so as not to prevent or interfere with public use of the highway, and shall be capable of being opened and reclosed by highway users. The selectmen may regulate such structures to assure such public use, and may cause to be removed any gates or bars which fall into disrepair or otherwise interfere with public use of the highway.

II. Even though, as set forth in RSA 231:93, class VI highways are not subject to any municipal duty of care or maintenance, the municipality shall have the same regulatory authority over such highways as is the case with class V highways, including but not limited to the authority to regulate their use pursuant to RSA 41:11 and RSA 47:17, VII, VIII and XVIII, to regulate the excavation or disturbance of such highways pursuant to RSA 236:9 through 236:11, to regulate driveways and other access pursuant to RSA 236:13, and to establish weight limits pursuant to RSA 231:191.

Source. 1999, 113:1, eff. Aug. 9, 1999.

CHAPTER 236 HIGHWAY REGULATION, PROTECTION AND CONTROL REGULATIONS

Excavations and Driveways

Section 236:9

236:9 Excavation; Permit; Emergency. – It shall be unlawful to excavate or disturb the shoulders, ditches, embankments or the surface improved for travel of any class I or class III highway or state-maintained portion of any class II highway for any purpose whatever without written permission from the commissioner of transportation or his district engineer, or any other

highway without written permission from the selectmen or highway agent of the town, or the mayor and aldermen or street commissioner of the city; provided that in cases of emergency where the public health or safety is endangered such immediate action as may be necessary may be taken without such permission, but in such cases the person directing or taking such action shall at once notify the official empowered to give written permission.

Source. 1917, 96:1. PL 91:1. RL 107:1. 1945, 188:1, part 19:8. 1950, 5:1, part 9:1, par. 2. RSA 249:13. 1981, 87:1. 1985, 402:6, I(b)(7). 1990, 39:1, eff. May 22, 1990.

Section 236:10

236:10 Regulations; Bond. – The person or entity giving such written permission may make rules and regulations to govern the excavation and restoration of such highway . . .

Source. 1917, 96:2. PL 91:2. RL 107:3. 1945, 188:1, part 19:9. RSA 249:14. 1981, 87:1. 2006, 177:1, eff. July 24, 2006. 2011, 85:1, eff. July 15, 2011.

Section 236:11

236:11 Restoration. – Any person, entity, or corporation who excavates or disturbs the shoulders, ditches, embankments, or the surface improved for travel of any highway shall restore such highway to a condition at least equal to the condition that was present before the excavation or disturbance.

Source. 1945, 188:1, part 19:10. RSA 249:15. 1981, 87:1. 2006, 177:2, eff. July 24, 2006.

TITLE III TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 41 CHOICE AND DUTIES OF TOWN OFFICERS

Selectmen

Section 41:11

41:11 Regulation of Use of Highways, Etc. – Unless regulated by the commissioner of the department of transportation as provided in RSA 236:1, the selectmen may regulate the use of all public highways, sidewalks, and commons in their respective towns and for this purpose may exercise all the powers conferred on city councils by RSA 47:17, VII, VIII, and XVIII, and by any other provisions of the laws upon the subject.

Source. 1885, 44:1. PS 43:9. 1915, 98:2. PL 47:15. 1927, 83:1. 1933, 119:1. 1935, 117:3. RL 59:15. 1945, 188:3. RSA 41:11. 1993, 183:2, eff. Aug. 8, 1993.

CHAPTER 47

POWERS OF CITY COUNCILS

Bylaws and Ordinances

Section 47:17

47:17 Bylaws and Ordinances. – The city councils shall have power to make all such salutary and needful bylaws as towns and the police officers of towns and engineers or firewards by law have power to make and to annex penalties, not exceeding \$1,000, for the breach thereof; and may make, establish, publish, alter, modify, amend and repeal ordinances, rules, regulations, and bylaws for the purposes stated in this section. Provisions in this section granting authority to establish and collect fines for certain violations shall not be interpreted to limit the authority hereunder to establish and collect fines for any other violations:

I. In General. To carry into effect all the powers by law vested in the city.

II. Order and Police Duty. . . .

III. Disorderly Houses and Gaming. . . .

IV. Sale of Liquor. . . .

V. Shows. . . .

VI. Porters, Vehicles, Etc. . . .

VII. **Use of Public Ways. To regulate all streets and public ways**, wharves, docks, and squares, **and the use thereof, and the placing or leaving therein any** carriages, sleds, boxes, **lumber, wood, or any articles or materials, and the deposit of any waste or other thing whatever**; the removal of any manure or other material therefrom; the erection of posts, signs, steps, public telephones, telephone booths, and other appurtenances thereto, or awnings; the digging up the ground by traffic thereon or in any other manner, **or any other act by which the public travel may be incommoded** or the city subjected to expense thereby; the securing by railings or otherwise any well, cellar, or other dangerous place in or near the line of any street; to prohibit the rolling of hoops, playing at ball or flying of kites, or any other amusement or practice having a tendency to annoy persons passing in the streets and sidewalks, or to frighten teams of horses within the same; and to compel persons to keep the snow, ice, and dirt from the sidewalks in front of the premises owned or occupied by them.

VIII. Traffic Devices and Signals.

(a) . . .

(b) . . .

IX. Combustibles. . . .

X. Stock at Large. . . .

XI. Dogs. . . .

XII. Markets, Sales. . . .

XIII. Vagrants, Obscene Conduct. . . .

XIV. Nuisances. . . .

XIV-a. Interfering With Voters. . . .

XIV-b. Local Election Reporting Requirements. . . .

XV. Miscellaneous. . . .

XVI. Warnings and Citations. . . .

XVII. Drug-Free Zones. . . .

XVIII. Automobile Parking Controls. . . .

XIX. Businesses Obtaining City Permits. . . .

Source. 1846, 384:17. GS 44:11. GL 48:10. PS 50:10. 1905, 10:1. 1907, 35:1. 1915, 55:1; 98:1. 1923, 15:1. PL 54:12. 1935, 117:2. 1941, 35:1. RL 66:13. RSA 47:17. 1961, 26:1. 1971, 512:9. 1981, 298:2. 1983, 166:2. 1986, 102:1. 1991, 74:1; 364:7. 1993, 183:1. 1996, 268:1, 5. 2006, 202:1. 2007, 43:2. 2009, 270:2, 3, eff. Jan. 1, 2010.



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

Office Use Only

Meeting Date: April 25, 2016

Agenda Item No. 5

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
4/25/2016

Agenda Item Title: Little River Park Usage and Schedule

Requested By: Corey Parker **4/21/2016**

Contact Information: cparker@orcscd.org

Presented By: Corey Parker, Director of Athletics, ORCSD

Description: Request permission from the Board to utilize the LRP for both ORHS baseball and Middle School. Present the Board with schedules for both programs for their review and approval.

Financial Details: N/A

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

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to grant the ORCSD permission to use the Little River Park baseball field for Oyster River High School baseball and Middle School baseball for the 2016 season.

Move to approve the 2016 season schedule for the ORHS baseball and Middle School at Little River Park.



Town of Lee Select Board,

This letter is to request use of Little River Park for select home baseball games and practices for the Spring 2016 season. Given the construction at Oyster River High School for all new athletic facilities our hope is to continue the relationship we have had with Lee and Little River Park for additional contests and practices this season. Our desired dates are listed below. If acceptable to the town, we can work directly with Oyster River Youth Association to ensure no programs are displaced.

Requested Game Dates:

April:

15, 18, 22, 25, 29

May:

2,3,4,9,10,11,13,18,25,26,27

June:

2, 4

Requested Practice Dates:

April:

19,20,21,26,28

May:

5,6,12,16,17,23,24,31

June:

1,3

Corey Parker
Dean of Students
Director of Athletics
Oyster River High School
cparker@orcscd.org

Team Schedule - Oyster River High School							
Baseball	JV	Wednesday	4/13/2016	Sanborn Regional Schools	Home	Little River Park	4:30 PM
	Varsity	Friday	4/15/2016	St. Thomas Aquinas HS	Home	Little River Park	4:00PM
	Varsity	Monday	4/18/2016	Milford High School	Home	Little River Park	4:00PM
	Varsity	Friday	4/22/2016	Portsmouth High Athletics	Home	Little River Park	4:00 PM
	Varsity	Monday	4/25/2016	Goffstown School District	Home	Little River Park	2:30 PM
	JV	Friday	4/29/2016	Coe-Brown Northwood Academy	Home	Little River Park	4:00 PM
	Varsity	Monday	5/2/2016	Sanborn Regional Schools	Home	Little River Park	4:30 PM
	Middle School	Tuesday	5/3/2016	Newmarket Jr/Sr HS (MS Baseball v Newmarket)	Home	Little River Park	3:30 PM
	Varsity	Wednesday	5/4/2016	Kennett High School	Home	Little River Park	4:00PM
	Varsity	Monday	5/9/2016	Kingswood Regional HS	Home	Little River Park	4:00PM
	Middle School	Tuesday	5/10/2016	Greenland Central School (MS Baseball v Greenland)	Home	Little River Park	3:30 PM
	JV	Wednesday	5/11/2016	Kennett High School	Home	Little River Park	4:00 PM
	JV	Friday	5/13/2016	Manchester West High School	Home	Little River Park	4:00 PM
	JV	Wednesday	5/18/2016	St. Thomas Aquinas HS	Home	Little River Park	4:00 PM
	JV	Wednesday	5/25/2016	Kingswood Regional HS	Home	Little River Park	4:00 PM
	Middle School	Thursday	5/26/2016	Cooperative Middle School (MS Baseball v CMS)	Home	Little River Park	3:30 PM
	Varsity	Friday	5/27/2016	John Stark Regional High School	Home	Little River Park	4:00 PM
	Varsity	Thursday	6/2/2016	TBA (Division II Prelims)	Home	Little River Park	4:00 PM
	Varsity	Saturday	6/4/2016	TBA (Divison II Quarterfinals)	Home	Little River Park	4:00 PM
	Varsity	Thursday	6/9/2016	TBA (Division II Semis)	Home	Southern New Hampshire University	TBA

Practice- Ideally all non game days as late as possible.

Week of April Vacation (April 25-29) time TBA, but will work around any availability

Playoff games are TBA as of now, games hosted by higher seed



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

Office Use Only

Meeting Date: April 25, 2016

Agenda Item No. 6

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
4/25/2016

Agenda Item Title: Applications for the Sustainability Committee

Requested By: Select Board **4/21/2016**

Contact Information: 603-659-5414

Presented By: Julie Glover, Town Administrator

Description: Present the Board with applications for appointments to the newly formed Sustainability Committee.

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 full membership appointments to the Sustainability Committee:

Brian Giles, Paul Gasowski and Leslie Adams.



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

Office Use Only

Meeting Date: 3/28/16

Agenda Item No. 4

BOARD OF SELECTMEN

3/28/2016 **MEETING AGENDA REQUEST**
(Meeting Date Requested)

Agenda Item Title: UPDATE AND PRE-PLANNING FOR
FORMATION OF SUSTAINABILITY COMMITTEE

Requested By: PAUL GASOWSKI **Date:** 23 MARCH 2016

Contact Information: 659-5273 plgasowski@lee.nh.gov

Presented By: PAUL GASOWSKI

Description: • UPDATE APPLICATION PROCESS
• PRE-PLAN APRIL SCHEDULE & ACTIONS
NEEDED TO FORM COMMITTEE BY 4/30/16

Financial Details: NONE

Legal Authority WAB-2016
(usually NH RSA or Town Ordinance/Policy):

Legal Opinion: _____

REQUESTED ACTION OR RECOMMENDATIONS:

To: Lee Select Board
From: Paul Gasowski
Re: Sustainability Committee Formation
Date: 24 March 2016

Dear Select Board Members,

In an effort to navigate the process of forming the new Sustainability Committee, I offer the following draft plan and schedule:

- March 18: Announce openings for Sustainability Committee and invite applications;
- March 25: Continue application period and invite applicants;
- March 28: Select Board discussion of proposed plan and schedule for forming committee;
- April 4: Submit Select Board agenda request for 4/11 meeting;
- April 7: Close application period;
- April 8: Transmit applications to Select Board for initial review;
- April 11: Select Board discussion of applications(first review), selection process/parameters and guidance on goals and charge;
- April 18: Submit Select Board agenda request for 4/25 meeting;
- April 25: Select Board second review of applications, committee selection/appointments and further discussion of guidance on goals and charge;
- April 25: Appoint Select Board representative to committee.

As I indicated earlier, I am willing to serve as liaison to the Select Board, as we work through this process.

Sincerely,
Paul Gasowski



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: BRIAN GIKES

Address: 22 KAMPREY LN. Phone/Cell: 603-659-5884

of Years as a Resident: 28

Email address: bagiles@earthlink.net

Full Membership (3 year term) position applying for: SUSTAINABILITY ADVISORY
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: INTEREST IN
LONG-TERM SUSTAINABILITY, ENVIRONMENTAL CONSERVATION,
SOLAR ENERGY, ORGANIC GARDENING, LAND PROTECTION,
WATER QUALITY, FORMER LEE REP TO STAFFORD REGION
PLANNING COMMISSION, KAMPREY RIVER ADVISORY
COMMITTEE, & PICCATAQUA REGIONAL ESTUARIES
PARTNERSHIP

Signature

Date

MAR. 28, 2016

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: **BRIAN GILES** of Lee, New Hampshire in the **County of Strafford**:

Whereas, there is a vacancy in the office of the SUSTAINABILITY 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 25TH day of April, 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 SUSTAINABILITY 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 **BRIAN GILES** 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: PAUL L. GASOWSKI

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

of Years as a Resident: 30+

Email address: plgasowski@lee@gmail.com

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

Term Expires on the following date: 4/19

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: _____

CO-FOUNDED AND CHAIRED OYSTER RIVER COOP SCHOOL
DISTRICT SUSTAINABILITY COMMITTEE; SERVICE ON THE
LEE AG COMMISSION (COMMITTEE) 10 YEARS; CUMULATIVE
TEACHING EXPERIENCE;


Signature

23 MARCH 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: **PAUL GASOWSKI** of Lee, New Hampshire in the **County of Strafford**:

Whereas, there is a vacancy in the office of the SUSTAINABILITY 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 25TH day of April, 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 SUSTAINABILITY 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 **PAUL GASOWSKI** 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: Leslie M. Adams

Address: 51 Wadleigh Falls Road, Lee, NH 03861 Phone/Cell: 603/659-6177

of Years as a Resident: 19.75

Email address: leslie.adams@comcast.net

Full Membership (3 year term) position applying for: Sustainability Committee*

Term Expires on the following date: I'm a single parent....
* Or perhaps as Alternate? I'm unsure of the time committment;

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 lived in Lee for 20 years, my daughter attends ORMS, and I hope to spend the rest of my life in this town. I believe in living within the finite boundaries of our natural resources, and also about teaching the importance of transforming our habits and actions into more sustainable alternatives. All over the world, towns and cities are changing to more sustainable ways of operating; I'm so proud that Lee is one of them. I was thinking an educator might be of some use to the Committee. I teach Environmental Sustainability courses for UNH, Great Bay Community College, and UMaryland (online) and have been teaching on this topic for the past 14 years. I've also served as a consulting scientist for the EPA, Forest Service, UNH Cooperative Extension and other public agencies. I feel I'm well informed on such subjects as alternative energy, water resources conservation, sustainable agriculture, global climate change, biodiversity conservation, food resources, pollution and toxicology... and also on the public's reaction to sustainable ideas. I believe I would be a substantive and creative member of this committee, and I'd be passionate about helping Lee reach its sustainability goals.

LM Adams
Signature

March 28, 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.

Leslie M. Adams

51 Wadleigh Falls Road • Lee, NH 03861 • (603) 659-6177 • leslie.adams@comcast.net

SUMMARY OF QUALIFICATIONS

- 15 years a college educator; 9 years teaching for UNH; 6 years designing/teaching environmental sustainability courses
- 15 year record of outstanding student and administrative performance evaluations
- extensive personal & professional experience with NH small farms, Coop Extension, and IPM
- Ph.D. in plant biology; author of 7 scientific publications
- extremely technologically proficient
- stellar communication and interpersonal skills
- enthusiastic, detail-oriented, professional

EDUCATION

Ph.D., Plant Systematics, University of New Hampshire, Durham, 2003

M.S. *summa cum laude*, Plant Systematics, University of New Hampshire, Durham, 1998

B. S. *magna cum laude*, Environmental Conservation (minor: Plant Biology), University of New Hampshire, Durham, 1993

RESEARCH INTERESTS

mechanisms of biological diversity, biodiversity conservation, complex systems and sustainability theory, community and disturbance ecology, global climate change, science education, information literacy, college and researched-based writing

PROFESSIONAL EXPERIENCE AND APPOINTMENTS

Adjunct Professor, UNH Thompson School of Applied Science, Integrated Agriculture Program. 2016 – present.

Adjunct Professor, Great Bay Community College, Environmental Studies Program. 2015- present.

Research Consultant, Global Change Research Program, U.S. Environmental Protection Agency. Washington, D.C. *Assessing the Effect of Climate Change and Air Pollution on Biogeochemistry and Plant Diversity in Northeastern U.S. Hardwood Forests*. 2013 - present.

Instructor, UNH Professional Development and Training. 2013 – present.

Scientific Adviser, Center for Biological Diversity, Richmond, VT. 2008 – present.

Adjunct Professor, Lesley University, Division of Natural Sciences and Mathematics, Cambridge, MA. 2013- present.

Adjunct Associate Professor, University of Maryland University College, Department of Environmental Management. 2011- present.

Instructor, UNH Cooperative Extension. 2003 – 2012.

Research Consultant, National Ecological Observatory Network (NEON), Land Use and Climate Change Study, Quabbin Reservation, Fitchburg, MA. 2014.

Botanist, Seacoast Science Center's Annual Biological Inventory ("Bioblitz"), Odiorne Point State Park, Rye, N.H. 2006 – 2013.

Educational Consultant (Curriculum Development and Online Instructional Design), Lesley University, Division of Natural Sciences and Mathematics, Cambridge, MA. 2012.

Educational Consultant (Curriculum Development and Online Instructional Design), Mount Washington College, Manchester, N.H. 2011.

Research Assistant, University of New Hampshire, Albion Hogdon Herbarium, Durham, N.H. 1997 – 2002.

Graduate Researcher, University of New Hampshire, Department of Plant Biology, Durham, N.H. 1996-2003.

Guest Speaker, Bartlett Experimental Forest, Roadless Lands Workgroup, Bartlett, N.H. 1998.

Guest Speaker, U.S.D.A. Forest Service, Northeast Forest Experiment Station, Forest Vegetation and Analysis Workgroup, Durham, N.H. 1998.

Assistant Soil Scientist, BFI Organics, Portsmouth, N.H. 1995 - 1997.

Assistant Project Manager, R.E.W. Environmental Consultants, Inc., Danvers, MA. 1995.

Consulting Botanist/Lichenologist, U.S.D.A. Forest Service, Northeast Forest Experiment Station, Forest Health Monitoring Program, Durham, N.H. 1994.

COURSE DESIGN, DEVELOPMENT AND TEACHING

2015-2016	NATR 105	Sustainable Agriculture and Food Systems, Great Bay Community College
	CRN 999442	Advanced Identification Skills for the Grasses, UNH PD&T
	CRN 296216	Introduction to Sedges & Rushes, UNH PD&T
2013-2016	CNSCI 2102	Issues in Environmental Sustainability, Lesley University
	CRN 270216	Identifying Late Season Grasses of NH, UNH PD&T
	CRN 294216	Grasses for Beginners, UNH PD&T
	CRN 999308	Identifying the Ferns of Northeastern New England, UNH PD&T
	NSCI 362	Environmental Change and Sustainability (online), UMUC
	ENMT 365	Individuals, Society and Environmental Sustainability (online), UMUC
2013-2015	SCI 305	Plant Biology and Morphology, New Hampshire Institute of Art
2011 -2014	SCI 405	Ecology and Environmental Sustainability, New Hampshire Institute of Art
2012- 2013	NSCI 155	Environmental Ecology (online), Mount Washington College
2010-2012	NSCI 155	Environmental Ecology, Mount Washington College
2003-2012	CRN 16233	Identifying the Ferns of NH, UNH Cooperative Extension
2011	SCI 301	Biology and Ecology, New Hampshire Institute of Art
	NSCI 351	Ecosystem Dynamics, Mount Washington College
2007	CRN 16309	Keying the Poaceae, UNH Cooperative Extension
	CRN 16308	Identifying Sedges and Rushes of NH, UNH Cooperative Extension
2010	SCI 535A	Principles of Soils Science (hybrid), Granite State College

2004, 2008 STEC 635A Plant Morphology (hybrid), Granite State College
2003, 2005 STEC 504 Applied Botany, Granite State College
2004 STEC 544 General Ecology, Granite State College

OTHER TEACHING EXPERIENCE

2015 BIOL 102 Concepts of Biology (online), UMUC
2014 BIOL 103 Concepts of Biology with Laboratory (online), UMUC
1999-2002 PBIO 666 Systematic Botany Laboratory, University of New Hampshire
2001 PBIO 847 Aquatic Higher Plants Laboratory, University of New Hampshire
2000 PBIO 666 Systematic Botany, Substitute Lecturer, University of New Hampshire
1998 PBIO 412 Introductory Botany Laboratory, University of New Hampshire
1997 BIOL 541 General Ecology Laboratory, University of New Hampshire

TECHNICAL PROFICIENCIES

Professional training and certifications: Blackboard v.9, Moodle 2.0, Desire2Learn (LEO), WebTycho, LearningSphere v.1.5

Proficient in: Microsoft Office Suite, Adobe Connect, Audacity, Elluminate, Wimba Live Classroom, VoiceThread, Photoshop CS6

Additional experience with: InDesign CS6, Illustrator CS6, Acrobat X Pro, Dreamweaver CS5.5

Computational and other software: Excel, Systat, STATA, Statistica, SigmaStat and SigmaPlot

PROFESSIONAL ORGANIZATIONS AND AFFILIATIONS

Northeast Sustainable Agriculture Working Group
Women, Food and Agriculture Network
National Science Teachers Association
Center for Biological Diversity
New England Botanical Club
Union of Concerned Scientists
League of Conservation Voters

SELECTED PUBLICATIONS

Belyazid, S., H. Sverdrup, C. Clark, B. Nihlgård, L. M. Adams, D. Sperduto, S. Bailey, B. Engstrom, N. Cleavitt, and D. Werie. 2015. *In press*. Modelling Interactive Impacts of Nitrogen Deposition and Climate Change on Ecosystems and Ecosystem Services. *Water, Air & Pollution*.

Adams, L. M. 2015. *In preparation*. The importance of unharvested areas to the maintenance of floristic diversity in temperate deciduous forests. *Endangered Earth Online*.

Adams, L. M. 2008. Expert Witness Testimony for “Sierra Club, Center for Biological Diversity, The Wilderness Society versus Thomas Wagner, White Mountain National Forest Supervisor, et al.” United States Court of Appeals, First Circuit, Case No. 08-1978. Washington, D.C.

Adams, L. M. 2005. "A comparison of floristic diversity in old-growth versus mid-successional secondary-growth hardwood forests of the White Mountain National Forest, New Hampshire, USA" *in* "Moving Toward Sustainable Forestry: Lessons from Old Growth Forests." Proceedings of the 6th Eastern Old-Growth Conference, Moultonborough, N.H.

Teeling-Adams, L. M. 2003. A Comparison of Floristic Diversity in Old-Growth versus Mid-Successional Secondary-Growth Hardwood Forests of the White Mountain National Forest, New Hampshire, USA. Ph.D. Dissertation, University of New Hampshire, Durham, N.H.

Teeling, L. M., G. E. Crow and G. L. Wade. 2001. Floristic diversity of the experimental watersheds of the Hubbard Brook Experimental Forest, New Hampshire, USA. *Rhodora* 101(915): 263-292.

Teeling, L. M. 1999. Proceedings on a symposium on the recovery and future of the north-east forest. *Rhodora* 103(915): 303-305.

Teeling, L. M. 1998. The Floristic Diversity of the Experimental Watersheds of the Hubbard Brook Experimental Forest, New Hampshire. M.S. Thesis, University of New Hampshire, Durham, N.H.

Teeling, L. M., G. E. Crow, G. L. Wade and C. W. Martin. 1998. Floristic diversity of the Hubbard Brook experimental watersheds. Abstracts for 83rd Annual Meeting, Ecological Society of America, Baltimore, MD. p. 221

Crow, G. E., G. L. Wade, L. Teeling and C. W. Martin. 1997. Vascular floras of Hubbard Brook Experimental Forest watersheds. *Suppl. Ecol. Soc. Amer.* 78(4):237

To: **LESLIE ADAMS** of Lee, New Hampshire in the **County of Strafford:**

Whereas, there is a vacancy in the office of the SUSTAINABILITY 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 25TH day of April, 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 SUSTAINABILITY 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 **LESLIE ADAMS** took and subscribed the foregoing oath. Before me,

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

Date: _____, 2016

Received and Recorded:



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

Office Use Only
Meeting Date: [Click here to enter a date.](#) 4/25/16
Agenda Item No. [Click here to enter number.](#) 7a

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
4/25/2016

Agenda Item Title: Plow Truck Presentation

Requested By: Randy Stevens

Date: 4/21/2016

Contact Information: Randy Stevens rstevens@leenh.org

Presented By: Randy Stevens, Highway Supervisor

Description: Review of plow truck age, truck history, cost for new, and used vs new and try to get a sense of direction from the Board whether to pursue new or used.

Financial Details: N/A at this time

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

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: None Required at this time.

Lee Highway Dump/Plow/Sand Truck Data Sheet - For Board of Selectmen's Meeting -4/25/2016

Truck History

2 Oldest Trucks (both purchased used)

Truck #	Yr and Make	current age	Year purchased	age when purchased	Yrs of Service	Purchase Pr	purchase pr/yr ser
T2	1985 international	31	1991	6	25	15,000	600
T6	1991 International	26	2002	11	14	12,995	928
	Avg	28 1/2		6	20	13,998	

All Trucks

Truck #	Yr and Make	current age	Year purchased	age when purchased	Yrs of Service	Purchase Pr	current miles	current hours	
T2	1985 international	31	1991	6	25	15,000	275,172	?	
T6	1991 International	26	2002	11	14	12,995	167,437	11,870	
T3	1996 international	21	1995	0	21	68,000	75,380	6,837	
T1	2001 international	15	2006	5	10	36,000	66,982	5,925	
T7	2003 Sterling	13	2013	10	3	19,250	100,000	7,480	
	Average	21		6	15	30,249	136,994		
Total									
Total purchase Price for above trucks								151,245	

2016 CIP

	Scheduled Repl. Yr.	Amount	Comments
T2	1985 International		Not included
T6	1991 International	2015-16	163,600
T3	1996 International	2019-20	163,600
T1	2001 International	2025-26	163,600
T7	2003 Sterling	2028-29	163,600

Trust Funds (Expendable Highway Equipment Trust Fund)

Available as of Aug. 2015	218,000
Spent (engine)	-13,000
Voted in 2016-17	55,000
Total	260,000

Pro's and Cons of Purchasing a New Truck

Pro's

- Would create a snazzier image for the Department
- Availability of a 5-7 year warranty
- Larger insurance reimbursement in case of accident damage
- Lowers the average truck age number
- Potentially safer on higher speed rds (125/4)
- Potentially quicker plow route times
- More features and comforts (AC/heated windshield, etc.)
- Single frames do not rust as bad as double frames in older trucks
- Engine would meet current emission standards

Cons

- Very expensive to purchase initially
- Repairs are very expensive due to complexity
- Can be very hard to diagnose problems with vehicle
- Have to add DEF fluid
- Use more fuel
- More difficult to mount equipment due to complex exhaust/catalytic converter systems
- More difficult to wash truck frames due to all of exhaust and other frame mounted stuff in the way

Extended use of plastic -Ok in auto's but not so great in trucks
 Expected useful life is shorter

New Truck Cost		Options		
		st steel sander steel dump body	ss sander ss dump body	ss combo body
State Bid-Cab and Chassis	International 7400 diesel, automatic,300 hp, 5 yr extended warranty	91,000	91,000	91,000
Equipment Budget figures				
	10' steel dump body	13,500		
	11' patrol wing and wing setup	13,000	13,000	13,000
	front plow hitch	5,200	5,200	5,200
	front plow	8,000	8,000	8,000
	central hydraulics	12,000	12,000	12,000
	Stainless Steel Dump Body		15,000	
	Stainless Steel combo sander/dump body			35,000
		142,700	144,200	164,200

Note- these figures are ball park figures from an equipment dealer and probably do not include everything.

Pros and Cons of Purchasing a Used Truck

Pros

If it doesn't turn out well one doesn't have to keep it as long
 Purchase price is a fraction of cost of new
 Easier to maintain -less complex
 Parts are usually more available and cheaper
 Huge potential savings

Cons

Hard to find dump body and sander separate-most are combo bodies which contaminate truck chassis and are expensive to repair
 More difficult to find good used plow/sand trucks
 No warranty
 Potential for several major breakdowns at once
 More maintenance and repairs required

Used Trucks Listings

Year	Description	Price
2002	International 4900, 250 HP, combo body, automatic, 80,000 miles	24,900
2005	International 7400, automatic, 16K front, combo body, 91,500 miles	36,500
2005	international 7500, 330 hp, 10 sp.,60,000 miles, combo body	34,995
2007	International7500, 310 hp, plow, wing, combo body, automatic	59,900

Hypothetical Truck Purchases

Used Truck Examples

Purchase Price	Upkeep	Total	Expected yrs of use	Cost per year
20,000	10,000	30,000	5	6,000
30,000	14,000	44,000	7	6,300
50,000	20,000	70,000	10	7,000

New Truck Examples

175,000	15,000	190,000	15	12,667
175,000	25,000	210,000	20	10,500



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

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Meeting Date: [Click here to enter a date.](#) 4/25/16
Agenda Item No. [Click here to enter number.](#) 7b

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
4/25/2016

Agenda Item Title: Paving Bid Results

Requested By: Randy Stevens

Date: 4/21/2016

Contact Information: Randy Stevens rstevens@leenh.org

Presented By: Randy Stevens, Highway Supervisor

Description: Review paving bids and select a paving company.

Financial Details: \$205,000 (\$175,000 fiscal yr 16-17 +\$30,000 from surplus fiscal yr 15-16) for paving and \$15,000 for shimming to be funded from paving line item in Fy 15-16 budget.

Legal Authority NH RSA 229:5; 231:3; 32:7; Purchasing Policy

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion:

Move to authorize the Highway Supervisor to enter into an agreement and sign a contract with _____ for the paving of various roads per the Summer Road Work Plan or table this item until further research can be conducted on the low bidder.

TOWN OF LEE ANNUAL PAVING CONTRACT - FY 2017 4/21/2016	Advanced 166 Granite St Suncook NH 03275 485-9755 shern@advancedexcavating.com	Bell & Flynn Inc 69 Bunker Hill Ave Stratham, NH 03885 778-8511 jfb@bellandflynn.com	Brox Industries Inc 1471 Methuen St Dracut, MA 01826 978-454-9105 kdimambro@broxindustri.com	Continental Paving Inc One Continental Dr Londonderry, NH 03053 437-5387 lmahar@continentalpaving.com	Pike Industries 650 Peverly Hill Rd Portsmouth, NH 03801 436-4432 tomatheson@pikeindustries.com	R & D Paving Inc 563 So. Main St Franklin, NH 03235 934-6745 info@ROPavingInc.com	CAN Bros Construction 26 Kingsbury Dr Milton, NH 03851 231-0284 canbrothersconstruction@verizon.com	GMI Asphalt LLC 288 Laconia Rd Belmont, NH 03220 524-0200 sales@gmiasphalt.com
Price per ton for paving listed roads	72.90	No Bid	64.50	70.00	73.00	66.60	69.77	65.66
Price per ton for paving optional listed Eping Road	72.90	No Bid	64.50	70.00	73.00	66.60	69.77	65.66
Optional Price per ton for leveling mix picked up at plant	No Bid	No Bid	64.00	59.00	57.00	N/A	59.84	60.00
Location of Plant	N/A		Rochester, NH	Concord, NH	Portsmouth, NH	N/A	Rochester, NH	Franklin, NH
Estimated Tonnage:								
1 Hayes Rd - 1035 feet long x 22 feet wide (1-1/4 inch compacted)	180		175	180	185	180	185	180
2 Newtown Plains Rd - 5178 feet long x 22-1/2 feet wide-(1-1/4 inch compacted)	922		905	923	1000	918	927	920
3 Clay Ln - 562 feet long x 21- feet wide (1 inch compacted)	75		90	75	100	75	75	92
4 Pinkham Rd – 500 feet long x 22 feet wide (2 in base compacted)	140		85	140	150	139	140	140
5 Pinkham Rd – 500 feet long x 22 feet wide (1 in top compacted)	70		135	70	125	70	70	70
6 Fox Gamson Rd - feet long x 20 feet wide (1-1/4 inch compacted)	830		820	914	1000	910	914	910
7 Cartland Rd – 1161 feet long x 22 feet wide (1 inch compacted)	395		200	162	175	64	64	80
8 Epping Rd – 1275 feet long x 19 feet wide (1-1/4 inch compacted)	190		185	192	200	192	192	191
Total Estimated Tonnage	2802	0	2595	2656	2935	2548	2567	2583
Total Estimated Cost	\$ 204,265.80		\$ 167,377.50	\$ 185,920.00	\$ 214,255.00	\$ 169,696.80	\$ 179,099.59	\$ 169,599.78
Escalation Clause	None		Liquid asphalt base price of \$380.00 per NH DOT at time of bid	Liquid asphalt base price of \$380.00 per NH DOT at time of bid	None	Liquid asphalt base price of \$380.00 per NH DOT at time of bid	Liquid asphalt base price of \$380.00 per NH DOT at time of bid	None



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

Office Use Only

Meeting Date: April 25, 2016

Agenda Item No. 8

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
4/25/2016

Agenda Item Title: Applications for Committees, Commissions and Boards

Requested By: Select Board **4/21/2016**

Contact Information: 603-659-5414

Presented By: Julie Glover, Town Administrator

Description: Present the Board with applications for appointments to Town Boards, 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 membership positions:
David Cedarholm to the Planning Board; Tom Loureiro to the Ad Hoc Race Track
Committee; Elisabeth McCaffrey and Cord Blomquist to the Heritage Commission.
AND approve the following appointment to an alternate position:
Howard Huff to the Planning Board.**

April 19, 2016

Town of Lee Select Board
7 Mast Road
Lee, NH 03861

Dear Select Board,

The Planning Board Rules of Procedures outline that the Planning Board meet and interview any citizen interested in serving on the Board and then make a recommendation to the Select Board. They also outline that when a member position becomes vacant, an interested alternate may move to that position.

At the April 14, 2016 meeting, the Board interviewed Howard Hoff for an alternate position and is now requesting that the Select Board appoint him as an alternate member with a term to expire March 2019.

In addition, the Board also requests that David Cedarholm be moved from an alternate position to a member with a term to expire March 2019.

We hope you honor are requests and if you should have any further questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Robert P. Smith". The signature is written in dark ink and is positioned above the typed name and title.

Robert P. Smith, Chairman
Lee Planning Board



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

APPLICATION FOR APPOINTMENT TO A BOARD, COMMISSION OR COMMITTEE

Applicant's Name: David Cedarholm

Address: 81 Fox Garrison Road, Lee, NH Phone/Cell: 603.817.3732

of Years as a Resident: 26

Email address: dcedarholm@comcast.net

Full Membership (3 year term) position applying for: Planning Board

Term will expire on the following date: _____

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

Term will expire on the following date: _____

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

*I have served on the Planning Board for 3 years as a Select Board representative and 1 year as
and alternate. I am also a professional engineer has have been involved in land use planning
in my professional career for 26 years.*

David Cedarholm

4/4/2016

Signature

Date

You are welcome to submit a letter or resume with this form. New applicants who have not previously served are requested to attend a Select Board 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: **DAVID CEDARHOLM** of Lee, New Hampshire in the **County of Strafford**:

Whereas, there is a vacancy in the office of the **PLANNING BOARD** 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 25TH day of April, 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 **PLANNING BOARD** 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 **DAVID CEDARHOLM** 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

Applicant's Name: Tom LOUREIRO
Address: 10 THORNTON LANE Phone/Cell: (603) 380-8917

of Years as a Resident: 16

Email address: tloureiro1@yahoo.com

Full Membership (1 year term) position applying for: SPEEDWAY NOISE ORD. SUBCOM.

Term will expire on the following date: _____

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

Term will expire on the following date: _____

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

CONTINUATION OF ONGOING ROLE.

[Signature]
Signature

4/19/16
Date

You are welcome to submit a letter or resume with this form. New applicants who have not previously served are requested to attend a Select Board 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: **TOM LOUREIRO** of Lee, New Hampshire in the **County of Strafford:**

Whereas, there is a vacancy in the office of AD HOC RACE TRACK COMMITTEE MEMBER 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 25TH day of April, 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 **TOM LOUREIRO** 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: Elisabeth (Liz) McCaffrey
Address: 1 Lee Hill Rd Phone/Cell: 617-642 1647
of Years as a Resident: < 1 year
Email address: ~~elisabeth~~ elisabeth.mccaffrey@gmail.com

Full Membership (3 year term) position applying for: Heritage Commission Member

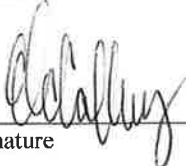
Term Expires on the following date: _____

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

Term Expires on the following date: _____

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

I am very interested in history, and eager to learn and
share the history of our new home town.


Signature

4/21/16
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: **ELISABETH MCCAFFREY** of Lee, New Hampshire in the **County of Strafford**:

Whereas, there is a vacancy in the office of the HERITAGE 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 25TH day of April, 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 HERITAGE 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 **ELISABETH MCCAFFREY** 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: Cord Blomquist
Address: 1 Lee Hill Road Phone/Cell: 202-615-0600
of Years as a Resident: <1
Email address: cord.blomquist@gmail.com

Full Membership (3 year term) position applying for: Heritage Commission Member
Term Expires on the following date: _____
Alternate Position (3 year term) position applying for: _____
Term Expires on the following date: _____

I feel the following experience and background qualifies me for this position: I have
worked for two years with the American Independence
Museum in Exeter as a volunteer guide and technology
consultant. Previously, I worked as a guide in the
Capitol in DC. My work at both locations involved
drafting original tour agendas and other materials.

Cord Blomquist
Signature

04-21-2016
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: **CORD BLOMQUIST** of Lee, New Hampshire in the **County of Strafford**:

Whereas, there is a vacancy in the office of the HERITAGE 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 25TH day of April, 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 HERITAGE 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 **CORD BLOMQUIST** 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: Howard Hoff
Address: 43 Riverside Park Dr Phone/Cell: _____
of Years as a Resident: 25+
Email address: Howard.Hoff@comcast.net

Full Membership (3 year term) position applying for: _____
Term Expires on the following date: _____
Alternate Position (3 year term) position applying for: Planning Board
Term Expires on the following date: _____

I feel the following experience and background qualifies me for this position: _____
Electrical Engineer
25+ years living in town
active in community

Howard Hoff (Cross) _____
Signature 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: **HOWARD HOFF** of Lee, New Hampshire in the **County of Strafford**:

Whereas, there is a vacancy in the office of the PLANNING BOARD 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 25TH day of April, 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 PLANNING BOARD 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 **HOWARD HOFF** took and subscribed the foregoing oath. Before me,

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

Date: _____, 2016

Received and Recorded:



Recreational Facilities Rules & Regulations

Town of Lee, 7 Mast Road, Lee NH 03861
Phone (603) 659-5414/ www.leenh.org

1. Park hours are from dawn to dusk and no overnight parking or camping allowed unless prior permission has been granted by the Lee Select Board.
2. Hunting is prohibited.
3. Little River Park is a "Carry-in, Carry-Out" facility. All trash shall be removed and properly disposed of by Park users. Glass containers are prohibited. All users are responsible for removal of their personal property from the Park after each use or game. The Town shall not be responsible for any personal property left at the Park.
4. All parking shall occur in designated graveled parking areas and shall not occur on any grassed area. All parking signs shall be followed.
5. All dogs must be on a leash at all times. Dogs and other animals are not allowed on any of the playing fields. Dog owners are responsible for removing their dog's waste from Park grounds.
6. Use of the Pavilion is on a "first-come-first-served" basis; however, Town-sponsored use takes precedent.
7. Nothing may be affixed to any structure, post or tree that shall in any way cause harm or damage. Anything placed in a temporary manner (such as balloons or banners) shall be removed before leaving the Park.
8. Rebound devices are NOT allowed (i.e. bounce houses, trampolines, etc.)
9. Cooking is an allowed use by way of charcoal or gas grills, which must be located at least ten feet (10') from any structure. Open fires, such as campfires, are not permitted except by prior special authorization from the Select Board and by obtaining a legal burn permit from the Lee Fire & Rescue Department at least two days prior to the day of the event. *This may require obtaining the services of the Lee Fire & Rescue Department to site all open fires.*
10. All activities should be stopped as soon as you hear thunder or see lightning, or observe dark threatening clouds developing overhead. All participants should remove themselves to a safe location. According to the National Weather Service, *the only completely safe action is to quickly get inside a safe building or vehicle.* You are not safe anywhere outside. Stay inside until 30 minutes after you hear the last clap of thunder. Do **not** shelter under trees or in the Pavilion. The Town of Lee reserves the right to close the facility when the weather conditions or other concerns have created hazardous conditions.
11. **NO ALCOHOLIC BEVERAGES, PROFANITY, OBJECTIONABLE LANGUAGE, and OR DISORDERLY CONDUCT:** Those violating such prohibitions will be ejected from the premises and may be restricted from future use of the park.



Recreational Facilities Rules & Regulations

Town of Lee, 7 Mast Road, Lee NH 03861

Phone (603) 659-5414/ www.leenh.org

12. All individuals, groups and organizations will assume liability for themselves and their own members and the actions thereof. Any damage resulting to the facility, equipment, or other Town of Lee property will be billed to the responsible party. Users are responsible for their own safety and that of their participants and guests at all times. All participants, spectators and guests must realize the inherent danger of using Town Recreational facilities and shall release the Town of Lee of any and all liability for personal injury and/or property damage upon arriving at the facility. Users must not use the facility if they discover an unsafe condition, and they must report all unsafe conditions to the Selectmen's Office immediately.
13. The Town of Lee, at any time, at its discretion reserves the right to change, or amend the foregoing regulations or withdraw any group, organization or person the privilege of using Park facilities within its discretion.



Recreational Facilities Rules & Regulations

Town of Lee, 7 Mast Road, Lee NH 03861

Phone (603) 659-5414/ www.leenh.org

- ~~1. All groups and organizations will assume liability for their own members and the actions thereof. Any damage resulting to the facility, equipment, or other Town of Lee property will be billed to the responsible party. Users are responsible for the safety of their participants and guests at all times. All participants, spectators and guests must realize the inherent danger of using this facility and shall release the Town of Lee of any and all liability for personal injury and/or property damage upon arriving at the facility. Users must not use the facility if they discover an unsafe condition, and they must report all unsafe conditions to the Selectmen's Office immediately.~~
- ~~2. Users agree to provide a Certificate of Insurance to the Town with an endorsement demonstrating that the Town of Lee and its officials, agents, volunteers and employees are named as an additional insured in accordance with the Town's Insurance Requirements.~~
- ~~1. The Town of Lee reserves the right to close the facility when the weather conditions or other concerns have created hazardous field conditions. The Town of Lee, at any time, at its discretion reserves the right to change, or amend the foregoing regulations or withdraw any group, organization or person the privilege of using Park facilities within its discretion. Park hours are from dawn to dusk and no overnight parking or camping allowed unless prior permission has been granted by the Lee Select Board.~~
- ~~3.2. Hunting is prohibited.~~
- ~~4.3. Little River Park is a "Carry-in, Carry-Out" facility. All trash shall be removed and properly disposed of by Park users. Glass containers are prohibited. All users are responsible for removal of their personal property from the Park after each use or game. The Town shall not be responsible for any personal property left at the Park.~~
- ~~5.4. All parking shall occur in designated graveled parking areas and shall not occur on any grassed area. All parking signs shall be followed.~~
- ~~5. All dogs must be on a leash at all times. Dogs and other animals are not allowed on any of the playing fields. Dog owners are responsible for removing their dog's waste from Park grounds.~~
- ~~6. Use of the Pavilion is on a "first-come-first-served" basis; however, Town-sponsored use takes precedent.~~
- ~~7. Nothing may be affixed to any structure, post or tree that shall in any way cause harm or damage. Anything placed in a temporary manner (such as balloons or banners) shall be removed before leaving the Park.~~
- ~~8. Rebound devices are NOT allowed (i.e. bounce houses, trampolines, etc.)~~
- ~~9. Cooking is an allowed use by way of charcoal or gas grills, which must be located at least ten feet (10') from any structure. Open fires, such as campfires, are not permitted except by~~



Recreational Facilities Rules & Regulations

Town of Lee, 7 Mast Road, Lee NH 03861
Phone (603) 659-5414/ www.leenh.org

prior special authorization from the Select Board and by obtaining a legal burn permit from the Lee Fire & Rescue Department at least two days prior to the day of the event. This may require obtaining the services of the Lee Fire & Rescue Department to site all open fires.

~~6. The Town of Lee reserves the right to close the facility when the weather conditions or other concerns have created hazardous field conditions. The Town of Lee, at any time, at its discretion reserves the right to change, or amend the foregoing regulations or withdraw any group, organization or person the privilege of using Park facilities within its discretion.~~

10. All activities should be stopped as soon as you hear thunder or see lightning, or observe dark threatening clouds developing overhead. All participants should remove themselves to a safe location. According to the National Weather Service, the only completely safe action is to quickly get inside a safe building or vehicle. You are *not safe* anywhere outside. Stay inside until 30 minutes after you hear the last clap of thunder. Do **not** shelter under trees or in the Pavilion. The Town of Lee reserves the right to close the facility when the weather conditions or other concerns have created hazardous conditions.

~~7. ———~~

11. **NO ALCOHOLIC BEVERAGES, PROFANITY, and OBJECTIONABLE LANGUAGE, OR and OR DISORDERLY CONDUCT:** Those violating such prohibitions will be ejected from the premises & and may ~~have compromised~~ be restricted from future use of the future park use.

12. All individuals, groups and organizations will assume liability for themselves and their own members and the actions thereof. Any damage resulting to the facility, equipment, or other Town of Lee property will be billed to the responsible party. Users are responsible for their own safety and that of their participants and guests at all times. All participants, spectators and guests must realize the inherent danger of using Town Recreational facilities and shall release the Town of Lee of any and all liability for personal injury and/or property damage upon arriving at the facility. Users must not use the facility if they discover an unsafe condition, and they must report all unsafe conditions to the Selectmen's Office immediately.

13. The Town of Lee, at any time, at its discretion reserves the right to change, or amend the foregoing regulations or withdraw any group, organization or person the privilege of using Park facilities within its discretion.

8.

PLAYGROUND RULES

- Use playground at your own risk
- Children under the age of 12 must be accompanied by an adult
- No pushing or shoving
- Proper footwear is required
- Improper use of equipment is Prohibited
- Playground Hours: Dawn to Dusk

**In Case of Emergency
Call 911**

PARK RULES

- No Alcoholic beverages or glass containers
- No unauthorized overnight parking or camping
- No Littering
- Hunting is Prohibited
- Pets must be on leash
- No parking except in designated parking areas
- Park Hours: Dawn to Dusk
- **CARRY IN CARRY OUT POLICY**



Recreational Fields Usage Agreement

Town of Lee, 7 Mast Road, Lee NH 03861
Phone (603) 659-5414/ www.leenh.org

Name of Organization/Group/Person: _____

Contact Person: _____ Phone #: _____

Mailing Address: _____

E-Mail address: _____

Field(s) Requested:	<input type="checkbox"/>	Little River Park Baseball Field	\$35.00/game
	<input type="checkbox"/>	Little River Park Multi-Purpose Field	\$35.00/game
	<input type="checkbox"/>	LRP Playground /Picnic Tables	No Fee
	<input type="checkbox"/>	Town Field (at Mast Way)	No Fee

Details (description of activity): _____

Dates & Times: _____

(Attach schedule if more than three dates)

Rules & Regulations Governing Use of Town of Lee Recreation Facilities

1. All groups and organizations will assume liability for their own members and the actions thereof. Any damage resulting to the facility, equipment, or other Town of Lee property will be billed to the responsible party. Users are responsible for the safety of their participants and guests at all times. All participants, spectators and guests must realize the inherent danger of using this facility and shall release the Town of Lee of any and all liability for personal injury and/or property damage upon arriving at the facility. Users must not use the facility if they discover an unsafe condition, and they must report all unsafe conditions to the Selectmen's Office immediately.
2. Users agree to provide a Certificate of Insurance to the Town with an endorsement demonstrating that the Town of Lee and its officials, agents, volunteers and employees are named as an additional insured in accordance with the Town's Insurance Requirements.
3. The Town of Lee reserves the right to close the facility when the weather conditions or other concerns have created hazardous field conditions. The Town of Lee, at any time, at its discretion reserves the right to change, or amend the foregoing regulations or withdraw any group, organization or person the privilege of using Park facilities within its discretion.



Recreational Fields Usage Agreement

Town of Lee, 7 Mast Road, Lee NH 03861
Phone (603) 659-5414/ www.leenh.org

4. Little River Park is a "Carry-in, Carry-Out" facility. All trash shall be removed and properly disposed of by Park users. Glass containers are prohibited. All users are responsible for removal of their personal property from the park after each use or game. The Town shall not be responsible for any personal property left at the Park.
5. All parking shall occur in designated graveled parking areas and shall not occur on any grassed area. All parking signs shall be followed.
6. All dogs must be on a leash at all times. Dogs and other animals are not allowed on any of the playing fields. Dog owners are responsible for removing their dog's waste from Park grounds.
7. All activities should be stopped as soon as you hear thunder or see lightning, or observe dark threatening clouds developing overhead. All participants should remove themselves to a safe location. According to the National Weather Service, ***the only completely safe action is to quickly get inside a safe building or vehicle.*** You are ***not safe*** anywhere outside. Stay inside until 30 minutes after you hear the last clap of thunder. Do ***not*** shelter under trees.
8. **NO ALCOHOLIC BEVERAGES, PROFANITY, and OBJECTIONABLE LANGUAGE OR DISORDERLY CONDUCT:** Those violating such prohibitions will be ejected from the premises & may have compromised future park use.

IN CONSIDERATION OF PERMISSION GRANTED by the Town of Lee, County of Strafford, State of New Hampshire, to use Lee's Recreational Fields for the purpose indicated above, I the undersigned representative of the above group/organization and all its members, hereby and forever discharge, release, indemnify, and hold harmless the Town of Lee, its successors and assigns, agents and employees from all debts, claims, demands, damages, actions and causes of action whatsoever, which we may now have or may hereafter have, as a result of our use of Lee's Recreational Fields, I attest that I/we do not, as a matter of policy or practice, discriminate against any person on the basis of race, color, religion, national origin, handicap status, age, marital status, sexual orientation, or gender.

I have read and agree to abide by the Rules & Regulations and this Agreement. I will be responsible for all our participants, coaches and guests. I, the undersigned, have read this contract and understand all its terms. I sign this release voluntarily and with full knowledge of its significance.

Applicant Signature: _____

Date: _____

Printed Name: _____

TOWN OF LEE
PAVILION AT LITTLE RIVER PARK
REGULATIONS FOR FACILITY RESERVATION FEE & USE

1. Reservations of the Pavilion at Little River Park (hereinafter "the Pavilion") in the Town of Lee (hereinafter "the Town") will be taken by agents administratively designated by the Select Board on a "first come-first served" basis within the current calendar year. Reservations are necessary for organized groups of fifteen (15) or more people. Reservations may be made by residents of the Town, and other adjacent towns, though priority will be given to residents of the Town in the event of conflicting reservations.
2. All reservations are considered a permit to gather at Little River Park and are to be issued in writing by the Select Board or their designated agent. The Select Board reserves the right to hold a public hearing on any requested use and to attach any reasonable conditions upon the use requested based on the size, type and nature of the proposed use. The user requesting the reservation shall pay any and all expenses relating to the conditions placed by the Select Board on the use.
3. Only one reservation per day will be made. No rain dates will be permitted in order to allow the greatest number of people the opportunity to enjoy reserved use of the Pavilion. Attempts to circumvent this restriction by any group shall result in rescission of all permits granted with fees forfeited. Multiple groups and individuals may use the general areas of Little River Park at the same time of the reservation.
4. Any reserved use permitted cannot interfere with Town sponsored recreational programs, which have priority in using the fields and equipment at Little River Park.
5. Reservations are limited to between 8:00AM to 5:00PM each day unless extended by a vote of the Select Board.
6. All parking shall be restricted to designated areas.
7. Cooking is an allowed use by way of charcoal or gas grills. Open fires are not permitted except by prior special authorization from the Select Board and by obtaining a legal burn permit from the Lee Fire & Rescue Department prior to the day of the event. This may require obtaining the services of the Lee Fire & Rescue Department to site all open fires.
8. The administrative fee for reserving the Pavilion is \$xxx.xx ^{150⁰⁰}
9. The person making the request to reserve the Pavilion will be the responsible party for the group. The person doing so is assuming responsibility for the actions of the group and is certifying themselves as duly authorized to assume this responsibility. The responsible party will insure that any and all conditions placed on the use are met and that the group will abide by the regulations contained herein.
10. Payment of any and all fees is to be made at the time of the registration/reservation. Donations over and above the fees will be gratefully accepted. All payments are to be

payable to the Town of Lee. All administrative fees for reserving the Pavilion will be deposited into the (name of the account, when it was created, purpose of the account).

11. Fees shall be refunded if the Town receives a request for cancellation thirty (30) days prior to the event. A service charge of \$20.00 to cover administrative time shall be retained or assessed. The Select Board may waive these requirements, when deemed appropriate, for good cause. Examples of good cause are unavoidable family emergencies or declared emergencies such as hurricanes, or snow emergencies. Inclement weather, non-emergency illness, change of plans, etc. are insufficient grounds for waiving the cancellation policy. In all instances, the Select Board shall be the sole arbitrator on what constitutes good cause.
12. The Select Board may, at their discretion, waive entirely the administrative fee for the following reasons:
 - a. The requesting group is a registered or readily identifiable not-for-profit or charitable entity based in or providing services to the Seacoast and Great Bay communities; or
 - b. The requesting group is a component of a federal, state, county or local governmental agency; or
 - c. The requesting group can demonstrate the financial inability to pay the fee or other good cause shown as justice may require.
13. Commercial for-profit use of Little River Park and/or the Pavilion is not permitted except as part of a Town sponsored event or by special permission of the Select Board.
14. Additional Regulations and/or Prohibitions:
 - a. Dogs are allowed provided provisions of the Town of Lee Ordinances (*cite to relevant ordinance regarding animal control*) are followed.
 - b. No creating unreasonable noise or activities that disturb others within Little River Park.
 - c. Little River Park is a “carry-in/carry-out” facility. All trash associated with the use of the facility shall be removed and the Pavilion must be left clean at the conclusion of the event.
 - d. Any use of roadside signs, including but not limited to banners, posters, balloons, etc. shall require prior authorization by the Select Board.
 - e. Parking is for park uses only.
15. All users of Little River Park and the Pavilion will conduct themselves in a manner appropriate for a public gathering. Actions of users will not be permitted to become a nuisance to other users of Little River Park or to abutting property owners. All legal requirements of personal conduct will be enforced to avoid the disturbance of the peace and enjoyment of these public facilities regardless of any permitted use.

16. Failure of any group to follow and abide by these regulations may result in their permit being revoked and being asked to leave the premises. Furthermore, violation of any portion of these regulations may be grounds for denial by the Select Board of any future request by the group to reserve the Pavilion.

Fundraising Policy & Donations

All funds shall be solicited in a respectful manner. Under no circumstance shall Oyster River Youth Association (Organization), affiliates or representatives place any undue pressure on possible funders, local businesses or members whether through advertising and or donations. Oyster River Youth Association is a 501(c)(3) organization.

Donations- All donations received by the Organization that were not received directly under the statement of “no goods or services were provided by the Organization in exchange for the contribution” shall be indicated as such with a statement to the donor breaking out the value of any goods or services. For example, tickets with a fair market value of \$30 a piece are sold for \$50 in support of the Organization. The \$30 is not deductible and the \$20 is. This is considered a *quid pro quo contribution*

All donations received in excess of \$250.00 by any donor shall receive a written acknowledgement prior to January 31st of the following year.

All in-kind, non-cash or non-marketable donations shall not have a value stated or provided to the donor unless an appraisal or other qualified value is given or easily accessible.

Donor privacy shall be maintained at all times, unless the donor requests public acknowledgement. Statutory reporting requirements will trump this clause as there are periodic requirements for reporting.

The Organization shall accept cash, stocks, bonds and other marketable securities or the like, any in-kind not usable by the Organization in extending or promoting its charitable purpose shall be disposed of at the earliest convenience. Rental or future income donations shall be decided on by the board of directors. Any other donations shall be decided on a case by case basis.

Sport Specific – All fundraising drives by any sport or group run under the umbrella of the Organization shall first make a request through the office, at which time they will bring it to the attention of the board at the next board meeting for a vote. In the event that a special request is made and is time sensitive the board may vote before the next meeting via email or a special meeting.

Tagging – Any sport may tag at the request of the board. Tagging shall only be allowed twice a year occurring once in the fall and once in the spring. This will be a first come first serve basis unless there are multiple sports requesting the opportunity. Under this scenario there shall be an alternating schedule, or the sports may combine efforts and split the funds.

Advertising – The office and board may from time to time request donations/advertising money from the general public, including businesses. These

funds are non-sport-specific unless designated as such. All sport specific requests initiated and carried out by the board and or office must be approved by the board of directors. Under certain circumstances the office staff may assist programs with advertising efforts only to the extent of renewals, or low impact requests (less than 4 hours of time in a month). It is the intent for the office staff and board members not to solicit funds for specific sports.

Processes – upon receipt of a donations, advertising, etc. those funds shall be remitted to the office and to our bookkeeper for accounting of all amounts. Each sport fundraising dollar shall be tracked separately and shall be used for sport specific purchases. Under no circumstance shall general fundraising dollars for sport specific programs be used for travel, all-star or similar groups not benefitting the entire sport. Correspondingly the same shall hold true for funds raised by travel, all-star or similar groups to benefit only those raising the funds.

Specific fundraising dollars for each sport shall not exceed \$5,000 at any one time. The intent of fundraising at the sport level is to use those funds in the short term. However if said sport does have a larger goal, the coordinator or representative of that sport shall indicate as such to the director and board with a plan, total amount of money and timing to use the funds.

The usage of any fundraising funds at the sport level must be stated to the coordinator, group in charge or other of that specific sport.

Any and all donations received by the Organization or any groups included in the Organization, if restricted shall be held until those restrictions are released. The Treasurer shall oversee and ensure that all donor restrictions are followed. Any donations received without restrictions may be used under the following scenarios:

General Donations to the Organization – shall be used at the board’s discretion

Sport Specific – the coordinator may use the donations for the sport as donated, provided the amounts are less than \$1,000. Usage of greater than \$1,000 must be approved by the Organization’s director. Usage of greater than \$7,500 must be approved by the board of directors.

Board Designated – this is an eternal designation and may be removed by the board via a vote.

Food sales or fundraising must meet state and local codes as required.

ABATEMENT RECOMMENDATION

TO: Select Board
Town of Lee

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

DATE: April 11, 2016

RE: Jeffrey Way
26 Angell Road
Lee, NH 03861

Property Tax Map 25 Lot 1-700
Address: 8 Earle Drive

Tax Year: 2015
Assessment: \$268,500

The subject is a cape style home situated on a 5.13-acre parcel. Abatement is requested because the incorrect property was transferred. It is recommended that an abatement in the amount of \$3,617 plus any applicable interest/fees be granted.

NOTE: Supplemental bill to Mr. Blidberg is being processed.

Abatement Granted

Abatement Denied

Dated _____

SUPPLEMENT RECOMMENDATION

TO: Select Board
Town of Lee

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

DATE: April 11, 2016

RE: Jeffrey Way
26 Angell Road
Lee, NH 03861

Property Tax Map 25 Lot 1-700
Address: 8 Earle Drive

Tax Year: 2015
Assessment: \$268,500

The subject is a cape style home situated on a 5.13-acre parcel. Supplement request is due to incorrect property being transferred. It is recommended that a supplemental bill in the amount of \$3,617 be issued to Mr. Blidberg.

Supplement Granted

Supplement Denied

Dated _____

ABATEMENT RECOMMENDATION

TO: Select Board
Town of Lee

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

DATE: April 11, 2016

RE: D Richard Blidberg
8 Earle Drive
Lee, NH 03861

Property Tax Map 5 Lot 1-400
Address: 26 Angell Road

Tax Year: 2015
Assessment: \$258,200

The subject is a two family home situated on a 3.41-acre parcel. Abatement request is due to incorrect property being transferred which caused billing and payment errors. It is recommended that an abatement for the final issue bill to Mr. Blidberg in the amount of \$3,718 plus any applicable interest/fees be granted.

NOTE: Supplemental bill to Mr. Way for \$3,718 is being processed.

Abatement Granted

Abatement Denied

Dated _____

SUPPLEMENT RECOMMENDATION

TO: Select Board
Town of Lee

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

DATE: April 11, 2016

RE: Jeffrey T. Way
26 Angell Road
Lee, NH 03861

Property Tax Map 5 Lot 1-400
Address: 26 Angell Road

Tax Year: 2015
Assessment: \$258,200

The subject is a two family home situated on a 3.41-acre parcel. Supplement request is due to incorrect property being transferred which caused billing and payment errors. It is recommended that a supplemental bill to Mr. Way in the amount of \$3,718 plus any applicable interest/fees be issued.

Supplement Granted

Supplement Denied

Dated _____

Memo

To: Select Board
Town of Lee

From: Scott P. Marsh, CNHA
Municipal Resources, Inc.

Date: April 18, 2016

RE: Religious Exemption Application

Attached is an application for religious exemption that is required to be filed annually. Application has previously been granted and there have been no changes. Application appears to be in order and as such it is recommended that the application be approved for the 2016 tax year.

Exemption Granted

Exemption Denied

Dated _____

RECEIVED
APR 14 2016

The State of New Hampshire

TOWN OF LEE, NH
SELECTMAN'S OFFICE

List of Real Estate on which Exemption is Claimed

Pursuant to RSA 72:23-c

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

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

Date: 3/3/16 Signed by: William E. DuVal WILLIAM E. DuVal II
NAME & TITLE COORDINATOR FOR FACILITIES OPERATIONS

1. Name of applicant organization: LEE CHURCH CONGREGATIONAL, INC.
(OWNER OF PROPERTY OR PRINCIPAL OCCUPANT - CIRCLE ONE OR BOTH)

2. Mailing address and telephone number: 17 MAIST ROAD, LEE, NH 03861
603-659-8069

3. In what municipality is this exemption claimed? LEE, NH

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

RSA 72:23, III (religious) RSA 72:23, IV (educational) RSA 72:23, V (charitable)
(Form A-12 must also be filed, if applicant is requesting exemption as a charitable organization.)

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

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

17 MAIST ROAD, LEE, NH 03861 603-659-8069
ADDRESS TELEPHONE NUMBER

6. State general purpose for which applicant is organized or incorporated: TO MAINTAIN PUBLIC SERVICES FOR THE WORSHIP OF GOD AND THE TEACHING OF THE BIBLE. TO PROMOTE THE INTERESTS OF THE KINGDOM OF GOD ACCORDING TO THE TEACHING OF CHRIST.

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

- (a) What service of public good or welfare is provided? _____
- (b) Who are the beneficiaries of this service? _____
- (c) Is there a charge for this service? _____ If yes, explain _____
- (d) For what purpose is any income used? _____

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

If so, give its generally recognized name THE LEE CHURCH CONGREGATIONAL,
UNITED CHURCH OF CHRIST

9. State whether the applicant has been granted exemption from taxation by special act of the legislature since May 7, 1913. UNKNOWN

If so, give date. _____

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

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

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

Tax Map & Lot No.	Property Description	Primary Use and its extent or duration	Other Use and its extent or duration
11/6	CHURCH BUILDING	WORSHIP	} 100%
	PARISH HOUSE	BIBLE STUDIES	
	GARAGE	YOUTH ACTIVITIES	
	4 SHEDS	FOOD PANTRY	
	12 ± ACRES	BOY + GIRL SCOUTS	
		4-H	
		LEE HILL SCHOOL	
		AA MEETINGS	

EXAMPLE:

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



Report of Appropriations Actually Voted: Lee

Form Due Date: 20 Days after the Meeting

For Assistance Please Contact:
NH DRA Municipal and Property Division
 Phone: (603) 230-5090
 Fax: (603) 230-5947
<http://www.revenue.nh.gov/mun-prop/>

CERTIFICATION OF APPROPRIATIONS VOTED

This is to certify that the information contained in this form, appropriations actually voted by the town/city meeting, was taken from official records and is complete to the best of our knowledge and belief. Under penalties of perjury, I declare that I have examined the information contained in this form and to the best of my belief it is true, correct and complete.

Governing Body Certifications		
Name	Position	Signature
Scott Bugbee	Chairman, Select Board	
John LaCourse	Selectman	
Cary Brown	Selectman	

A hard-copy of this signature page must be signed and submitted to the NHDRA at the following address:
**NH DEPARTMENT OF REVENUE ADMINISTRATION
 MUNICIPAL AND PROPERTY DIVISION
 P.O.BOX 487, CONCORD, NH 03302-0487**

Appropriations

Account Code	Purpose of Appropriation	Warrant Article #	Appropriations As Voted
General Government			
0000-0000	Collective Bargaining		\$0
4130-4139	Executive	4	\$130,260
4140-4149	Election, Registration, and Vital Statistics	4	\$105,297
4150-4151	Financial Administration	4	\$161,396
4152	Revaluation of Property	4	\$31,700
4153	Legal Expense	4	\$25,000
4155-4159	Personnel Administration	4	\$806,833
4191-4193	Planning and Zoning	4	\$106,720
4194	General Government Buildings	4	\$88,000
4195	Cemeteries	4	\$6,000
4196	Insurance	4	\$45,500
4197	Advertising and Regional Association		\$0
4199	Other General Government	16,4	\$50,000
Public Safety			
4210-4214	Police	4	\$657,981
4215-4219	Ambulance	4	\$18,516
4220-4229	Fire	4	\$356,072
4240-4249	Building Inspection	4	\$28,280
4290-4298	Emergency Management	4	\$7,600
4299	Other (Including Communications)		\$0
Airport/Aviation Center			
4301-4309	Airport Operations		\$0
Highways and Streets			
4311	Administration	4	\$485,183
4312	Highways and Streets		\$0
4313	Bridges		\$0
4316	Street Lighting		\$0
4319	Other		\$0
Sanitation			
4321	Administration	4	\$165,228
4323	Solid Waste Collection		\$0
4324	Solid Waste Disposal	4	\$119,377
4325	Solid Waste Cleanup		\$0
4326-4328	Sewage Collection and Disposal		\$0
4329	Other Sanitation		\$0
Water Distribution and Treatment			
4331	Administration		\$0
4332	Water Services		\$0
4335	Water Treatment		\$0
4338-4339	Water Conservation and Other		\$0
Electric			
4351-4352	Administration and Generation		\$0
4353	Purchase Costs		\$0

4354	Electric Equipment Maintenance		\$0
4359	Other Electric Costs		\$0
Health			
4411	Administration		\$0
4414	Pest Control	4	\$1,650
4415-4419	Health Agencies, Hospitals, and Other	4	\$20,124
Welfare			
4441-4442	Administration and Direct Assistance	4	\$25,650
4444	Intergovernmental Welfare Payments		\$0
4445-4449	Vendor Payments and Other		\$0
Culture and Recreation			
4520-4529	Parks and Recreation	4	\$38,830
4550-4559	Library	4	\$213,678
4583	Patriotic Purposes	4	\$500
4589	Other Culture and Recreation	4	\$11,000
Conservation and Development			
4611-4612	Administration and Purchasing of Natural Resources		\$0
4619	Other Conservation	4	\$5,300
4631-4632	Redevelopment and Housing		\$0
4651-4659	Economic Development		\$0
Debt Service			
4711	Long Term Bonds and Notes - Principal	4	\$90,000
4721	Long Term Bonds and Notes - Interest	4	\$25,848
4723	Tax Anticipation Notes - Interest		\$0
4790-4799	Other Debt Service		\$0
Capital Outlay			
4901	Land	2	\$155,000
4902	Machinery, Vehicles, and Equipment	10,13	\$45,196
4903	Buildings		\$0
4909	Improvements Other than Buildings		\$0
Operating Transfers Out			
4912	To Special Revenue Fund		\$0
4913	To Capital Projects Fund		\$0
4914A	To Proprietary Fund - Airport		\$0
4914E	To Proprietary Fund - Electric		\$0
4914O	To Proprietary Fund - Other		\$0
4914S	To Proprietary Fund - Sewer		\$0
4914W	To Proprietary Fund - Water		\$0
4915	To Capital Reserve Fund	11,12,14,15,17,6,7,8,9	\$360,000
4916	To Expendable Trusts/Fiduciary Funds		\$0
4917	To Health Maintenance Trust Funds		\$0
4918	To Non-Expendable Trust Funds		\$0
4919	To Fiduciary Funds		\$0
Total Voted Appropriations			\$4,387,719



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM J. CASS, PE
ASSISTANT COMMISSIONER

Commissioner's Office
(603) 271-3734
April 1, 2016



Her Excellency, Governor Margaret Wood Hassan
Office of the Governor
State House
107 North Main Street
Concord, NH 03301

**Re: RSA 234:25-b Inspection of Red List Bridges: Report
Red Lists Updated for 2015**

Dear Governor Hassan:

I am writing as a follow-up to the initial submission sent to you in accordance with *RSA 234:25-b Inspection of Red List Bridges: Report*, the bridge inspection data from 2015 has now been reviewed and processed, and the final State and Municipal Red Lists for 2015 have been compiled. For your use and reference, enclosed please find copies of these 2015 Red Lists, which are based on inspection data gathered through December 31, 2015. This information shows that during 2015 inspection cycle the number of State Red List bridges increased from 153 to 154, and the Municipal Red List decreased from 344 to 338.

As required, copies of this letter and the Red List information will be distributed to other elected officials and to the municipalities, via email and/or paper copies. Additional bridge data, including State and Municipal Red Lists, can also be found on the NHDOT Bridge Design web page at <http://www.nh.gov/dot/org/projectdevelopment/bridgedesign/documents.htm>. All bridge inspection data is gathered in accordance with the National Bridge Inspection Standards (NBIS), per Federal Highway Administration (FHWA) regulations.

Should you have any questions in regards to this information, you may contact Peter E. Stamnas (PStamnas@dot.state.nh.us) or David E. Powelson (DPowelson@dot.state.nh.us) in the NHDOT Bridge Design Bureau at (603) 271-2731. They will be able to respond to any inquiries on this data.

Sincerely,

Victoria F. Sheehan.
Commissioner

cc: Executive Council
Elected and Municipal Officials, per RSA 234.25-b
P. Stamnas, D. Powelson

S:\Bridge-Design\Inspection\234-25-b-RSA-Red List Report\2016-Hassan-Red List info-040116.docx

NHDOT Red List Summary

Redlist Note	Bridge Data → Insp Date		FSR	Owner	Type	Width	Length	Spans	Weight	VC over/under	Year Built & Rebuilt
	Road Data →										
				Action	ADT, Year Status	Detour	Width	Functional Class	Est. Project Cost	Year	
Lebanon 1440											
156/117 I-89,NH 10 NB over HARDY HILL ROAD	Nov 2015	50.3	NHDOT		IB-C	42.3	45	1	Fed Br	NPR Y	13.86 1966
State Redlist	Structurally Deficient	Over	NHS		14700,2013	1 mi	38.0	Urban Interstate		Interstate Highway	
Red List in: 2011	Poor Condition. (25784)		Rehab		Under Construction				\$1,725,164.00	2015	
Deck: 4 Poor	Superstructure: 6 Satisfactory	Substructure: 5 Fair			Culvert: N N/A (NBI)						Scour Critical Rating: Not Over Waterway
192/129 PAYNE ROAD over NHRR(ABD)											
Nov 2015	88.5	NHDOT			TB	18.0	54	2	Fed Br	15 N	1946, 2004
State Redlist	Functionally Obsolete	Over			220,2013	1 mi	16.0	Urban Local		Secondary-DOT Maintained	
Red List in: 1991	Low Capacity, Posted 'Weight Limit 15 Tons'.		Rehab		Monitor and Keep in Service						
Deck: 7 Good	Superstructure: 7 Good	Substructure: 7 Good			Culvert: N N/A (NBI)						Scour Critical Rating: Not Over Waterway
Lee 1450											
073/084 NH125 over LITTLE RIVER	Nov 2015 *	50.4	NHDOT		MP	.0	18	1		NPR Y	1972
State Redlist	Not Applicable	Over	NHS		18000,2012	2 mi	39.0	Rural Princ. Arterial		Secondary-DOT Maintained	
Red List in: 2014	Serious Condition. Severe corrosion of steel culvert.		Rehab		To be addressed by Bridge Maintenance					2018	
Deck: N N/A (NBI)	Superstructure: N N/A (NBI)	Substructure: N N/A (NBI)			Culvert: 3 Serious						Scour Critical Rating: Stable for extreme flood
Lincoln 1480											
149/110 FLUME BUS ROUTE over PEMIGEWASSET RIVER	Nov 2015 *	46.2	NHDRED		TB-C	16.3	52	1	Fed Br	15 N	7.84 1886
State Redlist	Functionally Obsolete	Over			50,2000	62 mi	16.2	Rural Local		Undetermined / NA	
Red List in: 1995	Covered Bridge, Low Capacity (Flume Bus use Only).		Rehab		Monitor and Keep in Service						
Deck: 5 Fair	Superstructure: 6 Satisfactory	Substructure: 6 Satisfactory			Culvert: N N/A (NBI)						Scour Critical Rating: Stable for extreme flood
Littleton 1530											
109/134 NH 18 over CONNECTICUT RIVER	Nov 2015	57.3	NHDOT		DPG	30.6	533	5	Fed Br	NPR Y	1934, 1980
State Redlist	Structurally Deficient	Over			1200,2013	10 mi	26.5	Rural Mjr. Collector		Primary-DOT Maintained	
Red List in: 2014	Poor Condition. (27711) TIFIA		Rehab		In the Program				\$4,800,000.00	2025	
Deck: 6 Satisfactory	Superstructure: 5 Fair	Substructure: 4 Poor			Culvert: N N/A (NBI)						Scour Critical Rating: Countermeasures in plac



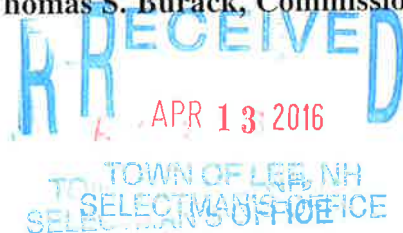
The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

April 7, 2016

David/Jeanne Zullo
3 Joe Ford Road
Lee, NH 03861



COPY

Subject: Non-Transient Non-Community, PWS Id 1335060, His Angels Learning Academy, Lee

Dear Mr. and Mrs. Zullo:

This is to inform you that **His Angels Learning Academy** has been activated in the NH Public Drinking Water Supply Inventory database with you registered as the **Owner**. Your PWS ID is **1335060**. This identifier is used by State and Federal governments to track your water system. It identifies the water system, not the residence or business associated with it. Therefore, this identifier is not transferable and, if you should sell the system, the following information should be passed on to the new owner and this office notified of any changes in writing per Env-Dw 503.05.

His Angels Learning Academy is classified as a "non-transient non-community water system". Such a system is defined as a public water system designed to serve at least 25 people for at least 6 months a year. Examples include workplaces, day cares, schools, and commercial property.

The following sections describe the responsibilities of a non-transient non-community water system. Enclosed please find a listing of the names and phone numbers for the staff members most knowledgeable with the topics covered in each section.

Please Note: The DES Drinking Water and Groundwater Bureau (DWGB) staff have assigned sampling sites for bacteria, chemical, and for lead and copper. Pursuant to Env-Dw 708.04, you must obtain DES' approval in advance, if you wish to change the assigned locations.

Master Sampling Schedule - Enclosed is your master sampling schedule, which includes all sampling requirements for which the system is responsible. Sampling schedules and all analysis request forms are available on line at <http://www2.des.state.nh.us/DESOnestop/BasicSearch.aspx>. Prior to each sampling event, please print a new Analysis Request form because the fields are pre-populated to include your exact sampling site identifier, location, and description. It is critical that this information is correct for the electronic transfer of data. Please submit all changes or corrections in writing.

Bacteria Monitoring - Disease organisms in a single glass of water can cause illness, therefore water quality testing for bacteria is done frequently. **A new system typically samples four times a year or once a quarter for each quarter the system is open.** Sampling may be increased if detections of these contaminants occur at or above certain trigger levels. You will be notified if increased sampling is required. The number of samples taken is based on the population and configuration of the system. You may request a reduction in bacteria sampling if you are eligible for reduced monitoring in accordance with NH Admin Rule Env-Dw 709. More information is available at <http://des.nh.gov/organization/commissioner/legal/rules/documents/env-dw709-713.pdf>.

DES Web site: www.des.nh.gov

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

Telephone: (603) 271-2513 • Fax: (603) 271-5171 • TDD Access: Relay NH 1-800-735-2964

Groundwater Rule Investigative Monitoring (GWR-IM) and Triggered Monitoring (GWR-TM) -

Groundwater sources are subject to contamination from many areas. Per Env-Dw 717 Groundwater Monitoring and Treatment; all new well sources, as well as, reactivated systems that have disinfection must collect and analyze **6 consecutive monthly raw water samples for *E. coli***. The first sample should be collected within 30 days **prior** to serving water to the public. A pre-populated GWR-IM sample form is available with your Master Sampling Schedule on the OneStop public water system query at <http://www2.des.state.nh.us/DESOnestop/BasicSearch.aspx>. Please be sure to use the GWR-IM form and request that the lab uses a method that provides enumeration rather than presence/absence results for these samples.

If/when bacteria are detected during routine bacteria sampling, repeat samples are required. Samples need to be collected from the distribution system, as well as, from the source (Triggered Monitoring or GWR-TM) to help determine the cause of the bacterial contamination. A specially designated GWR-TM sample form is available with your Master Sampling Schedule on the OneStop public water system query at <http://www2.des.state.nh.us/DESOnestop/BasicSearch.aspx>. More information concerning this rule is available at <http://des.nh.gov/organization/commissioner/legal/rules/documents/env-dw717.pdf>.

Lead and Copper - Lead contamination is a major concern today, especially when ingestion by small children is involved. Sampling under this rule reflects this concern. The number of samples required is based on the system's population. Systems that do not exceed action levels, 0.015 mg/l for lead and 1.3 mg/l for copper, will sample each site twice the first year, once a year for the next three years, and then once every three years. Systems that exceed action levels need to do corrosion control studies, possibly provide treatment and do additional sampling. General information about the lead and copper rule is available at <http://des.nh.gov/organization/divisions/water/dwgb/lead-copper/documents/regulatory-info.pdf>.

Chemical Monitoring - Water quality testing for chemical parameters is less frequent, although equally as important. Generally, parameters in this group can pose a risk to health with exposure over a long period of time. The chemical monitoring groups include: Nitrate and Nitrite, inorganic compounds (IOCs, including metals), volatile organic compounds (VOCs, such as solvents & hydrocarbons), synthetic organic compounds (SOCs, such as pesticides), and radiologicals (RADs, such as uranium & radium), Federal and state regulations require all non-transient non-community public water systems to participate in a chemical monitoring program set forth in three-year compliance periods.

Chemical Monitoring Waivers - As a non-transient non- water system you are eligible to apply for chemical monitoring waivers. By obtaining waivers and implementing measures to help protect your drinking water source(s) from contamination, you can save costs by reducing the frequency of testing for VOC's and SOC's. Approximately 76% of eligible water systems participate in the waiver program. Waivers are granted based on source protection criteria. **A water system must be in compliance with the NHDES DWGB rules to participate.** The application process is not difficult, it is free to apply and help is available. More information about the program is available at <http://des.nh.gov/organization/divisions/water/dwgb/dwspp/waivers/index.htm>.

Disinfection Byproducts (DBPs) - Water systems that apply a chemical disinfectant such as chlorine, chloramines or ozone are required to monitor for disinfection byproducts and disinfectant residuals, in accordance with the type of disinfectant. Your monitoring frequency and number of samples depend on the levels detected, service population and source water origin (surface or groundwater). More information is available at <http://des.nh.gov/organization/commissioner/legal/rules/documents/env-dw715.pdf>.

General System Evaluation Form - There is often a need for, and DES encourages, the collection of samples that are located before or mid treatment, or at locations other than your regularly established compliance sites. We have included an additional sample form located on the OneStop at the end of your Master Sampling Schedule list specifically for this purpose. **Please note that this form should also be used when submitting bacteriological samples in order to lift a Boil Order.** Please feel free to consult with our technical staff for assistance in evaluating your system to resolve or prevent any water quality problems.

Laboratory Services - NH Administrative Rule Env-Dw 719 requires owners of public water systems, who have samples analyzed by a commercial laboratory, to enter into a written agreement with the certified lab to have their samples analyzed according to the proper methods, and reported to this office within two business days. In the event that an acute contaminant is detected, they are required to notify us within 24 hours. While there are contractual obligations between you and your laboratory, as the owner you are ultimately responsible for your water system complying with all state and federal regulations.

Be sure to submit your samples and completed paperwork to the NH State Laboratory or a state-certified laboratory during your scheduled quarters or months. **It is important that you sample within the designated quarter** to ensure compliance with Env-Dw 708. To prevent an unnecessary burden on the laboratory at the ends of the quarters, and to ensure that your samples are processed within the required time frame, please plan accordingly. Appointments may be required for certain analyses. Sample bottles, specific to each test, should be obtained from your laboratory. A list of the accredited laboratories is available at <http://des.nh.gov/organization/divisions/water/dwgb/nhelap/documents/labs-private-wells.pdf>. If you use the State Laboratory, contact them by phone at (603) 271-3445 or at the following link <http://des.nh.gov/organization/commissioner/lisu/index.htm>.

Permit to Operate - Non-transient non-community water systems are required to pay an annual Permit to Operate Fee (PTO). Your annual fee is \$150.00. The fee period follows the State's fiscal calendar year from July 1 to June 30. **The fee and signed application are due by June 30 of each year.** The application and permit are available on the OneStop public water system query at <http://www2.des.state.nh.us/DESONestop/BasicSearch.aspx>. A copy of your PTO application is enclosed.

Field Inspections - The DWGB staff inspects all non-transient non-community water systems every three years. There is no charge for this inspection. *The last sanitary survey on this public water system was conducted on March 29, 2016.*

Operator Certification - All non-transient non-community water systems are required to retain a NH certified water system operator. To meet this requirement, the owner may do one of the following: hire a

NH certified operator, become a certified operator by passing the certification examination, or have an individual associated with the water system become certified. Annual training is provided to assist water system personnel in obtaining the certification. The cost of the small systems grade 1A examination is \$50.00. The renewal period for certification is two years and the renewal fee for the grade 1A operator is \$50.00. Continuing education is required to maintain all levels of certification per renewal period. The continuing education requirements for small system operators grade 1A is a minimum of 5 hours. More information concerning operator certification is available on our website at http://des.nh.gov/organization/divisions/water/dwgb/op_cert/index.htm.

Design Approval or Changes to Existing Systems - Design review approval is required for all changes to the water system. This includes expansion of the system to new customers, adding new treatment, storage, pumping or distribution upgrades or adding new wells. More information is available at http://des.nh.gov/organization/divisions/water/dwgb/permit_pws_design.htm.

Administrative Record Keeping System - Documentation relative to the systems sampling requirements (sites and schedules), **all water quality information (laboratory reports)**, compliance information, any improvements, and expansions must be maintained. **It is important for the owner to notify this office in writing of all changes affecting the water system.**

As the water system's owner, it is ultimately your responsibility to ensure these requirements are implemented regardless of whether you occupy the facility or lease/rent it to other parties. Please read the enclosed information, fill out the necessary forms, and return them to the Water Division address listed on the first page. When necessary, representatives from this office will contact you regarding the various sampling schedules. If you have questions, please contact the appropriate staff member as listed on the attached staff listing. Thank you for your attention to these matters.

Sincerely,



Jane Murray
Drinking Water and Groundwater Bureau

Owner Enc: Chemical Waiver Instructions
Contact Information Form
Fact Sheet WD-DWGB-14-2
General System Evaluation Form
Master Sampling Schedule
OneStop Query Instructions
Owner Form
PTO Application
Sampling Fees/Staff Listing

cc: Charles Cleaveland
Angela Monahan
Lee Health Officer
Lee Select Board



April 7, 2016

Board of Selectmen
Town of Lee
7 Mast Road
Lee, NH 03824

Re: Comcast Digital Preferred and Digital Premier Services

Dear Chairman and Members of the Board:

I'm writing to make you aware of some upcoming changes to our Digital Preferred and Digital Premier XFINITY TV services and the launch of new related packages. The changes being made will help make the bill easier to read and understand for our customers. It is important to note that these changes will not impact the actual services being received by the customer or the price they currently pay.

On April 28, 2016, we will rename the following XFINITY TV Services:

- Digital Preferred will be renamed Digital Preferred Tier;
- Digital Preferred plus One Premium will be renamed Digital Preferred Tier plus One Premium;
- Digital Preferred with HBO will be renamed Digital Preferred Tier with HBO;
- Digital Preferred with Two Premiums will be renamed Digital Preferred Tier with Two Premiums;
- Digital Preferred with HBO and One Premium will be renamed Digital Preferred Tier with HBO and One Premium; and
- Digital Premier will be renamed Digital Premier Tier.

In addition, on April 28, 2016, we will launch the following new packages:

- Digital Preferred package will include Digital Starter and the Digital Preferred Tier at \$87.90/mo.
- Digital Preferred plus One Premium package will include Digital Preferred and choice of Showtime, Starz, Cinemax or TMC at \$99.90/mo.
- Digital Preferred with HBO package will include Digital Preferred and HBO at \$102.90/mo.
- Digital Preferred plus Two Premiums package will include Digital Preferred and choice of two premium channels of Showtime, Starz, Cinemax, or TMC at \$111.90/mo.
- Digital Preferred with HBO and One Premium package will include Digital Preferred, HBO and choice of Showtime, Starz, Cinemax or TMC at \$114.90/mo.
- Digital Premier package will include Digital Preferred, HBO, Showtime, Starz, Cinemax, and TMC at \$134.90/mo.

These new packages will allow customers currently subscribing to both Digital Starter and one of our Digital Preferred or Digital Premier packages to combine these two services on the bill rather than being charged as two separate line items. The price would remain the same, but would be combined in the one line item charge. This will make the video section of the bill easier to read and follow for customers.

April 7, 2016
Page Two

Notice of these changes will be provided to customers with their May bill statement. If you have any questions about these changes, please feel free to contact me at 603.334.3603.

Sincerely,

Jay Somers

Jay Somers, Sr. Manager
Government & Regulatory Affairs

All prices exclude applicable taxes and fees.

NEW HAMPSHIRE THE BEAUTIFUL INC.
 110 STARK ST.
 MANCHESTER, NH 03101
 603-669-9333



001606
 54-202/114

DATE 3/31/2016

PAY TO THE ORDER OF Lee, Town of \$ **700.00

Seven Hundred and 00/100 ***** DOLLARS

Town of Lee
 Roger Rice
 Lee Transfer Station Manager
 7 Mast Road
 Lee, NH 03861



[Handwritten Signature]
 AUTHORIZED SIGNATURE

Memo Grant toward the purchase of a Storage Container 2

⑈001606⑈ ⑆011402024⑆1010054813⑈

NEW HAMPSHIRE THE BEAUTIFUL INC.

Lee, Town of

Date	Type	Reference
3/14/2016	Bill	Storage Container

Original Amt. 700.00

Balance Due 700.00

3/31/2016

Discount

Check Amount

001606

Payment 700.00
 700.00

Eastern Bank Operati Grant toward the purchase of a Storage Contain

*New Equipment
 Storage Container
 in NARA mobile
 Page Str. Container
 Grant Review.*