

SELECT BOARD MEETING AGENDA

DATE: Monday, August 15, 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. Facilities Committee – Update
Per the Board's request, present an update on this committee's progress.
4. Larry Kindberg, Recreation Commission Chair – Dirt & Gravel Piles at Little River Park
Request approval for the Highway Department to remove the gravel piles and debris from the back corner of Little River Park and replace with top soil and seed.
5. Planning and Zoning Administrator Caren Rossi and Jim Banks – Power at Little River Park
Discuss and request permission to add electrical outlets and panels at Little River Park.
6. Roger Rice, Transfer Station Manager
 - a. Skid Steer - *Discuss the bid results for the skid steer and present the Board with a purchase recommendation*
 - b. Lamprey Regional Cooperative - *Update the Board on the possibility of two towns withdrawing from the trucking portion of the Lamprey Coop agreement and how that would affect the remaining towns.*
7. Chairman Scott Bugbee, 250th Celebration Committee Representative – Expenditures
Request permission on behalf of the 250th Celebration Committee to expend \$540 for the Freese Big Band, \$5000 towards the fireworks, and an undetermined amount towards more souvenirs to sell at the Fair.
8. Julie Glover, Town Administrator
 - a. *Discuss establishing a potable water system at Little River Park*
 - b. *Veterans Memorial Fund - \$269 – move funds into General Fund*
 - c. *RSA 155-B Hazardous and Dilapidated Buildings - former Come & Go*
 - d. *Electronic Message Board*
 - e. *Fireworks for the Lee Fair*
 - f. *Leash Law Update*
 - g. *Miscellaneous*
9. Motion to accept the Consent Agenda as presented:

SIGNATURES REQUIRED

Abatement Signature
Raffle & Tag Sale Permit
Primex CAP Agreement
Certificate of Authenticity – 250th Bell
Tax Yield Levy

INFORMATION ONLY

Freese Brothers Big Band Performance Agreement

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

10. Motion to accept the Public and Non-Public Meeting Minutes from July 18, 2016 and August 1, 2016.
11. Motion to accept Manifest #3 and Weeks Payroll Ending August 14, 2016.
12. Motion to enter into Non-Public Session – NH RSA 91-A:3 II (a) Personnel - Roll Call Vote required:
Chairman Bugbee _____ Selectman LaCourse _____ Selectman Brown _____
13. Motion to seal the Non-Public Minutes (if necessary.) Roll call Vote required:
Chairman Bugbee _____ Selectman LaCourse _____ Selectman Brown _____
14. Miscellaneous/Unfinished Business
15. Adjournment

Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on August 12, 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
7 MAST RD, LEE, NH 03861
(603) 659-5414

Office Use Only	
Meeting Date:	8/15/16
Agenda Item No.	#4

BOARD OF SELECTMEN

August 15, 2016 **MEETING AGENDA REQUEST**
(Meeting Date Requested)

Agenda Item Title: DIRT & GRAVEL PILES @ LRP

Requested By: RECREATION COMMISSION Date: 8/5/16

Contact Information: LARRY KINSBERG - CHAIRMAN

Presented By: LARRY KINSBERG.

Description: APPROVAL OF BOS TO HAVE HIGHWAY DEPT. REMOVE GRAVEL PILES & DEBRIS FROM BACK CORNER OF LITTLE RIVER PARK & SPREAD TOP SOIL & SEED. STATE PERMIT RUNNING OUT.

Financial Details: _____

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

Legal Opinion: _____

REQUESTED ACTION OR RECOMMENDATIONS:



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

Office Use Only

Meeting Date:

8/15/16

Agenda #5

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
8/15/2016

Agenda Item Title: Electrical at Little River Park

Requested By: Jim Banks & Caren Rossi

Date: 8/9/2016

Contact Information: Caren Rossi

Presented By: Jim Banks & Caren Rossi

Description: Discuss possible electrical changes for Little River Park (additional outlets, panels, lighting, etc.)

Financial Details: TBD

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

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

REQUESTED ACTION OR RECOMMENDATIONS:

MOVE to authorize the Town Administrator to work with Jim Banks on making the proposed changes; or


Table for further discussion

LRP

8/15/16 bus agenda

155

PKG

REMOVE
14-50
RECEPT
on Post




ADD
14-50
RECEPT

PAV
ADD PANEL
① L14-30 RECEPT
④ 5-15
DUPLEX
GFI

Lights in Pav.
on timer

ADD
L14-30
RECEPT.



TOWN of LEE
7 MAST RD, LEE, NH 03861
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Office Use Only

Meeting Date: August 15, 2016

Agenda Item No. 6a

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
8/15/2016

Agenda Item Title: Skid Steer Purchase

Requested By: Roger Rice **8/12/2016**

Contact Information: rrice@leenh.org

Presented By: Roger Rice, Transfer Station Manager

Description: Review the skid steer bid results and present the Select Board with a purchase recommendation.

Financial Details: \$28,500 - \$39,600. Balance in Transfer Station Equipment CRF as of June \$135, 784.20

Legal Authority NH RSA 35; 41:8; WA 11 – 2006; WA 24 - 2010

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to grant the Transfer Station Manager permission to purchase a new skid steer from _____ in the amount not to exceed \$ _____ and to fund said purchase from the Transfer Station Equipment Capital Reserve Fund.

**Skid Steer Loader Bid
Transfer Station
July 28, 2016**

J.R. Rosencrantz & Sons 184 South Rd. Kensington, NH 03833 772-4414 chuck@nhtractor.com Chuck Spinale	Bobcat of NH 9 Dove Rd Chichester, NH 03258 224-1234 skippy@bobcatnh.com Shane Ordway	Beauregard Equip. 231 Sheep Davis Rd. Concord, NH 03301 225-6621 carlb@beauregardequip.com Carl Beauregard	Milton Cat 30 Industrial Dr. Donderry, NH 03053 802-770-8168 jeff_slade@miltoncat.com Jeff Slade	Champlain Valley Equip 453 Exchange St Middlebury, VT 05753 802-388-4967 champlainvalleyequipment.com Allen Bilson
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Make	John Deere	Bobcat	Case	Caterpillar	Bobcat
Model	318G	S570	SR210	232D	S570

Optional Equipment	Heated air suspension seat, in addition to all other options required	A51 Option Package			A51 Option Package
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Back - up Camera	Included	Not listed	Not listed	Included	Not Listed
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Warranty	2 years	1 year	36 mos or 3000 hrs	5 yr/1500 hr premier	1 year
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Base Bid	\$38,250.00	\$35,635.00	\$41,000.00	\$40,900.00	\$44,598.58
Trade-in allowance	\$9,750.00	\$5,000.00	\$10,000.00	\$8,000.00	\$5,000.00
Net Bid	\$28,500.00	\$30,635.00	\$31,000.00	\$32,900.00	\$39,598.58

Delivery Date	60 days from bid award	No later than 9/28/16	60 days ARO		VT Tax 2771.90 Unknown This Bidder did not use the proper Bid Proposal Form
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Northwood Withdrawal From Trucking

Truck liability	
Purchase price (less trade-in)	\$119,425.00
Payments through 12/31/16	<u>\$ 55,155.00</u>
	\$ 82,655.00
24% of use - truck liability	19,859.20
Monthly Operating Expense x 4	<u>6,872.00</u>
	<u>\$ 26,731.20</u>

Trucking rate for remainder increases to \$7.39 mile

Rollinsford Withdrawal From Trucking

Truck liability	
Purchase price (less trade-in)	\$119,425.00
Payments through 12/31/16	<u>\$ 55,155.00</u>
	\$ 82,655.00
15.9% of use – truck liability	13,127.27
Monthly Operating Expense x 4	<u>6,872.00</u>
	<u>\$ 19,999.27</u>

Trucking rate for remainder increases to \$6.73 mile

**Both Northwood and Rollinsford Withdrawal From Trucking and
Cooperative Continues Hauling Service**

Truck liability	
Purchase price (less trade-in)	\$119,425.00
Payments through 12/31/16	<u>\$ 55,155.00</u>
	\$ 82,655.00
39.9% of use – would be paid on truck	33,058.17
Sept – December mileage (20,616 annual)	<u>13,744.00</u>
	<u>\$ 46,802.17</u>

Trucking rate for remainder increases to \$9.58 mile

Cooperative Discontinues Hauling Service

Truck liability	
Purchase price (less trade-in)	\$119,425.00
Payments through 12/31/16	<u>\$ 55,155.00</u>
	\$ 82,655.00
Current Fair Market Value	\$75,000 - \$85,000

Sale of truck less than \$82,655 would result in an assessment to the 5 members of the difference,

Expenses associated with trucking would be eliminated.

LAMPREY – CONTRACT REFERENCES RE: WITHDRAWAL OF A MEMBER

Lamprey Regional Cooperative Amendment and Restatement 8/15/1995

Pg. 7: Municipalities have certain financial responsibilities; closure fees remain annual obligation

Pg. 16: 1.9 Liabilities of those members participating in a facility (which by definition includes functions such as trucking).

Pg. 21: 2.12 Requires a 2/3 vote of Joint Board for withdrawal

Pg. 33: 5.4 Inactive provisions;

Pg. 34: 2/3 vote to establish costs associated with withdrawal – member wishing to withdraw does not vote or count in the quorum. After vote to confirm costs, members' legislative body ratifies for the town.

Pg. 38: 6.1 Member required to fund annual amount of tonnage/miles as committed to annually in December.

Pg. 44: 9.2 (b) costs to include processing/calculating of the withdrawal. (c) agreement clause to continue to pay fair and equitable share of expenses and indebtedness

Pg. 47: Share of assets (reserve funds) only disbursed to past members if cooperative dissolved completely.

Pg. 52: 14.2 Obligations don't cease

Pg. 60: 16.18 Audit expenses and deposits to capital reserve funds not counted in calculations
\$ added to surplus each year cannot exceed 5% of annual budget

Appendix D

Pg. 2: Obligation to pay annual budgeted miles.

Operating Costs for hauling \$49,026 annually (does not include payroll for driver)= \$9,805.20

Possible Withdrawal Assessment Formula:

Hauling Expense Impact – 1 Year \$9,805.20

Truck Liability

Mileage for remainder of year

1 Year assessment is an option for the cooperative as a whole to vote on.

Best scenario is for trucking group to meet – discuss viability of the trucking service/ if current issues can be resolved/if rate is competitive

LAMPREY – CONTRACT REFERENCES RE: WITHDRAWAL OF A MEMBER

Lamprey Regional Cooperative Amendment and Restatement 8/15/1995

Pg. 7: Municipalities have certain financial responsibilities; closure fees remain annual obligation

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Appendix D

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**Both Northwood and Rollinsford Withdrawal From Trucking and
Cooperative Continues Hauling Service**

Truck liability	
Purchase price (less trade-in)	\$119,425.00
Payments through 12/31/16	<u>\$ 55,155.00</u>
	\$ 82,655.00
39.9% of use – would be paid on truck	33,058.17
Sept – December mileage (20,616 annual)	<u>13,744.00</u>
	\$ 46,802.17

Trucking rate for remainder increases to \$9.58 mile

Cooperative Discontinues Hauling Service

Truck liability	
Purchase price (less trade-in)	\$119,425.00
Payments through 12/31/16	<u>\$ 55,155.00</u>
	\$ 82,655.00
Current Fair Market Value	\$75,000 - \$85,000

Sale of truck less than \$82,655 would result in an assessment to the 5 members of
the difference,

Expenses associated with trucking would be eliminated.

Northwood Withdrawal From Trucking

Truck liability	
Purchase price (less trade-in)	\$119,425.00
Payments through 12/31/16	<u>\$ 55,155.00</u>
	\$ 82,655.00
24% of use - truck liability	19,859.20
Monthly Operating Expense x 4	<u>6,872.00</u>
	<u>\$ 26,731.20</u>

Trucking rate for remainder increases to \$7.39 mile

Rollinsford Withdrawal From Trucking

Truck liability	
Purchase price (less trade-in)	\$119,425.00
Payments through 12/31/16	<u>\$ 55,155.00</u>
	\$ 82,655.00
15.9% of use – truck liability	13,127.27
Monthly Operating Expense x 4	<u>6,872.00</u>
	<u>\$ 19,999.27</u>

Trucking rate for remainder increases to \$6.73 mile



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Meeting Date: August 15, 2016

Agenda Item No. 7

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
8/15/2016

Agenda Item Title: 250th Anniversary Souvenirs

Requested By: Scott Bugbee

Date: 8/11/2016

Contact Information: 603-659-5414

Presented By: Scott Bugbee, 250th Celebration Committee Representative

Description: Request permission to purchase commemorative souvenirs in an amount to exceed \$500.00 to be available for sale at the Lee Fair.

Financial Details: 250th Anniversary Committee Account current balance is \$ _____

Legal Authority NH RSA 41:8

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to approve the purchase of commemorative souvenirs in an amount to exceed \$500.00 to be available for sale on September 10, 2016 at the Lee Fair.



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

Office Use Only

Meeting Date: August 15, 2016

Agenda Item No. 8b

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
8/15/2016

Agenda Item Title: Veterans Memorial Fund

Requested By: Julie Glover, Town Administrator

Date: 8/11/2016

Contact Information: 659-5414

Presented By: Julie Glover

Description: Request authority to transfer the balance of \$269.00 from the Veterans Memorial Fund to the General Fund and then to close the Veterans Memorial Fund (recommendation of Vachon Clukay, Town Auditor.) Fund originally established prior to April 2000.

Financial Details: \$269.00

Legal Authority NH RSA 32:10; 41:8

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to transfer the balance of \$269.00 from the Veterans Memorial Fund to the Town's General Fund and then to close said Veterans Memorial Fund.



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

Office Use Only

Meeting Date:

8/15/16

Agenda #8e

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
8/15/2016

Agenda Item Title: Fireworks Saturday, September 10, 2016

Requested By: Lee Fair Committee

Date: 8/9/2016

Contact Information: 603-659-5414

Presented By: Town Administrator Julie Glover

Description: Fireworks contract and funding

Financial Details: \$8,000

Legal Authority NH RSA 41:8;

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

REQUESTED ACTION OR RECOMMENDATIONS:

The Lee Fair Committee requests that the Select Board approve the contract from RS Fireworks for a display at 8pm on September 10, 2016 with a rain date of 8pm on September 11, 2016. The contract price is not to exceed \$8,000 and is to be funded as follows:

\$500 from the Lee Fair Fund trust account

\$2,500 from Recreation #01.455201.000.03

\$5,000 from the 250th Committee

Julie Glover

From: Julie Glover
Sent: Wednesday, August 10, 2016 11:32 AM
To: 'nick@rsfireworks.net'
Cc: Caren Rossi (crossi@leenh.org); Denise Duval
Subject: FW: Firework 2016
Attachments: Town Of Lee.pdf

Mr. Fournier:

This "Bid" still contains many errors, and as it forms an integral part of the Contract between RS and the Town of Lee, they need to be corrected before I can present it to the Board of Selectmen for approval.

Specifically, the cover letter is addressed to Chief Paul Flanagan (this person does not work for the Town of Lee,) and the show date is given as July 3rd.

In addition, Caren Rossi requested a start time of 8:00 p.m. and a rain date of August 11th – neither of this is indicated on the attached document, and there is still a reference to "Winthrop."

Please make these changes and return the corrected document no later than noon tomorrow (Thursday Aug.11th) so we can present it to the Board at their next meeting.

Thank you.

Julie E. Glover
Town Administrator
Town of Lee
7 Mast Road
Lee, NH 03861
603-659-5414

The Right-To-Know Law (RSA 91-A) provides that most e-mail communications, to or from Town employees regarding the business of the Town of Lee, are government records available to the public upon request. Therefore, this e-mail communication may be subject to public disclosure.

From: Caren Rossi
Sent: Wednesday, August 10, 2016 10:34 AM
To: Julie Glover
Subject: FW: Firework 2016

Caren Rossi

Planning/Zoning and Health Administrator
Town of Lee
7 Mast Rd
Lee, NH 03861
(603) 659-6783

RS Fireworks LLC

AGREEMENT FOR FIREWORKS DISPLAY

THIS AGREEMENT made and entered into this 28th day of July 2016, by and between RS Fireworks LLC, whose principal place of business is 4 Old Nashua Road, Londonderry, New Hampshire 03053, sometimes hereinafter referred to as **Provider**; and City-Town of Lee, 7 Mast Road, LEE, NH 03861 sometimes hereinafter referred to as **Client**, **WITNESSETH:**

WHEREAS, RS Fireworks, LLC was the successful bidder for pyrotechnic displays (hereafter "fireworks displays") to be performed and displayed on September 10th, 2016 with a (rain date of TBD, 2016)

WHEREAS, RS Fireworks, LLC is to perform the fireworks displays in a manner consistent with the highest degree of care with respect to the safety of viewers and improvements located in the area where the fireworks will be set off, and

WHEREAS, in exchange for RS Fireworks, LLC performing the fireworks display for 2016 RS Fireworks, LLC shall be entitled to the payment of the successfully bid amount of \$8,000 inclusive of tax, payable as hereafter provided. A 50% deposit will be paid at date of signing in the amount of \$4,000. This deposit is non-refundable and will reserve the product for the given display, or for the rescheduled display in the event of any number of cancellations / postponements due to weather. ~~Client agrees to use RS Fireworks, LLC for any fireworks display in 2016.~~

NOW THEREFORE, the parties hereto agree as follows:

1. Provider's responsibilities with respect to fireworks display: Provider agrees to provide all necessary fireworks, fireworks display materials, and the personnel necessary to perform the fireworks displays in accordance with the bid previously submitted by Provider. The bid submitted by provider to Client is hereby incorporated herein by reference as Exhibit A. Provider shall take all steps reasonably necessary to safeguard the improvements or other property in the area of the displays other than the issues for which Client is responsible. Provider shall provide qualified pyro-technicians who will deliver, set up, execute and take down the fireworks displays. The pyro-technicians shall conduct a thorough search of the grounds after the displays ~~in an effort~~ to locate and dispose of any unexploded fireworks~~[G1]~~. ~~The scope and extent of such search shall be dependent upon the weather conditions, time of the completion of the display, etc.~~ Provider shall comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks, and obtain all necessary permits and shall be responsible for the cost thereof.
2. Client's responsibilities with respect to fireworks displays: Client agrees to (a) provide a sufficient area for the displays, including a minimum spectator set

RS Fireworks LLC

back as determined by Provider, (b) provide protection of the display area to prevent unrestricted access by unauthorized persons by a means it shall determine is adequately designed for that purpose, (c) arrange adequate police or other protection to prevent spectators from entering the display area, administer proper crowd control, parking supervision, etc., and (d) arrange fire protection and emergency medical care for the health and safety of spectators and the public.

3. Compensation to Provider: Client shall pay to Provider the remaining balance amount of **\$4,000**. The sum shall be paid to Provider subsequent to performance of this agreement. ~~on the date of the display.~~ [JG2]Any balance that is not paid at the time it within one week of the event ~~becomes due~~ shall bear interest at 15% per annum.
4. Weather, election to postpone/cancel: The parties understand that weather may prevent the ability to perform the fireworks displays. In the event inclement weather is present on the day the display is scheduled to occur, the event may be canceled by mutual agreement by the parties. The fireworks displays shall not be performed in the event any government body or agency with authority in regard to the fireworks displays shall direct, in writing or otherwise, that the displays should not occur, and there shall be no financial liability for cancellation under this paragraph.
5. Insurance: Provider is required to provide at its expense liability insurance coverage to cover liability associated with the fireworks displays [JG3] in the amount of \$1,000,000 per occurrence and \$2,400,000 aggregate. Those entities/individuals listed on the certificate of insurance shall be deemed The Town of Lee, its officials and employees shall be included in the coverage as an additional insured by way of certificate and endorsement per this contract. Provider shall provide worker's compensation insurance on its employees. Provider shall provide proof that the foregoing insurance requirements have been satisfied prior to performing services.
6. Liability:
 - a. Performance: Provider shall not be liable for any faulty performance of equipment or products that could not reasonably have been foreseen or discovered prior to the commencement of the fireworks displays. Provider shall use its best efforts to ensure that the displays will proceed safely and as planned.
 - b. Harm to third parties or property: Provider shall not be liable for harm to any spectators, third parties, or improvements or property in the vicinity of the fireworks displays unless it or its employees or agents

RS Fireworks LLC

~~were except for negligentee.~~[G4] Provider covenants that it will use its best efforts to avoid any such harm and that it will obtain insurance coverage to cover any such harm pursuant to the foregoing section.

RS Fireworks LLC

- c. Indemnification: Provider agrees to defend, indemnify and hold harmless Client, its officials and employees, including but not limited to reasonable attorney's fees, expenses and costs, harmless for from and against any demands, claims, suits, actions and liabilities for damages, costs, expenses, penalties and fees suffered by ~~to~~ third parties ~~caused arising~~ in whole or in part ~~from by a failure by Client~~ the acts or omissions of Provider, its employees or agents in connection with the performance of services under this agreement. ~~to perform its obligations hereunder.~~
7. No partnership or joint venture: The parties agree that Provider is an independent sub-contractor and that there is no employment relationship, partnership or joint venture between the parties. The manner and means of providing the displays is left to the sole discretion of Provider.

General Provisions

1. Binding Effect on Representatives and Successors: This Agreement shall be binding upon and inure to the benefit of the representatives, heirs, estates, and successors and assigns to the parties hereto.
2. Entire Agreement: This instrument contains the entire agreement between the parties with respect to the transaction contemplated herein. Each party acknowledges that it is not relying upon any representation made by the other party unless such representation is contained in this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
3. Choice of Law and Forum: This Agreement shall be governed by and construed under the laws of the State of New Hampshire. Any suit under the terms of this agreement may only be brought in the ~~Rockingham~~ Strafford County, New Hampshire.
4. Assignment: Without the prior written consent of the other party, neither party shall:
- A. Assign, transfer, pledge or hypothecate this agreement, the property or any part thereof, or any interest therein;
 - B. Sublet or lend the property or any part thereof.
5. Modification: Subsequent amendments, modifications, or releases from any provision of this agreement shall be binding only if in writing and signed by all parties.
6. Time of Essence: Time is of the essence of this agreement.
7. Severability: If any provision of this agreement is held invalid by a court of

RS Fireworks LLC

competent jurisdiction, it shall be considered deleted from this agreement, but such invalidity shall not affect the other provisions that can be given effect without the invalid provisions.

8. Authority: Each party signing this Agreement represents that they are fully authorized by the entity for which they are acting in executing this Agreement.

RS Fireworks LLC

9. Headings: Headings or titles to sections or paragraphs of this agreement are solely for the convenience of the parties and shall have no ~~effect~~affect whatsoever on the interpretation of the provisions of this agreement.

10. References to Gender: Reference herein to the masculine singular shall refer to all parties that the context shall require, whether masculine, feminine, or neuter, and whether one or more. If any party or parties herein shall be corporations, all references herein to the heirs of such corporate party shall be construed to refer to the successors thereof.

IN WITNESS WHEREOF, this Agreement has been executed this ~~28th~~ day of ~~July, 2016~~.

PROVIDER

CLIENT

RS Fireworks, LLC

x _____

By, RS Fireworks Rep.

By, _____

(Signature of person in charge)

Its _____

(Title of person in charge)

DHKH File No. 12580-001

RS Fireworks LLC

Magical Entertainment for Any Event!

4 Old Nashua Rd.
Londonderry, N.H. 03053
603- 791- 4587



Fireworks proposal for Lee September 10th 2016!

“I am apt to believe that it will be celebrated by succeeding generations with illuminations “Fireworks” from one end of the continent to the other...Forevermore”

–, John Adams, July 4, 1776



Date July 30, 2016

Dear Chief Paul Flanagan,

Attached with this email letter is the proposal (bid) for the fireworks display on July 3rd, 2016. Attached you will find: a list of what is included in the show (i.e. insurances, etc.), the shell count and details of the show (place, time, lead shooter details etc.), breakdown of pricing, breakdown of the display in 4 parts, a shell statistic chart comparing our shells to a Chinese typical shell, a letter from CEO Shawn Connors, and referrals.

***As you can see in the addendum at the bottom of this page, Shawn Connors (CEO) combat wounded veteran, whom owns RS Fireworks, can also donate a 21 gun (shell) salute in honor of all those who lost their lives overseas, 9/11, and to your local veterans. The 21 gun salute is in honor of who you honor in your town. It can also be dedicated to the memory of anyone else you would like to acknowledge before, during or after the fireworks display. He, in the past, likes to open the display with this tribute. If you desire something different, just let me know.

RS Fireworks would like to say thank you for the opportunity today for including us to prepare a bid for your consideration.

Remember to please call any of the numbers provided for further information or if your information about the display changes so we can revise our proposal accordingly to best suit the needs of your town. We, as a team here at RS Fireworks, look forward to working with you in 2016.

Sincerely,

Nick Fournier
Director of Operations
Nick@rsfireworks.net
Office 603-791-4587
Cell 603-391-8232

***RS Fireworks is a proud supporter of our troops of the United States Military, all branches. Shawn, CEO of RS Fireworks, being a Veteran himself, wants you to ask us how we can give the veterans in your town or area a proper thank you during your fireworks display!



Dear Town of Lee, Caren Rossi

We would like to submit this fireworks bid for consideration. We have chosen to give a bid price of \$8,000

We are doing this because we believe that you and your spectators will be extremely impressed by our heart, safety, technique and artistry in each show and encourage you to hear it from our current and previous client by calling our references listed at the back of this proposal. We would love to show you what you have been missing by not going with us.

The show includes:

- All appropriate Insurance (Workers Compensation, and General Liability insurance in the amount of \$2,000,000 per occurrence; \$4,000,000 aggregate),
- All licensing, and all applicable City and State permits.
- 100% clean safety record
- Choose between a 1-3 year contract to lock pricing and shell counts in for future shows, if desired.
- Multi year contracts add an additional 10% product to proposal
- Professional and experienced shooters always, making your display the safest and highest quality possible
- \$10,000 show for a total of \$8,000 giving the town a \$2000 discount
- A very intense 20 minute show with the average of only 2-3 seconds in between shells
- Premium product which will be handpicked to insure higher altitude, bigger breaks, and brighter longer burning colors
- 3 Stage Opening
- Midway Barrage
- Flights and Scenes throughout the show many with multiple layers in the sky (Ask our clients/customers about this effect RS Fireworks executes)
- 3 stage finale

Shooting Fireworks is an art and the artists at RS Fireworks have a unique style of shooting, and that is what we like to propose or “bid” out. Please request this type or video/information from us and we will be obliged. We guarantee you a firework spectacular!

The Shell count Totals for your Display:

Date of display:	September 10, 2016
------------------	--------------------



Maximum shell size:	4"
Minimum shell size:	3"
Show valued:	\$10,000
TOTAL PRICE:	\$8,000

*RS Fireworks numerates the exact number of shells that will be used in your show. Some companies will count cakes as shells. Anything 2" or less we count as cakes. Do not be deceived by bids that count cakes as shells. This method of counting augments the final numbers.

<u>Shell Size</u>	<u>Quantity</u>
2.5"	300
3"	480
4"	300
<u>Total Shells</u>	1080

- Shell counts totals, for each individual part of your show, are found in the "breakdown of display" section listed on the following pages.
-
-
- If any other information needs to change (i.e. shoot sight, event date or time, budget etc) please call us immediately and we will also revise the bid according to your new information. We are willing to work with you to make sure you get the display you are looking for, and appreciate your business.
- ****Please remember!! Shell counts are not always an effective way to decide on a company, and can be misleading unless the show is audited. Audit every show to keep your display company loyal.**

Details for Display:

Lead Shooter of Display: TBD

Qualifications: Licensed Pyrotechian in MA, NH, ME, VT, All crew members on the shoot site are highly trained and knowledgeable in the fireworks industry, including HAZMAT driver. Our team is trained on all safety precautions, and is up to date with all electronic firing equipments. Most have been employed with RS Fireworks for 5+ years.

Type of Display: 4 Part Display - electrically fired, with Flights and scenes, and added "Disney-like" effects.



Date of Display: September 10th 2016

Rain Date: To be Determined by Client

Start time of display: TBD by Client

Location of Display: Little River Park, Lee NH

Maximum shell size: 4"

Minimum shell size: 2.5

Length of Display: 20 minutes

Set up: _____ 2pm day of shoot

Breakdown of shoot sight: Allow 2 full hours after display is complete.

PLEASE READ BELOW

Extra precautionary methods to ensure safety of residents and employees:

- Here at RS Fireworks we pride ourselves with our 100% clean safety record. We take this seriously. To better ensure the safety of residents and shooters of your display, we ask to permit at least a 2 hour window after the show for clean up. It is in our best interest and yours to allow us to do a proper thorough clean-up after the entertainment has ceased.
- The Fireworks shoot area will need to be closed to all people for a radius of 420ft for the duration of display, and 100ft during the setup. This will maintain the safety of all spectators including the shooters. This was decided with the approximate start time listed, and shell size provided. If the desired show time, or shell size needs to be changed, please contact us immediately with new details, and the time period of the area being closed to visitors will accommodate the new shoot time.
- Responsibilities relative to set-up are to maintain proper parameters as required by State law (footage listed above). Spectator boundaries will be sectioned off with caution tape (which is always stated on permits).

Complete Breakdown of your 4 part display is as follows:

PART 1

Opening-3 stages



Description of opening: RS Fireworks keeps spectators entertained with no “pauses”. Our opening is 3 stages. It will contain of lots of color, and fast paced shooting for a delightful way of saying “lets start off with a bang”. Stage one consists of salutes to start your show along with the 21 Gun salute if requested, and continues right into stage 2. Usually red, white and Blue depending on your event, a multiple shot “scene”, four bursts of each color shell, then all together. Then a gentle transition into Stage 3, which is a triple crackle, weeping willow, or another form of a multi break shell to fill the sky over and over. These particular shells are a very intense effect when shot up all at once. Full opening is very busy.



PART 2
Body with Flights and scenes



<u>Full length of Body:</u>	20 minutes
<u>Shell sizes used in body:</u>	3” 4”
<u>Shell sizes used in Flights</u>	4”

BODY

Description of Body: During the “body” of our display for you, we at RS Fireworks like to show off our creativity. We strive for the “OOOH and AHHHs” during our performance, and keep the crowd interested and excited by keeping it constant. This part of the show is, mixed with the flights and scenes keep your crowd a hypnotized. Shells are sent up with no more than 3 seconds between each shot, and there are never any pauses. The body of the show is two parts; one before our midway barrage and one after. Both run for approximately 10 minutes each. We take pride in our “No Dead Sky” policy here at RS Fireworks.

These effects are what really set us apart from any other company!

Description of the Flights and scenes: This is the effect that RS Fireworks tries to perfect, and gets better with each show. Special shells are ordered and used during this effect. It consists of multiple layers of fireworks shell, of the same dramatic effect, being



shot up at the same time, usually during the opening and mostly during the “body” portion of your show. The sky becomes engulfed in light. Upon order of the shells, we customize colors and size of breaks to coordinate layering, giving a “Disney show” like experience. Our flights and scenes are shot up all at once with no pauses and beautiful orchestra of light for approximately 30-40 full seconds each flight. Just 40 seconds of a raining willow flight or a glittering crossette feels like 2 minutes. Be sure to ask any of our references about this particular effect we do. See next page for details. These are not shown in any particular order.

Examples and Descriptions of flights and scenes for your display:

1. **Horse tail willow** (Multiple willows shot up over 20-30 seconds looking like horse tails as they droop to the ground.)
2. **Scattering** (These shells open up “blind” in the sky which means they are dark,



shortly after they emerge as colors jet in every direction.)

3. **Crackling willow** (This a long burning cousin to the gold willow, except this version crackles while it burns.)

4. **Glitter crossette** (crossettes are the shell inserts that display their color for a brief time before breaking into smaller parts causing the effect to intensify.)

Descriptions of flights continued:

5. **Kamuro strobe** (strobe stars mixed with long burning comets makes this an unbelievable effect.)

6. **Giant Gold willow** (Our custom made willows are a crowd favorite every year. The slow burn effect fills the sky with large weeping willows for what seems to be an eternity. Amazing.)

SEE SOME PICTURES BELOW!

RS  **Fireworks** LLC
Magical Entertainment for Any Event!





PART 3

Mid-show Barrage

Description of Midway Barrage: During this bombardment of shells and colors, one minute feels like it goes forever. Your spectators will be given an illusion that it is all over. We like to make this part of the show follow the less intense but more dramatic “body” portion of the show. It includes 2 Scenes, followed quickly with the start of the second part of the “body”.

PART 4- FINALE!!



Description of the Finale: Our premium, and exclusive product allows us to use extreme creativity for the Finale! This RS Fireworks Finale is three stages and feels like forever. It opens up with two fancy scenes giving two layers in the sky back to back using lots of crossetts and red Kamuro's, then Shells will start showering at this point - 3 to 4 shells up every second, fast and intense, large and small with color galore. We specialize this portion of the finale to coordinate with your event; whether it be a green portion for St. Patrick's day, or Red White and Blue for Independence Day celebrations; we continue to get more and more creative each year with unique shells, multiple layers and lots of color. Oh yes! To continue, A quick transition follows into chains of white strobe salutes that



add bright light and lets us end with a special “boom” that will surely let the town of Winthrop know it’s over and screaming for more!!

✚ Check out our Shell Statistic chart to get an idea how our Product stands above the rest!



“Snapshot of a Finale”, RS Fireworks, 2011

RS Fireworks LLC
4 Old Nashua Rd.
Londonderry, NH 03053
603-791-4587

Shell Statistic Chart

Size	Lift Time	Height	Break diameter
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RS Fireworks	2.5"	2.8 sec	300 feet	150 feet
	3"	3.0 sec	350 feet	200 feet
	4"	3.4 sec	450 feet	275 feet
	5"	3.8 sec	550 feet	400 feet
	6"	4.2 sec	650 feet	600 feet
	8"	5.0 sec	850 feet	725 feet
	10"	5.5 sec	950 feet	925 feet
Chinese -Typical	2.5"	2.8 sec	250 feet	75 feet
	3"	3.0 sec	300 feet	125 feet
	4"	3.4 sec	400 feet	200 feet
	5"	3.8 sec	500 feet	275 feet
	6"	4.2 sec	600 feet	400 feet
	8"	5.0 sec	800 feet	575 feet
	10"	5.5 sec	900 feet	650 feet

****** The majority of our product is hand selected and custom manufactured, therefore it is proprietary. Quite simply, you cannot find this product elsewhere. There is a major difference with our product versus the Chinese typical product. Chinese typical product is the product most companies use because it is more cost effective. We use custom Italian, Japanese, and Spanish shells. This product costs more for us **ONLY** and it is a decision we made because the product flies higher, burns longer, and breaks bigger. It is also specific to our unique firing style which includes flights and scenes, something you would see at a Disney show!



This statistics chart shows the size of the shell comparing the break diameter and how high each shell flies. To give you an example, as you can see on our chart our 6" shell breaks at a height of 650ft and with a break diameter of 600ft. This is compared to the Chinese typical 6" shell breaking at a height of 600ft, with only a break diameter of 400ft! Our 6" shell is actually compared better to their 8" shell; which there's only has a break diameter of 575ft! Our 8" shell has a break diameter of 725 ft! We stand by our product 100% and here is proof, to give you more of what you are looking for in a display.

Dear Caren Rossi

Anything else I can provide to make this years show a blast, just let me know. If anything needs to change, please call us immediately and we can adjust the proposal/ contract accordingly. If you have any questions or ideas for the display you would like to see implemented, feel free to call me anytime and I will do what I can to make your display memorable and exactly what you are looking for.

*Please take a very important moment to call our references. They are listed on the next pages for your convenience, followed by a few letters from our clients about shows past. To hear it from our clients, present and past, may help you in your



decision making process. They are all fantastic people, all willing to answer your questions and give you an idea how it is to work with RS Fireworks. Be sure to ask certain key points for all references including: cleanliness, paperwork, safety and our mortar rack mounting systems, communication, creativity, thoroughness and punctuality. Take advantage of any video/pictures searched and seen through “You Tube”, our “Facebook” page under “RS Fireworks”, Also, our website at www.rsfireworks.net .

Thank you again for this Opportunity!

Sincerely,

Nick Fournier
Director of Operations
nick@rsfireworks.net
RS Fireworks LLC
4 Old Nashua Rd.
Londonderry, NH 03053
603-791-4587 Office
603-391-8232 Cell



City of Nashua

Public Works Division
9 Riverside Street
Nashua, NH 03062

Parks and Recreation
100 Concord Street
Fax (603) 594-3465

June 22, 2015

To whom it may concern,

I am writing this letter regarding RS Fireworks LLC. RS Fireworks has been working with the City of Nashua on producing our Fourth of July fireworks display for the past 4 seasons. RS has given the city quality shows at affordable prices. They also have provided very timely customer service and have been very responsive to the needs of the City. As you know large firework displays involve many stakeholders. Government Officials, Police, Fire, Risk Management, Emergency Management, Public Works, and State Agencies all have a part of Nashua's celebration. RS has been able to coordinate the needs of each of these groups and produce a show that leaves residents asking for more. I would recommend their services for any large fireworks display.

Thank you for your attention

Nicholas Caggiano
Superintendent
Nashua Parks and Recreation Department
CaggianoN@nashuanh.gov

Administration Business Office (603) 599-3140	Street Department (603) 599-4750	City Engineer (603) 599-3120	Parks-Recreation Department (603) 599-3370	Solid Waste Department (603) 599-3410	Wastewater Treatment Plant (603) 689-3600
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Town of Bingham

13 Main Street
P.O. Box 652
Bingham, ME 04920

Tel: (207) 672-5519
Fax: (207) 672-3099
E-Mail: binghamselectmen@yallco.com

Office of the Selectmen
01/29/2015

Londonderry, NH
Recommendation for RS Fireworks

We are pleased to present this letter of recommendation for RS Fireworks. Their displays (works of art) are incredible, we have had them for the last three years and didn't realize what a great show was until we went out on a limb and went with another fireworks provider, it was the best decision we ever made. We have received many compliments from across the State from people that have heard about our shows and have come to watch them, that in itself speaks volumes about their shows. We have a show planned for this July as well. We are in hopes they will provide their shows for us in the foreseeable future so. We used to have a local fireworks provider but were very disappointed in the results, thankfully we searched elsewhere and found RS Fireworks. If you want a really GREAT display I would highly recommend RS Fireworks, if you want a mediocre show hire someone else. If you contract with RS Fireworks you will not be disappointed.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Stewart', is written over a horizontal line.

Steve Stewart
Selectman
Town of Bingham, Maine



Tuesday, June 23, 2015

To Whom It May Concern:

As part of the Laconia 4th of July Committee, I would like to recommend RS Fireworks to anyone looking for a fantastic show. They have been nothing but helpful and courteous. We have been using this company for 3 years now.

We were using another fireworks company for years. After seeing the RS show at a conference, I asked them to submit a bid. They outbid the other company by more than half and were a far better show.

We were forced to move our show to the land instead of a water show. This was a great disappointment to us, but it turned out to be bonus. Our show is amazing even on land where the shells have to be smaller!

Again, RS Fireworks is a very helpful and professional company and a pleasure to work with.

Sincerely,

A handwritten signature in black ink, appearing to read 'Amy Lovick', is written over a light blue horizontal line.

Amy Lovick
Laconia 4th of July Committee

Parks and Recreation Department
306 Union Avenue Laconia, New Hampshire 03246
603-524-5046 Fax: 1-603-524-4129



**Town of Salem, New Hampshire
RECREATION DEPARTMENT**

Town Hall, 33 Gerontony Drive, Salem, New Hampshire 03079
tel: (603) 890-2140 fax: (603) 898-1723
Chris Dillen, Recreation Director
Laurie Dunton, Secretary

June 24, 2015

RE: RS Fireworks

To Whom It May Concern

This upcoming July 4th will be the fifth time RS Fireworks will have provided the pyrotechnics for our festivities. Four years ago, they provided the lowest bid for the annual celebration. I was questioned by various employees as RS Fireworks was a smaller company than the one we had been using for decades. Having seen one of their displays at a conference, I was confident they were able to provide the show we were seeking. After that first show, I received so many compliments about the show. People actually went out of their way to come into the Recreation Department to tell us that was the best show they have ever seen.

The next year when we went out to bid for the festivities, RS Fireworks was once again the lowest bidder. We signed a three year contract with them to ensure a stable price for the following few years. I was uncertain how the middle years of the contract would go seeing as they were pretty much guaranteed repeat business. Each year, they provided a show equal to or better than the previous year.

We are once again using RS Fireworks this upcoming July 4th and would encourage any department seeking a great show at an unbelievable price to consider using them.

Should you have any questions or would like to talk to me, feel free to contact me at the number listed above or by e-mail: cdillen@co.salem.nh.us

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Dillen', written over a horizontal line.

Christopher A. Dillen
Salem Recreation Director



TOWN OF WINDHAM, NEW HAMPSHIRE

CHERYL S. HAAS, RECREATION COORDINATOR

200 New Street Dept. Windham NH 03097

June 22, 2015

To Whom It May Concern:

It is with great pleasure and enthusiasm that I commend RS Fireworks. They have displayed the Town of Windham's fireworks for the past several years for our Town Day celebration.

They are great to work with. They do a great job with communication and getting all the necessary paperwork together (contracts, permits etc.). They really go above and beyond, and defend what they believe. The days leading up to the show they check in, watch the weather, and make sure all the necessary paperwork is in place. On the night of the show, they have always been punctual, safety conscious, and making sure everything is how it is supposed to be.

The show itself is spectacular! The residents and visitors comment each year on how fabulous the show itself was.

If you have any questions, or would like further information regarding RS Fireworks, please do not hesitate to contact me.

Sincerely,

Handwritten signature of Cheryl Haas

Cheryl Haas
Recreation Coordinator
Town of Windham



References

Chris Dillon Recreation Department Salem, NH Salem, NH July 4 th celebration	603-890-2140
Tim Geromini Silver Knights Baseball Nashua, NH Multiple shows throughout summer	603-718-8883
Bruce Gulliver Scarborough, ME Scarborough Winter and Summer festival	(207) 730-4151
Andy Bohannon Northern New England Parks and Recreation Conference Donated display	(603) 357-9829
Len Laythrip Hudson Historical Society Hudson, N.H. Hudson NH Old Homes Day	603-880-1516
Joe Lombardo New England Dragway Epping, NH Events at the Dragway	603-679-8001
Caroline Ochtera Sunday River Ski Resort Newry, ME	207-824-3000



References

Continued:

Chris Garner Sunday River Ski Resort Newry, ME Multiple shows throughout the winter season	207-824-5114
Mr. Tom Pucci Grandview Hotel Weirs Beach, N.H. Multiple shows throughout the summer months	603-336-4973
Christine Collins Wolfboro Parks and Recreation Wolfboro, N.H. Colleague	603-569-5639
Suzanne Woodward Keene Pumpkin Festival Keene, NH Keen Pumkin Festival	603-358-5344
Lynne Blaisdell Office Manager Sandown NH Sandown July 4 th event	603-887-3646
Rue Zorvino Vineyards Function Facility and Winery Sandown, NH Exclusive; Weddings throughout the year	603-887-8463



Here are a few articles and letters we have received about our shows.

Salem NH

October, 2011

By Chris Dillon

Guys and Kristen,

“This past year we went with RS Fireworks and we received more positive comments about the fireworks than I had since I began here. I had a guy come into the department and said I have lived in this community for 45 years and that was by far the best display we have ever had.”

Sandown, NH

November, 2011

By “Rue” from “Zorvino Vineyards”

Hey guys, Some responses that we got on your fireworks display. I think it went off with a BANG. :) Rue

“... We also had the fireworks display. Watching the beautiful fireworks over the vineyard was like a dream. I even had guests say that it was one of the most beautiful fireworks displays they have ever seen! I can't say enough positive things about Zorvino and I would recommend this beautiful venue to anyone! Happy wedding planning!”

Nashua, NH

October, 2011

By Timothy Geromini; Nashua Silver Knights baseball league

Hope you are all staying busy and doing lots of shows this winter. Thanks again for a great season. With the additional teams coming in and the city's response from our first season, we are very excited for the future. We will be getting our schedule for the 2012 season sometime this fall. When we do, I'd like to sit down and discuss having you comeback for another season with us. Thanks again for the great job you all did, the fans loved the fireworks! Talk to you soon.



Hudson – Litchfield News August 17, 2007

By Doug Robinson

As seen through the eyes of a child.

It was time for the fireworks, they were the biggest, and the best fireworks I have ever seen. Then again, Old Home Days was super sized. Mom told me that the company that put on the fireworks show was by a man who lived in Hudson, RS Fireworks, and wasn't it "nice to have a Hudson resident help us out the way" as we walked back to the car. The sky was still full of light. Kids were still laughing, kids were still in strollers, kids were still being carried on dad's shoulders, and kids were still walking hand-in-hand with grown-ups and their busy day ended. Everyone was still smiling, because, like me, they too had super-fun at the super sized Hudson Old Home Days.

Weirs Action Committee: July 5, 2006

Gentleman, **YOU DID A FANTASTIC JOB!** I have lived across the street for 5 years and I have NEVER heard the boats blow their horns or heard such thunderous applause as I did last night! NEVER! GOOD FOR YOU! Again, the Weirs residents were raving at the show! Thanks for making it such a special show for us! FINALLY done right!

Sincerely,

Judith Krahulec

Weirs Action Committee

Dan & Noelle Spinosa: July 2, 2011

Thank You so much for making our wedding dreams come true! You guys were fantastic.

Love,

Dan & Noel



**Grand View Motel & Cottages:
September 10, 2006**

I am writing to thank you for the terrific fireworks displays over Weirs Beach this summer. It's difficult to put into words the level of enthusiasm displayed by our guests each Friday night, as they "OOOOH and AAAAH" during your displays. Many of our guests stood and actually cheered and applauded after each of the shows! We have many repeat guests, when making their reservations, would ask us to confirm the fireworks were on Friday night! As far as my personal observations, your selection of "shells" is what sets RS Fireworks apart from other companies we have seen over the years. Your fireworks are clearly more colorful and highlight a much larger area in the sky. The variety of fireworks you coordinate is exceptional. It's similar to the difference when watching color-TV and Hi-Definition-TV. In short, your shows are louder, brighter and much more colorful than others seen in the recent past. As a result, these shows have infused a new excitement about the fireworks over the Weirs. I wish you continued success and look forward to the 2007 fireworks season.

Thank You,
Tom & Lynda Pucci
Owners / Managers
Grand View Motel & Cottages

****To hear it from our customers lets us know we are making dreams come true, and creating memories that last a lifetime.

Take advantage of any video can be searched and seen through "You Tube", our "Facebook" page under "RS Fireworks", and our website at www.rsfireworks.net. Anything else we can provide to make your show this year, and years to come, a blast just let us know.

Thank you again for this opportunity!!

Denise Duval

From: bhummm@aol.com
Sent: Wednesday, August 03, 2016 11:44 AM
To: Scott Bugbee; John Lacourse; Cary Brown
Cc: Julie Glover; Denise Duval
Subject: proposed leash ordinance

Gentlemen,

The Conservation Commission has discussed the question of whether or not the Town should adopt a leash ordinance, especially with regard to Town-owned conservation lands. We believe that such an ordinance is unnecessary. State law (RSA 466:31) provides the Town with the authority to discipline a dog, and its owner, if it is a nuisance and not under the control of its owner. We believe that a leash is by no means necessary for a dog owner to control his/her dog, and that this is true for Town-owned conservation lands as well as elsewhere in the Town.

Thank you for your consideration.

Bill Humm, Chair

Cemetery Trustees

Emergency Meeting

7/12/2016

The Cemetery Trustees met on 7/12/2016 at 7:30 a.m. to discuss the email sent to them from Town Administrator, Julie E. Glover.

Leash Law

Julie Glover

7/6/2016 12:09 PM

To Marianne Banks

(meblee@comcast.net) Copy Denise

Duval

Marianne:

At its meeting last night, the Select Board reviewed a draft "Leash Law" that I had been asked to prepare (copy attached). During the

discussion, I mentioned that I did not see anything in Lee's Cemetery Rule and Regulations regarding dogs but that the Cemetery Trustees should be asked their opinion, which is why I am reaching out to you.

Please let me know if are interested in restricting dogs completely in Town-owned cemeteries (which some towns do, except for service dogs); if you want the "leash law" to require dogs to be on leash while in Town-owned cemeteries; or something else.

The Select Board will be discussing this again at its Aug.15th meeting. Please feel free to contact me if you have any questions.

Julie E. Glover
Town Administrator
Town of Lee
7 Mast Road
Lee, NH 03861

603-659-5414

The Right-To-Know Law (RSA 91-A) provides that most e-mail communications, to or from Town employees regarding the business of the Town of Lee, are government records available to the public upon request. Therefore, this e-mail communication may be subject to public disclosure.

Following discussion, it was decided that dogs are presently permitted in the Town of Lee Cemeteries.

The Cemetery Trustees have decided to allow dogs on leashes to be walked in the Town of Lee Cemeteries and having the owners clean up after their dogs.

Respectfully,

Cemetery Trustees, Marianne Banks.,
Jacqueline Neill, and Jan Neill

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

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

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

Remarks:

Date: _____

(Selectman/Assessor Signature)

(Selectman/Assessor Signature)

(Selectman/Assessor Signature)

(Selectman/Assessor Signature)



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

RAFFLE & TAG SALE PERMIT

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

Organization Name: LEE VFW Post 10676

Federal Tax ID number for Organization: 02-0475532
 Charitable nonprofits that have been in existence for at least 2 years are permitted to conduct fundraising raffles in New Hampshire; this includes any person or entity that is determined by the Internal Revenue Service to be a tax exempt organization pursuant to section 501(c)(3) of the Internal Revenue Code; however, "Charitable organization" is not limited to those organizations to which contributions are tax deductible under section 170 of the Internal Revenue Code.

Check (✓) Nature of Organization:

Religious Educational Charitable Civic Sports Veterans Fraternal or Political

Other (Describe) _____

Contact Person: DALE HARDY Day Time Telephone: (603) 531-6495 (c)
 Address: 2 DECATO DR. Email: dvh1938@comcast.net

Type of Permit: Raffle Tag Sale

Date of Event: Sept 10, 2016 Specific Time: All Day - Drawing 6pm

Location of Event: Lee Country Fair - Little River Park

Please be advised the Town will verify that your organization is in compliance with the regulations of N.H. Charitable Trusts Unit of the Attorney General's Office prior to the acceptance of your application. The Town Administrator may contact you to obtain additional information. You must provide a way for us to contact you during the day so that your request can expedited. Information on these requirements may be found at: <http://www.doj.nh.gov/charitable-trusts/faq.htm>

For Raffle Permits Only:

Prize (s) To Be Awarded: SEE ATTACHED LIST

Cost of Ticket: 6 for \$5 or \$1 ea. Date of Drawing: Sept 10, 2016

Place of Drawing: Lee Country Fair - Little River Park

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT. I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE Select Board PER the provisions of RSA 287-A, RSA 31:91 and/or RSA 286 and I agree to abide by the same.

SIGNATURE OF APPLICANT: Dale Hardy DATE: 8/9/16

Select Board Approval _____ Date: _____
 (Chairman's Signature)

V.F.W. POST 10676, LEE, NH

BENEFIT RAFFLE

SATURDAY, SEPT. 12, 2015 – LEE TOWN PARK

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

DONATION \$1 EACH OR 6/\$5



Property & Liability Program
Contribution Assurance Program (CAP) Agreement
THIS AGREEMENT AMENDS AND EXTENDS YOUR MEMBERSHIP AGREEMENT
PLEASE READ CAREFULLY

Primex³ is offering members in our **Property & Liability Program** an opportunity to stabilize their annual contributions through participation in our Contribution Assurance Program (**CAP**). **CAP** is offered to members who qualify, providing them predictability by limiting the annual contribution increase during a defined period of years (**CAP Period**). By signing this Agreement, you agree to extend your Membership Agreement for **two (2) years** and Primex³ agrees to guarantee that your annual contribution increase will not exceed nine percent (9%) of the prior year's contribution. Because performance matters with Primex³, you may realize an annual increase that is less than the **CAP** through sound risk management and stable underwriting exposures. The annual member contribution will be based upon your exposure base, members' loss experience, and the rates established each year by the Primex³ Board of Trustees.

We are offering this opportunity so that our members can extend their commitment to pooling through the Primex³ programs. Participation in **CAP** for each year of the **CAP Period** is conditioned upon a two-year commitment to participation in the Primex³ Property & Liability Program.

The following **CAP Period** years qualify for the Contribution Assurance Program (**CAP**):

FY 2018 July 1, 2017 to June 30, 2018
(maximum 9% increase over July 1, 2016 to June 30, 2017 contribution)

FY 2019 July 1, 2018 to June 30, 2019
(maximum 9% increase over July 1, 2017 to June 30, 2018 contribution)

By signing this Agreement, the **Town of Lee** agrees to extend its risk pool membership and participation in the Primex³ **Property & Liability Program** for two coverage period years, through **June 30, 2019**. The **Town of Lee** agrees and understands it remains bound by and subject to the terms and conditions of the Membership Agreement, Public Entity Coverage Documents and Trust Agreement, and all Trust by-laws, policies and procedures.

The **Town of Lee** agrees that the nine percent (9%) maximum increase currently available for this **CAP Period** does not apply to any other year or period of years, and upon expiration of the **CAP Period** in this Agreement, any subsequent participation in a Primex³ **CAP** will be subject to underwriting review, membership criteria, **CAP** criteria, determination of contribution and the maximum increase in place for the subsequent **CAP Period**.

The **Town of Lee** further acknowledges that by extending its Membership Agreement for two (2) coverage period years, the Public Entity Coverage Documents, General Conditions Section (L) ("Terminating Participation in Our Program(s)") is suspended during year one (1) of the two (2) year term, as there is no right to cancel or terminate during year one (1) but shall be reinstated for the end of year two (2).

The **Town of Lee** agrees that failure to provide notice in strict accordance with the Public Entity Coverage Documents, General Conditions Section (L) shall result in automatic renewal of risk management pool membership and continuation in the Primex³ Property & Liability Program, but not continuation of **CAP** which must be separately offered and accepted.

Primex³ acknowledges that the Member is a NH public entity which receives budgetary authorization for appropriations from an annual meeting of its legislative body and pertains to a fiscal year which commences on the following January 1 or July 1, of any given year. The Member also acknowledges that it is legally required to carry insurance coverage. As such, if the legislative body, at such annual meeting for any years that are within the anticipated term of the contract, fails to approve such appropriation, and there are no other lawful means of funding the coverage, this contract may be terminated by the Member by notice to Primex³ made within 30 days of the legislative action at which such funding initiative was defeated and such cancellation shall be effective as of the commencement on the following fiscal year or on the anniversary of the policy, whichever first occurs.

The Member, however, agrees that it shall seek the requisite appropriations in good faith and that the availability of lower cost or otherwise preferable coverage alternatives during the term of this Agreement shall not constitute a good faith and permissible basis on which to fail to pursue the appropriations or assert that appropriations are unavailable. In the event of an early termination, the Member agrees to return the difference between the **CAP** increase and the uncapped contribution.

By affixing my signature below, I am attesting, representing and warranting that I am a duly authorized representative of the governing body of the **Town of Lee** with legal authority to contractually bind the **Town of Lee** to the terms of this Agreement, and that I understand the commitment being made to membership in the Primex³ risk management pool and participation in the Property & Liability Program.

Authorized Representative
of the Governing Body

Title

Date

Print Name

RESOLUTION TO ENTER PRIMEX³
Property & Liability Contribution Assurance Program (CAP)

RESOLVED: To hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex³) to enter into its **Property & Liability Contribution Assurance Program (CAP)** as of the date of the adoption of this resolution, and to be contractually bound to all of the terms and conditions of Primex³ risk management pool membership during the term of the **Property & Liability Contribution Assurance Program (CAP)**. The coverage provided by Primex³ in each year of membership shall be as then set forth in the Coverage Documents of Primex³.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of the **Town of Lee** adopted on _____.

Board: _____

Title of Board

Signature: _____

Name: _____

Title: _____ duly authorized

Date: _____

**Workers' Compensation Program
Contribution Assurance Program (CAP) Agreement
THIS AGREEMENT AMENDS AND EXTENDS YOUR MEMBERSHIP AGREEMENT
PLEASE READ CAREFULLY**

Primex³ is offering members in our **Workers' Compensation Program** an opportunity to stabilize their annual contributions through participation in our Contribution Assurance Program (**CAP**). **CAP** is offered to members who qualify, providing them predictability by limiting the annual contribution increase during a defined period of years (**CAP Period**). By signing this Agreement, you agree to extend your Membership Agreement for **three (3) years** and Primex³ agrees to guarantee that your annual contribution increase will not exceed ten percent (10%) of the prior year's contribution. Because performance matters with Primex³, you may realize an annual increase that is less than the **CAP** through sound risk management and stable underwriting exposures. The annual member contribution will be based upon your exposure base, members' loss experience, and the rates established each year by the Primex³ Board of Trustees.

We are offering this opportunity so that our members can extend their commitment to pooling through the Primex³ programs. Participation in **CAP** for each year of the **CAP Period** is conditioned upon a three-year commitment to participation in the Primex³ Workers' Compensation Program.

The following **CAP Period** years qualify for the Contribution Assurance Program (**CAP**):

CY 2017 January 1, 2017 to December 31, 2017

(maximum 10% increase over January 1, 2016 to December 31, 2016 contribution)

CY 2018 January 1, 2018 to December 31, 2018

(maximum 10% increase over January 1, 2017 to December 31, 2017 contribution)

CY 2019 January 1, 2019 to December 31, 2019

(maximum 10% increase over January 1, 2018 to December 31, 2018 contribution)

By signing this Agreement, the Town of Lee agrees to extend its risk pool membership and participation in the Primex³ **Workers' Compensation Program** for three coverage period years, through **December 31, 2019**. The Town of Lee agrees and understands it remains bound by and subject to the terms and conditions of the Membership Agreement, Public Entity Coverage Documents and Trust Agreement, and all Trust by-laws, policies and procedures.

The Town of Lee agrees that the ten percent (10%) maximum increase currently available for this **CAP Period** does not apply to any other year or period of years, and upon expiration of the **CAP Period** in this Agreement, any subsequent participation in a Primex³ **CAP** will be subject to underwriting review, membership criteria, **CAP** criteria, determination of contribution and the maximum increase in place for the subsequent **CAP Period**.

The **Town of Lee** further acknowledges that by extending its Membership Agreement for three (3) coverage period years, the Public Entity Coverage Documents, General Conditions Section (L) ("Terminating Participation in Our Program(s)") is suspended during year one (1) and year two (2) of the three (3) year

term, as there is no right to cancel or terminate during year one (1) and year (2) but shall be reinstated for the end of year three (3).

The Town of Lee agrees that failure to provide notice in strict accordance with the Public Entity Coverage Documents, General Conditions Section (L) shall result in automatic renewal of risk management pool membership and continuation in the Primex³ Workers' Compensation Program, but not continuation of CAP which must be separately offered and accepted.

Primex³ acknowledges that the Member is a NH public entity which receives budgetary authorization for appropriations from an annual meeting of its legislative body and pertains to a fiscal year which commences on the following January 1 or July 1, of any given year. The Member also acknowledges that it is legally required to carry insurance coverage. As such, if the legislative body, at such annual meeting for any years that are within the anticipated term of the contract, fails to approve such appropriation, and there are no other lawful means of funding the coverage, this contract may be terminated by the Member by notice to Primex³ made within 30 days of the legislative action at which such funding initiative was defeated and such cancellation shall be effective as of the commencement on the following fiscal year or on the anniversary of the policy, whichever first occurs.

The Member, however, agrees that it shall seek the requisite appropriations in good faith and that the availability of lower cost or otherwise preferable coverage alternatives during the term of this Agreement shall not constitute a good faith and permissible basis on which to fail to pursue the appropriations or assert that appropriations are unavailable. In the event of an early termination, the Member agrees to return the difference between the CAP increase and the uncapped contribution.

By affixing my signature below, I am attesting, representing and warranting that I am a duly authorized representative of the governing body of the Town of Lee with legal authority to contractually bind the Town of Lee to the terms of this Agreement, and that I understand the commitment being made to membership in the Primex³ risk management pool and participation in the Workers' Compensation Program.

Authorized Representative
of the Governing Body

Title

Date

Print Name

RESOLUTION TO ENTER PRIMEX³
Workers' Compensation Contribution Assurance Program (CAP)

RESOLVED: To hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex³) to enter into its **Workers' Compensation Contribution Assurance Program (CAP)** as of the date of the adoption of this resolution, and to be contractually bound to all of the terms and conditions of Primex³ risk management pool membership during the term of the **Workers' Compensation Contribution Assurance Program (CAP)**. The coverage provided by Primex³ in each year of membership shall be as then set forth in the Coverage Documents of Primex³.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of the Town of Lee adopted on _____.

Board: _____

Title of Board

Signature: _____

Name: _____

Title: _____ duly authorized

Date: _____

Certificate of Authenticity

We do hereby certify that this is a true copy of the official Town of Lee, NH Semiquincentennial (250th) Anniversary bell that was rung at each 250th event during the 2016 year of events.

*Given under our hand and seal on
15th day of August, Two thousand and sixteen.*



Scott Bugbee
Select Board Chair

John LaCourse
Selectman

Cary Brown
Selectman

**ORIGINAL WARRANT
YIELD TAX LEVY
August 10, 2016
THE STATE OF NEW HAMPSHIRE**

Strafford

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

In the name of said State you are hereby directed to collect on or before thirty (30) days from date of bill from the person(s) named herewith committed to you, the Yield Tax set against their name(s), amounting in all to the sum of : **\$2,479.18**, with interest at eighteen (18%) percent per annum from the due date and on all sums not paid on or before that day. We further order you to pay all monies collected to the treasurer of said town, or treasurer's designee as provided in RSA 41:29, VI, at least on a weekly basis, or daily when receipts exceed \$1,500.00 or more often when directed by the Commissioner of Revenue Administration.

Given under our hands and seal at Lee, NH

(Selectmen/assessor)

(Selectmen/assessor)

(Selectmen/assessor)

(Selectmen/assessor)

(Selectmen/assessor)

DATE SIGNED: August 10, 2016

NAME & ADDRESS	MAP & LOT	OPERATION #	YIELD TAX DUE
Edward & Mary Kelley 96 Snell Rd. Lee, NH 03861	1-1-0 & 1-1; 5-8-0&8-2	15-255-13	\$2,479.18

TAX DUE DATE: September 9, 2016 TOTAL YIELDTAX: \$2,479.18

TIMBER CUT FOR INTENTS FILED DURING: April 1, 2016 to March 31, 2017

CERTIFICATION OF YIELD TAXES ASSESSED
INTENT FILED DURING TAX YEAR: April 1, 2016 to March 31, 2017

TOWN / CITY OF: Lee, NH
COUNTY OF: Strafford
CERTIFICATION DATE: August 10, 2016

 (Selectmen/assessor)

 (Selectmen/assessor)

 (Selectmen/assessor)

 (Selectmen/assessor)

 (Selectmen/assessor)

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

# 1	# 4	# 5	# 6	# 6	# 7	# 8	# 9	# 10	
NAME OF OWNER	SPECIES	NUMBER OF BOARD FEET IN THOUSANDS	NUMBER OF TONS	NUMBER OF CORDS	STUMPAGE VALUE	TOTAL ASSESSED VAL.	TAX AT 10 %		
Edward & Mary Kelley 0 96 Snell Rd. Lee, NH 03861	WHITE PINE	114.510			\$135.00	\$15,458.85	\$1,545.89		
	HEMLOCK	5.085			\$42.50	\$216.11	\$21.61		
	RED PINE	75.603			\$45.00	\$3,402.14	\$340.21	TOTAL TAX	
ACCOUNT OR SERIAL #: 1	SPRUCE & FIR	0.000			\$95.00	\$0.00	\$0.00	DUE ON THIS	
	HARD MAPLE	0.000			\$230.00	\$0.00	\$0.00	OPERATION	
# 2 BY WHICH LOT WAS DESIGNATED IN NOTICE OF INTENT MAP & LOT NUMBER 1-1-0 &1-1; 5-8-0&8-2	WHITE BIRCH	0.000			\$65.00	\$0.00	\$0.00	(TOTAL OF	
	YELLOW BIRCH	0.065			\$167.50	\$10.89	\$1.09	COL. # 9)	
	OAK	1.940			\$305.00	\$591.70	\$59.17		
	ASH	0.315			\$125.00	\$39.38	\$3.94		
	BEECH & S. MAPLE	0.145			\$70.00	\$10.15	\$1.02		
	PALLET / TIE LOGS	26.450			\$40.00	\$1,058.00	\$105.80		
	OTHERS :	0.000			\$0.00	\$0.00	\$0.00		
	OTHERS :	0.000			\$0.00	\$0.00	\$0.00		
					TONS	CORDS			\$2,479.18
		SPRUCE & FIR		0.00	0.00	\$ 1.50	\$ 3.35	\$0.00	\$0.00
# 3 OPERATION NUMBER 15-255-13	HARDWOOD & ASPEN		177.82	0.00	\$ 3.75	\$ 9.75	\$666.83	\$66.68	
	PINE		0.00	0.00	\$ 1.50	\$ 3.00	\$0.00	\$0.00	
	HEMLOCK		32.64	0.00	\$ 2.75	\$ 6.60	\$89.76	\$8.98	
	WHOLE TREE CHIPS		1,773.07	0.00	\$ 1.50	\$ -	\$2,659.61	\$265.96	
	HIGH GRADE SPRUCE		0.00	0.00	\$ 25.00	\$ -	\$0.00	\$0.00	
	CORDWOOD		0.00	47.06	\$ -	\$ 12.50	\$588.25	\$58.83	
							\$24,791.67	\$2,479.18	

TOWN: Lee, NH
 COUNTY: Strafford
 OWNER: Edward & Mary Kelley
 OWNER:
 ADDRESS: 96 Snell Rd.
 ADDRESS: Lee, NH 03861

INTENT FILED DURING TAX YEAR: April 1, 2016 to March 31, 2017

ACCOUNT & SERIAL #: 1
 MAP & LOT #: 1-1-0 & 1-1; 5-8-0&8-2
 OPERATION #: 15-255-13
 DATE OF BILLING: August 10, 2016

SPECIES	LOW MBF	HIGH MBF			RANGE DIFFERENCE	RATING %	STUMPAGE VALUE *	# BOARD FEET IN THOUSANDS			
WHITE PINE	\$110.00	\$160.00			\$50.00	0.50	\$ 135.00	114.510			
HEMLOCK	\$35.00	\$50.00			\$15.00	0.50	\$ 42.50	5.085			
RED PINE	\$40.00	\$50.00			\$10.00	0.50	\$ 45.00	75.603			
SPRUCE & FIR	\$75.00	\$115.00			\$40.00	0.50	\$ 95.00	0.000			
HARD MAPLE	\$160.00	\$300.00			\$140.00	0.50	\$ 230.00	0.000			
WHITE BIRCH	\$50.00	\$80.00			\$30.00	0.50	\$ 65.00	0.000			
YELLOW BIRCH	\$110.00	\$225.00			\$115.00	0.50	\$ 167.50	0.065			
OAK	\$250.00	\$360.00			\$110.00	0.50	\$ 305.00	1.940			
ASH	\$100.00	\$150.00			\$50.00	0.50	\$ 125.00	0.315			
BEECH/SOFT MAPLE	\$40.00	\$100.00			\$60.00	0.50	\$ 70.00	0.145			
PALLET/TIE LOGS	\$30.00	\$50.00			\$20.00	0.50	\$ 40.00	26.450			
Hickory	\$0.00				\$0.00	0.00	\$ -	0.000			
OTHERS:	\$0.00	\$0.00			\$0.00	0.00	\$ -	0.000			
TONS & CORDS	TONS LOW	TONS HIGH	CORDS LOW	CORDS HIGH	TONS	CORDS	RATING %	STUMPAGE VALUE TONS *	STUMPAGE VALUE CORDS *	#TONS	#CORDS
SPRUCE & FIR	\$1.00	\$2.00	\$2.20	\$4.50	\$1.00	\$2.30	0.50	\$ 1.50	\$ 3.35	0.000	0.000
HARDWOOD & ASPEN	\$2.50	\$5.00	\$6.50	\$13.00	\$2.50	\$6.50	0.50	\$ 3.75	\$ 9.75	177.820	0.000
PINE	\$1.00	\$2.00	\$2.00	\$4.00	\$1.00	\$2.00	0.50	\$ 1.50	\$ 3.00	0.000	0.000
HEMLOCK	\$2.00	\$3.50	\$4.80	\$8.40	\$1.50	\$3.60	0.50	\$ 2.75	\$ 6.60	32.640	0.000
WHOLE TREE CHIPS	\$1.00	\$2.00	\$0.00	\$0.00	\$1.00	\$0.00	0.50	\$ 1.50	\$ -	1773.070	0.000
HIGH GRADE SPRUCE	\$20.00	\$30.00	\$0.00	\$0.00	\$10.00	\$0.00	0.50	\$ 25.00	\$ -	0.000	0.000
CORD WOOD/FUELWOOD	\$0.00	\$0.00	\$10.00	\$15.00	\$0.00	\$5.00	0.50	\$ -	\$ 12.50	0.000	47.060

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

Average Stumpage Value List

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

April 1, 2016 to September 30, 2016

Available at www.nh.gov/revenue

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

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

SAW LOGS	MBF LOW	MBF HIGH
White Pine	\$110.00	\$160.00
Hemlock	\$35.00	\$50.00
Red Pine	\$40.00	\$50.00
Spruce & Fir	\$75.00	\$115.00
Hard Maple	\$160.00	\$300.00
White Birch	\$50.00	\$80.00
Yellow Birch	\$110.00	\$225.00
Oak	\$250.00	\$360.00
Ash	\$100.00	\$150.00
Beech & Soft Maple	\$40.00	\$100.00
Pallet & Tie Logs	\$30.00	\$50.00

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

PULPWOOD	TONS	CORDS
	LOW-HIGH	LOW-HIGH
Spruce & Fir	\$1.00-\$2.00	\$2.20-\$4.50
Hardwood & Aspen	\$2.50-\$5.00	\$6.50-\$13.00
Pine	\$1.00-\$2.00	\$2.00-\$4.00
Hemlock	\$2.00-\$3.50	\$4.80-\$8.40
Fuel Chips	\$1.00-\$2.00	
MISCELLANEOUS	TONS	CORDS
	LOW-HIGH	LOW-HIGH
High Grade Spruce	\$20.00-\$30.00	
Cordwood		\$10.00-\$15.00

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

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

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

Prepared by:



Rick Evans, NH LF #34

Department of Revenue Administration

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

Values may change during this period.

April 1, 2016

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
REPORT OF WOOD OR TIMBER CUT
RSA 79:11

KELLEY
EXTENDED

See instructions on back of form

OPERATION # 15-255-13- T

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

Mailing Address:

NEFCO INC
PETER FARRELL
PO BOX 111
ALTON NH 03809-

- 1. City/Town of: LEE
- 2. Tax Map/Lot # or USFS sale name/unit #: M1 L01M5L08, M5 L08-2 & M1 L01-100
- 3. Exact Acreage of Cut: 60
- 4. Is the cutting complete? Yes No
- 5. If yes, date cutting was completed? 6/30/16
- 6. Name of sawmill or pulpmill logs or pulpwood was sold to:

NAME LIMINGTON LBR, HOWLOCK LBR,
 NAME NAMEL LBR, FERNALDO LBR
 NAME PSNH, PINE TREE
 NAME SAPP, GREEN CROW

7. I hereby report the wood or timber cut under penalty of perjury.
(If a corporation, an officer must sign)


SIGNATURE (IN INK) OF OWNER(S) OR CORPORATE OFFICER 8/4/16
DATE


SIGNATURE (IN INK) OF OWNER(S) OR CORPORATE OFFICER 8-4-16
DATE

EDWARD KELLEY TRUSTEE
CORPORATE OFFICER NAME AND TITLE DATE

E + M KELLEY FAMILY REV TRUST
PRINT OWNER(S) NAME

96 SNELL ROAD
MAILING ADDRESS

LEE NH 03824
CITY / TOWN STATE ZIP CODE

TELE NO 603 868 2145

8. Description of Wood or Timber Cut

SPECIES	EXACT SCALE CUT		
	USE INTERNATIONAL 1/4	RULE LOG SCALE	
White Pine	114.510	MBF	
Hemlock	5.085	MBF	
Red Pine	75.603	MBF	
Spruce & Fir		MBF	
Hard Maple		MBF	
White Birch		MBF	
Yellow Birch	1.065	MBF	
Oak	1.940	MBF	
Ash	1.315	MBF	
Beech & Soft Maple	1.145	MBF	
Pallet or Tie Logs	26.450	MBF	
Others (Specify)		MBF	
PULPWOOD	TONS	OR	CORDS
Spruce & Fir			
Hardwood & Aspen	177.82		
Pine			
Hemlock	32.64		
Whole Tree Chips	1773.07		

MISCELLANEOUS:

High Grade Spruce/Fir Tons
Cordwood & Fuelwood 47.06 Cords

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

Species: Amount

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


SIGNATURE (IN INK) OF LOGGER/FORESTER RESPONSIBLE FOR CUTTING

DATE 8/3/16

PENALTY: Any person who fails to file a Report of Wood or Timber Cut with the proper assessing officials or fails to send copies to the Department of Revenue administration in accordance with RSA 79:11, shall be guilty of a misdemeanor.

DOOMAGE: If an owner neglects to file a report or willfully falsifies a report, the assessing officials shall assess dooamage which is two times what the tax would have been if the report has been properly filed. Refer to RSA 79:12 for the complete statute on dooamage.

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

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

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

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

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

8. Description of Wood or Timber To Be Cut

Species	Estimated Amount To Be Cut	
White Pine	80	MBF
Hemlock	4	MBF
Red Pine	75	MBF
Spruce & Fir		MBF
Hard Maple		MBF
White Birch		MBF
Yellow Birch		MBF
Oak	6	MBF
Ash		MBF
Beech & Soft Maple		MBF
Pallet or Tie Logs	20	MBF
Other (Specify)		MBF
	Pulpwood	Tons Cords
Spruce & Fir		
Hardwood & Aspen	500	
Pine		
Hemlock		
Whole Tree Chips	1500	
Miscellaneous		
High Grade Spruce/Fir		Tons
Cordwood & Fuelwood	75	Cords

REPORT OF CUT FORM/CERTIFICATE TO BE SENT TO:

OWNER OR BY MAIL OR
 LOGGER/FORESTER E-MAIL

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

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

Questions?? Call (603)230-5950

E. Kelley 2/29/16
 SIGNATURE OF OWNER(S) OR CORPORATE OFFICER DATE
Mary Kelley 2/29/16
 SIGNATURE OF OWNERS(S) OR CORPORATE OFFICER DATE

PRINT CORPORATE OFFICER NAME AND TITLE DATE
E & M Kelley Family Rev Trust

PRINT OWNER(S) NAME
96 Snell Road

MAILING ADDRESS
Lee NH 03824
 CITY/TOWN STATE ZIP CODE

PHONE _____ E-MAIL _____

FOR ASSESSING OFFICIALS USE ONLY

The Selectmen/Assessing Officials hereby certify that:

- All owners of record have signed the Intent;
- The land is not under the Current Use Unproductive category;
- The form is complete and accurate; and
- Any timber tax bond required has been received:
 \$ _____ Date _____
- The tax collector will be notified within 30 days or receipt pursuant to RSA 79:10;
- This form to be forwarded to DRA within 30 days.

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

Species: _____ Amount: _____

10. By signing _____, I/We, the logger/forester or person responsible for cutting _____, assume responsibility for verifying the volumes of _____ to be reported by the owner. I/We have been advised by _____ of RSA 227-J, the timber harvest laws.

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

Peter Farrell NH LF #85
 PRINT NAME

PO Box 111
 MAILING ADDRESS Alton, NH 03809

CITY/TOWN STATE ZIP CODE

PHONE 603-387-4338 E-MAIL farrell@metrocast.net
603-875-7626

[Signature] 3/14/16 Signature (in ink) of Assessing Official Date
[Signature] 3/14/16 Signature (in ink) of Assessing Official Date
[Signature] 3/14/16 Signature (in ink) of Assessing Official Date

Appendix B

Timber Tax Assessment Worksheet

Town: LEE Owner: KELLEY FAMILY TRUST

Oper. #: 15 255 13 Tax Year: 15-16

Acreage of cut: 60 Map/Lot#: M1 L01, 01-100 MSLB, 8-2

	POOR	AVERAGE	GOOD
Quality of timber (height, diameter, defect)	0	①	2
Location of timber (access restrictions, distance to maintained public road and physical geography)	0	①	2
Size of sale (Acreage of lot and volume per acre)	0	①	2

Rating	Percentage Within Range
0	0%
1	17%
2	33%
③	50%
4	66%
5	83%
6	100%

Out from 8/3/16



Freese Brothers Big Band

Concord, New Hampshire

Michael Adams
8 Drake Lane
Merrimack, NH 03054
1-603-424-3949
Music Director

Louis W. Brissette
42 Grandview Drive
Bow, NH 03304
President

David Tirrell-Wysocki
50 Foster Road
Canterbury, NH 03045
1-603-783-4678
Vice President/Publicity

Peter F. Imse
609 Page Road
Bow, NH 03304
1-603-224-7335
Secretary/Treasurer

Susan Gunther
33 Greenwood Drive
Northfield, NH 03276
1-603-286-3534
Booking Development
Chair

Visit Our Web Site:

www.freesebrothersbigband.com

VIA EMAIL

August 4, 2016

Mr. Scott Bugbee
Town of Lee Centennial Committee
7 Mast Road
Lee, NH 03861

RE: Settler's Jubilee Dinner/Dance
Thursday, August 25, 2016

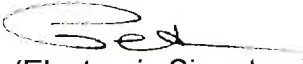
Dear Scott:

Thank you for inviting the Freese Brothers Big Band Combo to play during your Settler's Jubilee Dinner/Dance on Thursday, August 25, 2016.

I attach a draft Performance Agreement. Please review the Agreement. If it is acceptable to you, please print two (2) copies, fill in the two hour playing times, insert your cell phone number, sign both copies, and return one to me for my records.

Please call me with your questions.

Very truly yours,


(Electronic Signature)
Peter F. Imse
Secretary/Treasurer

PFI:dss
Attachment

Cc: Mr. Louis W. Brissette
Mr. David Tirrell-Wysocki
Mr. Michael Adams
Ms. Susan Gunther
Mr. Ian Nelson

Swing's the Thing, Again. Don't Miss Out!



Freese Brothers Big Band Concord, New Hampshire

"COMBO" PERFORMANCE AGREEMENT

THE PARTIES TO THIS AGREEMENT are ^{A SEMIQUIN-} TOWN OF LEE CENTENNIAL COMMITTEE, of Lee, New Hampshire ("Purchaser") and the FREESE BROTHERS BIG BAND (EIN 02-0383492) ("Band") of Concord, New Hampshire.

PERFORMANCE: SETTLER'S JUBILEE DINNER

PUBLIC/PRIVATE: PRIVATE

LOCATION: FLAG HILL DISTILLERY & WINERY, LEE, NH

DATE: AUGUST 25, 2016

TIME: 7:30 P.M. TO 9:30 P.M. or 8:00pm TO 10:00pm

PERFORMANCE FEE: \$540

INCLEMENT WEATHER: ALTERNATE LOCATION: N/A

OR DATE: N/A

BAND DRESS: BLACK

I. EMPLOYMENT

The Purchaser hires the Band's five (5) Member Combo ("Combo") to perform, and the Combo agrees to perform at the Event for the Performance Fee.

II. BAND DUTIES

2.1 The Combo agrees to set up its own equipment before performing, and to take down and remove that equipment after its performance. The Combo will supply its own equipment consisting of musical instruments, lighted stands, and amplification.

2.2 The Combo agrees to perform during the Time of Performance with the exception of customary breaks between sets.

III. PURCHASER'S DUTIES

3.1 The Purchaser agrees to pay the Performance Fee. Upon acceptance of this Contract, the Purchaser has already paid a deposit of \$100, leaving a balance of \$440, due at the time of the Performance. In the event Purchaser cancels the performance, it shall pay the Band, at the Band's discretion, a cancellation fee of up to the greater of (a) 50% of the Performance Fee, or (b) the amount of fixed expenses (including fees for substitutes) incurred by the Band with respect to the canceled performance, or such other cancellation fee as may be negotiated by the parties.



3.2 The Purchaser agrees to provide:

- (a) a performance area sufficiently large enough to accommodate the members of the Combo;
- (b) convenient access to electrical power suitable for operating the lighting, amplification, and other electrical equipment which the Combo may use; and
- (c) a sufficient number of straight back chairs for the Combo to use during its Performance.

V. ACCEPTANCE

Please indicate your acceptance of the terms of this Agreement by signing in the space provided below. Return the duplicate of this Agreement and any applicable security deposit to Freese Brothers Big Band, c/o Peter F. Imse, Secretary/Treasurer, 609 Page Road, Bow, NH, 03304 (Telephone No. (603) 224-7335 (H) or (603) 224-2341 (W)). Please make checks payable to the **FREESE BROTHERS BIG BAND**.

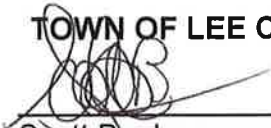
FREESE BROTHERS BIG BAND

By: 
Peter F. Imse, Secretary/Treasurer

Date: August 4, 2016

ACCEPTED AND AGREED TO:

TOWN OF LEE CENTENNIAL COMMITTEE

SIGNATURE: 
NAME & TITLE: Scott Bugbee
ADDRESS: 7 Mast Road
Lee, NH 03861
TEL. NO.: 603-659-2766
DATE: _____

INCLEMENT WEATHER OR EMERGENCY CONTACT INFORMATION ON DAY OF PERFORMANCE:

PURCHASER: Scott Bugbee:
Cell Phone Number: (603) 608-8318

BAND: Ian Nelson
Cell Phone Number: (603) 660-1863

