

SELECT BOARD MEETING AGENDA

DATE: Monday, November 7, 2016 at 6:30 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 – 6:30 pm
2. Public Comment
3. **Scott Nemet, Fire Chief – Life Saving Awards**
Present Life Saving Commendation Bar Awards to Assistant Chief Lombardo, Lieutenant Eaton, Firefighter Skerry, Firefighter Morrill, Firefighter McAdams and Firefighter Murdoch for their efforts on a cardiac emergency call while on a mutual aid incident in the City of Dover, NH.
4. **Caren Rossi, Planning and Zoning Administration – Noble Farm Fire Pond**
Ms. Rossi requests permission for Noble Farm to dredge the existing pond at Noble Farm which falls under the Conservation Easement, executed on 1/23/14 for Map Lot 25/3/0000, in order to enhance its function as a fire pond.
5. **Julie Glover, Town Administrator**
 - a. TV at Transfer Station
 - b. Cemetery Rules and Regulations – recent amendments
 - c. Miscellaneous
6. Motion to accept the Consent Agenda as presented:

<p><u>SIGNATURES REQUIRED</u> DRA Sales Ratio Notice of Intent to Excavate (2) Cemetery Deed</p>

<p><u>INFORMATION ONLY</u> NH Municipal Association Annual Meeting Notice</p>
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Individual items may be removed by any Select Board member for separate discussion and vote.

7. Motion to accept the Public and Non Public Meeting Minutes from October 24, 2016.
8. Motion to accept the Non Public Meeting Minutes from October 26, 2016.
9. Motion to accept Manifest #9 and Weeks Payroll Ending November 6, 2016.
10. Motion to enter into Non-Public Session – NH RSA 91-A:3 II (a) Personnel x5 - **Roll Call Vote required.**
11. Motion to seal the Non-Public Session Minutes (if necessary.) **Roll Call Vote required.**
12. Miscellaneous/Unfinished Business
13. Adjournment

Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on November 4, 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: 11/7/2016

Agenda Item No. **3**

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
11/7/2016

Agenda Item Title: Life Saving Commendation Bar Presentation

Requested By: Chief Nemet

Date: 10/24/2016

Contact Information: SNemet@LeeFire.org 659-5411

Presented By: Chief Nemet

Description: Present Assistant Chief Lombardo, Lieutenant Eaton, FF Skerry, FF Morrill, FF McAdams, and FF Murdoch with a Life Saving Commendation Bar for their efforts on a cardiac emergency while on a mutual aid incident in the City of Dover, NH.

Financial Details: Enter Estimated Cost, if any, funding source, etc.

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:



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

Office Use Only

Meeting Date:

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
11/7/2016

Agenda Item Title: Noble Farm Fire Pond

Requested By: Caren Rossi

Date: 10/31/2016

Contact Information: crossi@leenh.org

Presented By: Caren Rossi

Description: Dredge the existing pond for better fire protection

Financial Details: No cost to the Town.

Legal Authority RSA 482-A:3 Excavating and Dredging Permit: Certain Exemptions; Amended and Restated Conservation Easement Deed dated Jan. 23, 2014.

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

REQUESTED ACTION OR RECOMMENDATIONS:

Make a motion to allow the dredging of the existing pond to better enhance fire protection.

**AMENDED AND RESTATED
CONSERVATION EASEMENT DEED**

This Amendment is being made to the Conservation Easement Deed by and between the Town of Lee as Successor in Interest to Gibraltar Financial Corporation as original Grantor and the Town of Lee as Grantee dated September 11, 2001 and recorded in the Strafford County Registry of Deeds at Book 2390, Page 487.

WHEREAS, the Town of Lee is the owner of Tax Map 25-03-000, a 91.35 acre parcel which is subject to the Conservation Easement by virtue of the deeds dated May 7, 2007 and recorded in Strafford County Registry of Deeds at Book 3527, Page 0087 and Book 3525, Pages 0042 to 0116;

WHEREAS, the Town of Lee as Successor in Interest to Grantor, Gibraltar Financial Corporation, and as Grantee of the Conservation Easement has determined that several of the provisions in this easement are no longer relevant as the property is not being developed for a residential subdivision, the original subdivision approval shall be revoked, and the zoning has in fact been changed in the area of the easement to light industrial/commercial;

WHEREAS, the Town of Lee has a buyer for this parcel of land and the buyer desires to use the pond which is a part of this Conservation Easement to tie into its fire suppression system;

WHEREAS, the amendments set forth herein clearly serve the public interest and are consistent with the easement holder's mission, continue to comply with all applicable federal, state and local laws, do not jeopardize the easement holder's tax exempt status, do not result in any private inurement or confer an impermissible private benefit (as defined for federal tax purposes and NH RSA 7:19-a), are consistent with the conservation purposes and intent of the easement, are consistent with the documented intent of the donor and grantor and have a net beneficial or residual effect on the relevant conservation values or attributes protected by the easement;

WHEREAS, for clarity the easement is being restated.

NOW, THEREFORE, the Conservation Easement (hereinafter referred to as the "Easement") granted by Gibraltar Financial Corporation to the Town of Lee, New Hampshire, acting through its Conservation Commission pursuant to RSA 36-A:4 as grantee, on the parcel of land set forth on Appendix A attached hereto and made a part thereof, shall be amended to read as follows:

The Town of Lee, as Successor in Interest to Gibraltar Financial Corporation, a Massachusetts corporation with a principal place of business at 125 Main Street, Stoneham, Massachusetts (hereinafter referred to as the "Grantor,"), for consideration paid, with WARRANTY covenants, grants in perpetuity to the Town of Lee, New Hampshire, a municipal corporation with a principal mailing address of 7 Mast Road, Lee, New Hampshire, acting through its Conservation Commission pursuant to NH RSA 36-A:4 (the "Grantee") the Conservation Easement (hereinafter referred to as the "Easement") hereinafter described with respect to a portion of a parcel of land (herein referred to as the "Conservation Easement Area") situated in the Town of Lee, County of Strafford, State of New Hampshire, more particularly bounded and described in Appendix A attached hereto and made a part hereof.

1. CONSERVATION PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes:

- A. To maintain and preserve the restored habitat for people and wildlife.
- B. To protect water quality which needs to remain in its restored and enhanced condition.

These purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

The Easement hereby granted with respect to the Conservation Easement Area is as follows:

2. USE LIMITATIONS

Subject to the reserved rights specified in Section 3 below:

- A. The Conservation Easement Area shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities. There is expressly reserved the right of the fee owner to have the right to the extent allowed by law to lay out, construct, install such pipe, conduits and other such apparatus as may be necessary to draw water from the pond for a fire suppression system.
- B. The Conservation Easement Area shall not be subdivided.
- C. No structure or improvement, including but not limited to, a dwelling, tennis court, swimming pool, aircraft landing strip, tower or mobile home, shall be constructed, placed, or

introduced onto the Conservation Easement Area. However, ancillary structures and improvements including, but not limited to, a road, dam, fence, bridge or culvert, barn or shed may be constructed, placed, or introduced onto the Conservation Easement Area only as necessary in the accomplishment of the conservation or noncommercial outdoor recreational uses of the Conservation Easement Area.

D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

i. (a) Are commonly necessary in the accomplishment of the conservation, habitat management, or noncommercial outdoor recreational uses of the Conservation Easement Area; and

(b) Do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

(c) Are not detrimental to the purposes of this Easement.

ii. Prior to commencement of any such activities, all necessary federal, state and local permits and approvals shall be secured.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Conservation Easement Area except as desirable or necessary in the accomplishment of the conservation or noncommercial outdoor recreational uses of the Conservation Easement Area, and provided that such signs are not detrimental to the purposes of this Easement.

F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Conservation Easement Area, except in connection with any improvements made pursuant to the provisions of Sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Conservation Easement Area.

G. There shall be no dumping, injection, burning, or burial of man-made materials or materials then known to be environmentally hazardous, including vehicle bodies or parts.

H. Any future owner of Tax Map 25-03-000 shall be allowed to tie in its fire suppression system to the existing pond located in the easement area.

3. RESERVED RIGHTS

The Conservation Easement Area had been used in satisfying the density and open space requirements of the Town of Lee Zoning Ordinance in conjunction with the development of a cluster residential subdivision, as conditionally approved by the Town of Lee Planning Board on September

20, 2000 (the "Subdivision"). This subdivision was never built and said subdivision plan and approvals shall be revoked or abandoned.

Notwithstanding anything herein to the contrary, the original Grantor of the Conservation Easement had reserved, for itself, the Village at Noble Farm, LLC, and their successors, all rights to use the Conservation Easement Area to complete the development of the Subdivision, as conditionally approved, including but not limited to the right to use the Conservation Easement Area to:

- (i) Establish, set out, and maintain walking trails;
- (ii) Establish, set out, and maintain a canoe launch; and
- (iii) Establish, set out and maintain access and drainage rights, community septic systems and community water systems as shown on the Plans referred to in Appendix A and on other approved plans of the Subdivision, including without limitation, maintenance of all drainage, dams and systems shown on said plans.

The Town of Lee as Successor in Interest to Gibraltar Financial Corporation in its capacity as current Grantor of the Conservation Easement relinquishes these reserved rights as set out in item 3 RESERVED RIGHTS (i) (ii) (iii), there no longer being any form of public access.

4. TAXES, MAINTENANCE

The Grantee shall be under no obligation to maintain the Conservation Easement Area or pay any taxes or assessments thereon.

5. BENEFITS, BURDENS, AND ACCESS

A. The burden of the Easement conveyed hereby shall run with the Conservation Easement Area and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

B. The Grantee shall have reasonable access to the Conservation Easement Area and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement, to exercise the rights conveyed hereby, and to fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.

C. Members of the general public shall not have access to the Conservation Easement Area for outdoor recreation and education activities.

6. BREACH OF EASEMENT

A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantor in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested. In the event of repeated failures to take action by the Grantee, the Grantee shall transfer the easement to the Department of Environmental Services for assignment to another grantee.

B. The Grantor shall, within 30 days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken under this section.

C. If the Grantor fails to take such proper action under the preceding paragraph, the Grantee shall, as appropriate to the purposes of this deed, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The costs thereof, including the Grantee's expenses, court costs, and legal fees, shall be paid by the Grantor, provided that the Grantor is directly or primarily responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Conservation Easement Area resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Conservation Easement Area resulting from such causes.

E. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.

F. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair the Grantee's rights or remedies or be construed as a waiver.

7. NOTICES

All notices, requests and other communications, required or permitted to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid and return receipt requested, to the appropriate address set forth above. or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

8. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

9. CONDEMNATION

Whenever all or part of the Conservation Easement Area is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

A. The balance of the land damages recovered (including, for purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Conservation Easement Area unencumbered by the restrictions hereunder) shall be divided between the Grantor and the Grantee in proportion to the fair market value, at the time of condemnation, of their respective interests in that part of the Conservation Easement Area condemned. The values of the Grantor's and the Grantee's interest shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation.

B. The Grantee shall use its share of the proceeds in a manner

10. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 5.A., above, accepts and records the additional easement.

11. MERGER

The Grantor and the Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Conservation Easement Area by or to the Grantee or any successor or assign shall be deemed to eliminate the Easement, or any portion thereof, granted hereunder under the doctrine of "merger" or any other legal doctrine.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted

to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

IN WITNESS WHEREOF, we have hereunto set our hands this 23~~rd~~ day of January, 2018

The Town of Lee, as Successor in Interest to Gibraltar Financial Corporation By its Board of Selectmen

[Signature]
Witness

[Signature]
John R. LaCourse, Ph.D.

[Signature]
Witness

[Signature]
David Cedarholm

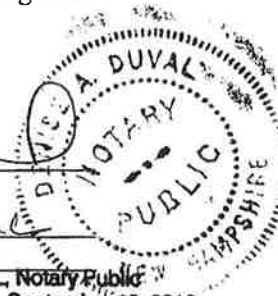
[Signature]
Witness

[Signature]
Carole Dennis

**STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD, SS.**

On this 23rd day of January, 2018 **John R. LaCourse, Ph.D., David Cedarholm and Carole Dennis, as duly authorized Members of the Town of Lee Board of Selectmen, personally appeared before me, the undersigned, and acknowledged the foregoing to be their voluntary act and deed in said capacity.**

[Signature]
Notary Public/Justice of the Peace
Print Name: Denise A Duval
My Commission Expires:
DENISE A. DUVAL, Notary Public
My Commission Expires **September 18, 2018**



ACCEPTED:

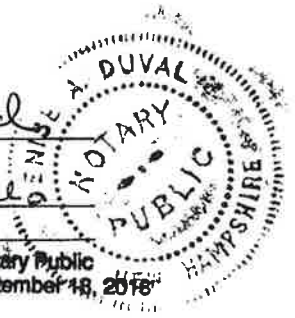
TOWN OF LEE, NEW HAMPSHIRE
By the Conservation Commission

By: *William Humm*
William Humm, Chairman

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD, SS.

On this 24th day of January, 2014, **William Humm, duly authorized Chairperson of the Town of Lee Conservation Commission**, personally appeared before me, the undersigned, and acknowledged the foregoing to be his voluntary act and deed in said capacity.

Denise A. Duval
Notary Public/Justice of the Peace
Print Name: Denise A. Duval
My Commission Expires: _____
DENISE A. DUVAL, Notary Public
My Commission Expires September 18, 2018



APPENDIX A

Locus: Town of Lee, New Hampshire

The Conservation Easement Area is described as the shaded, contiguous area shown on the following two plans of Bedford Design Consultants: (i) a plan entitled "Wetland Impact Overview Plan" dated January 7, 2000, last revision date of March 27, 2001, Scale 1" = 60' (the "Overview Plan"); and (ii) a plan entitled "Wetland Impact Plan" dated January 27, 2000, last revision date March 27, 2001, scale 1" = 200' (the "Impact Plan"), (Collectively, the Overview Plan and the Impact Plan are referred to as the "Plans"). The Conservation Easement Area consists of open water area of 256,093 square feet, wetlands area of 124,130 square feet, and upland area of 125,803 square feet, all as shown on the Plans. The Plans are to be recorded in the Strafford County Registry of Deeds.

The Conservation Easement Area is also a portion of Lot 25, Map 3-0 as shown on the tax map for the Town of Lee, New Hampshire.

#7958

C:\Users\Kris\Documents\Word Perfect Docs\Real Estate\Town of Lee (Sale to Daley) 7958\Amended and Restated Conservation Easement 10-9-2013.wpd



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

Office Use Only

Meeting Date: November 7, 2016

Agenda Item No. 5a

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
11/7/2016

Agenda Item Title: TV at Transfer Station

Requested By: Town Administrator Julie Glover

11/4/2016

Contact Information: 603-659-5414

Presented By: Julie Glover, Town Administrator

Description: Clarify that a number of different vendors will be used to purchase and install all of the materials and equipment necessary to place an internet-ready TV at the Transfer Station and to restate the authority to utilize contingency funds for this project.

Financial Details: Not to Exceed \$4,000

Legal Authority RSA 41:8; 31:98-a

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to authorize that an amount not to exceed \$4,000 be spent from the Contingency Fund to provide an internet-ready television at the Transfer Station,

RULES AND REGULATIONS

LEE, NH CEMETERIES

Three trustees of the Cemeteries have been elected to oversee and maintain the public and non-public cemeteries within the Town of Lee. It is the desire of the Board of Trustees to provide the residents of Lee with a well groomed and peaceful country cemetery where those who visit will benefit from a calm and tranquil experience.

Although there are over seventy seven identified burial grounds within the town limits, the Lee Hill Cemetery (est. 1877) located across from the Town Hall on Route 155 is presently the only public graveyard open for interments.

These Rules and Regulations apply not only to the Lee Hill Cemetery, but to every burial ground within the Town of Lee. All burials, even those within private cemeteries, must be registered and are subject to all rules and regulations as adopted and/or amended by the Cemetery Trustees and are subject to the Town of Lee Zoning Ordinances. Please note that all burial grounds are controlled through the State of New Hampshire laws regulating the burial of human remains: RSA 289.

PURCHASE OF BURIAL RIGHTS

The death of a loved one is a difficult time for all involved. The Board of Trustees recommends that the purchase of a burial site be tended to well ahead of the time when it will be needed.

A deed, signed by the Trustees of the Cemeteries, Board of Selectmen and notarized is registered at the Strafford County Registry. This deed grants a "Right to be Buried". To ensure that residents well into the future will have a final resting place in town, the Board of Trustees has decreed that the purchase of burial sites will be restricted to current and past Lee residents for the burial of deed holder, immediate family, relatives or friends, to be used and occupied as a cemetery lot and for no other use or purpose.

It should be understood that one does not purchase the actual burial site, but the right to be buried there. If a buyer decides not to use a burial site, ownership may be signed over to a relative or must be resold to the Town of Lee for the dollar amount of the original purchase, less the Maintenance and Deed Registration fees. RSA 290:24 also provides "If the deceased has designated a person to assume ownership of the cemetery lot or burial space in a written and signed document, ownership passes to that person, subject to the Rules and Regulations established by the Trustees." All purchases of lots or graves are made directly through the Cemetery Trustees.

INTERMENTS/REMOVAL

No interment shall be permitted in any lot or grave until complete financial arrangements have been made for said lot or grave. No monument or marker shall be erected until full payment for lot or grave has been made.

Arrangements for interment must be made thirty-six (36) hours in advance with the Superintendent of Cemeteries. For interment, directions must be given and all fees prepaid to the Superintendent of Cemeteries and perpetual care paid to date. The fee for interment may be learned upon request; such fees include the opening and closing of graves and associated maintenance charges. (see attached fee schedule)

All full body burial graves must be lined with a concrete box or vault. All cremation burials shall be in appropriate vault or a non-biodegradable designated cremation urn. Sectional grave boxes or wooden boxes are not permitted.

The individual requesting interment is to sign an Order of Interment before burial. A proper burial permit must be received prior to interment. No disinterment or removal of any remains will be permitted except (a) with the written consent of the lot owner or a member of his/her family or (b) with the permit required by the laws of the State of New Hampshire.

MONUMENTS/ MARKERS

The Cemetery Trustees and Superintendent do not wish to interfere unnecessarily with the lot owner's selection of monument, however, the right is reserved to forbid and/or remove any monument deemed objectionable by the Cemetery Trustees.

To the above end, it is required that plans for all monuments and markers be submitted to the Cemetery Trustees and Superintendent for approval before contracting for same. The exact on site positioning of foundations and gravestones will be determined only after consultation with the Superintendent and will conform to the regulations adopted by the Trustees. Only one marker at a grave and one monument per lot is allowed. All new markers must be set level with the turf, neither extending above nor set below the turf. Flush markers shall not be set on a concrete foundation. No foundation or any type of cement work will be used under or encircling a flush marker. Corner stones are permitted as long as they are absolutely flush to facilitate mowing and maintenance.

All foundations for monuments are to be built under the supervision of the Superintendent of Cemeteries. All foundations are to be set at a minimum of 3 1/2 feet deep. (see attachment for sizing)

CEMETERY MAINTENANCE

The maintenance fee paid at the time of purchase is deposited in a trust fund. In addition to additional moneys from general taxation, the interest earned from the trust fund is used to mow the grass and to provide essential care and maintenance to each lot. Water spigots are placed for the use of visitors.

Planting shrubs and trees is not permitted. In the case of existing shrubs and trees, the groundskeepers will not be required to prune or trim them, but will take appropriate steps when they should interfere with mowing, become unsightly, or pose a potential problem to other grave sites.

All containers, ground plantings, (annuals/perennials) and decorative items should be adjacent to the main headstone / monument, being placed there at your own risk. Those flowers, containers, decorative items placed at individual flush ground markers are to be removed 30 days after Memorial Day to allow summer mowing.

Cut flowers, plastic or silk flowers, or decorations left at a grave must not interfere with the maintenance of the site nor be allowed to become unattractive. The Superintendent or Trustees will remove such items at his/her discretion when they become unsightly or hinder the ability to keep the cemetery grounds attractive. **Glass containers are not permitted. "Shepherd hooks"/hanging plants are not permitted at any time.** Items removed by the Superintendent or Trustees will be placed in a wooden receptacle next to the maintenance shed unless damaged and not of further use.

The cemetery will be open from dawn to dusk. The gates are open to motor vehicles and burials starting April 1st unless the Trustees or Superintendent determine excessive muddy conditions would do damage to roadways or grounds. Unless an early snowfall warrants, the cemetery will remain open to motor vehicles until January 1st. Upon request, exceptions may be made by the Trustees. Please note these restrictions are for motor vehicle access only- you may enter on foot year round.

Because a cemetery is a place sacred to the memory of those interred and a place to seek comfort by those who visit, an atmosphere of serenity is to be maintained at all times.

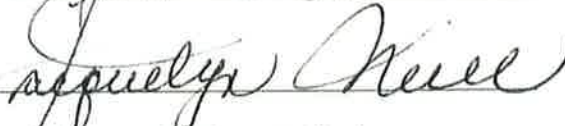
Marianne Banks



Adopted Dec 1, 2005.

Revised Aug 1, 2006.

Jacquelyn Neill



Revised Oct 2, 2008.

Revised Dec 2, 2010.

Revised Aug 11, 2011.

Revised Oct 13, 2011.

Revised May 26, 2016.

Jan Neill



TOWN OF LEE NEW HAMPSHIRE

CEMETERY COSTS

Single gravesite cost \$350.00 (3 ft 4 in x 10 ft w/perpetual care)

Full Grave Excavation and Backfill

Weekdays	\$400.00
Saturdays	\$450.00
Sundays	\$500.00

Cremation Burials

With Service	\$100.00 weekdays
	\$125.00 after 3 pm weekdays
	\$150.00 Saturday & Sunday
	\$ 25.00 added cost for interring cremation vault

Please note:

- The Town does not provide green coverings.
- Above charges are for normal conditions. Any variations, such as disinterment, frost, etc. will be priced at time of burial. Please consult directly with Superintendent.
- Checks should be made payable to the Town of Lee.
- Burial Permits need to be received by the Superintendent prior to burial.
- Cremation Certificates are required for cremation burials.

Maximum size of base for upright monuments:

One single grave	2 ½ ft x 2 ft
2-4 Graves	3 ½ ft x 2 ft
5-6 Grave Lot	4 ½ ft x 2 ft

Upright stones, including the base, must not exceed 4 ft. above ground.

Flush markers not to exceed 2 feet x 16 inches.

Adopted 10/7/1998
Revised 12/1/2005
Revised 11/5/2010
Revised 10/13/2011
Revised 06/12/2013

Memorandum

TO: Select Board
Town of Lee

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

DATE: October 30, 2016

RE: DRA Sales Ratio Survey

I have completed a review of the information for the sale ratio survey and believe the information submitted is accurate. A printed spreadsheet listing of the data entered information has been provided for review. If during your review any issues are noted, please let me know.

A draft analysis of the sales data was performed. Overall, the town's assessment to sale price median ratio is expected to be about 96% for the 2016-tax year, which is roughly a 2% change from last year's ratio of 94.2% and is what was expected given that a revaluation was completed. The 87 valid sales show a COD of 6.28 with the PRD at 1.02.

The above listed figures are expected to be similar (although not exact as DRA may exclude or include different sales) to the DRA's analysis when it is completed in late fall 2016 or early spring 2017.

From my preliminary analysis, it is my opinion that the revaluation has had the desired effect of bringing assessments more inline with market value while maintaining assessment equity. If the revaluation had not been completed the overall ratio would have been around 91% with a COD around 13. The above statistical indications appear to meet current Assessment Review Guidelines.

If there are any questions, please feel free to contact me at your convenience.

2016
EQUALIZATION
MUNICIPAL ASSESSMENT DATA
CERTIFICATE



MUNICIPALITY: LEE

We the undersigned do hereby certify that the assessment and sales information provided by us on the NH Mosaic Equalization System has been thoroughly reviewed by this Board and is complete and accurate to the best of our knowledge.

We understand that this information will be used by the NH Department of Revenue Administration to calculate the municipality's equalization ratio. The equalization ratio will be used to calculate the total equalized valuation for this municipality.

SIGNATURE OF ASSESSING OFFICIALS
(Selectmen if Town; must be signed by a majority)
(Assessor if City)

DATE

NAME OF CONTACT PERSON: SCOTT MARSH EMAIL: SMARSH@MRI.GOV.COM

OFFICE PHONE NUMBER: 0-609.7207 / C-785.5805 OFFICE HOURS: M-8-6 / TU-TH-8:43 / F-8-12:30
(Note: If your office keeps irregular hours, please provide an alternate means of contacting you.)

(Please check appropriate box, if applicable)

Full Reval Cyclical Reval Cyclical In Progress Partial Update/Statistical
(values updated)

NAME OF COMPANY DOING REVALUATION WORK: CNP APPRAISAL-UPDATE / MRI-CYCLICAL
(Please state if done in-house)

COMMENTS: CNP APPRAISAL NO FURTHER LIABILITY.

Please mail to: Department of Revenue Administration PO Box 487, Concord NH 03302-0487

Verno	Sale Date	Address	Map Lot	Verified Price	Current Assed	Previous Assed	Ratio	Prop Code	Mod Code	XCode1
2	10/13/2015	5 LAMPREY LANE	28-03-2500	\$267,900	\$270,800	\$265,400	101.08	11	00	
3	10/13/2015	5 LAMPREY LANE	28-03-2500	\$267,900	\$270,800	\$265,400	101.08	11	00	
4	10/13/2015	176 MAST ROAD	14-12-0100	\$282,500	\$292,300	\$307,000	103.47	11	00	
5	10/16/2015	53 NEWTOWN PLAINS ROAD	03-04-0702	\$165,000	\$158,900	\$166,300	96.3	14	00	
7	10/16/2015	256 WADLEIGH FALLS ROAD	27-06-0200	\$364,000	\$344,700	\$340,600	94.7	11	00	90 RSA 79-A Current Use
8	10/26/2015	26 DEMERITT AVENUE	19-07-1000	\$234,000	\$219,900	\$201,100	93.97	11	00	
10	10/30/2015	8 CAMPGROUND ROAD	26-03-0000	\$176,000	\$258,100	\$311,300	146.65	11	70	38 Family/Relatives/Affil as Grantor/Grantee
11	10/30/2015	25 JAMES FARM ROAD	13-01-1400	\$310,000	\$295,300	\$282,300	95.26	11	00	
12	11/2/2015	16 EVERGREEN TERRACE	11-04-0003	\$8,000	\$9,200	\$13,100	115	18	00	
16	11/17/2015	2 DAVIS LANE	25-05-0000	\$235,000	\$227,400	\$205,700	96.77	11	00	
17	11/18/2015	1 JUNIPER LANE	10-05-0009	\$38,000	\$34,400	\$32,400	90.53	18	00	
18	11/23/2015	30 EVERGREEN TERRACE	11-04-0016	\$10,000	\$9,200	\$19,700	92	18	00	
20	11/24/2015	70 MAST ROAD	13-08-0000	\$300,000	\$281,300	\$279,300	93.77	12	00	90 RSA 79-A Current Use
21	11/25/2015	22 OWL LANE	29-01-0800	\$229,500	\$257,400	\$267,200	112.16	11	70	
22	11/30/2015	56 CONCORD ROAD	07-08-0200	\$1,400,000	\$1,113,100	\$752,300	79.51	33	00	
23	12/1/2015	3 NOBLE FARM DRIVE	25-03-0900	\$240,000	\$215,400	\$196,900	89.75	11	00	
24	12/3/2015	6 STEPPING STONES ROAD	08-04-0200	\$212,500	\$212,800	\$197,700	100.14	11	00	
25	12/3/2015	10 WHEELWRIGHT DRIVE	10-03-0500	\$144,000	\$232,300	\$212,900	161.32	11	00	37 Financial Entity as Grantor/Grantee
26	12/4/2015	SHEPPARD LANE	11-01-0300	\$320,000	\$286,100	\$452,000	89.41	14	00	
28	12/7/2015	56 SHERBURNE ROAD	06-08-0300	\$200,000	\$210,200	\$237,200	105.1	11	00	
32	12/14/2015	2 DURGIN DRIVE	17-06-0200	\$380,000	\$349,800	\$342,800	92.05	11	00	
33	12/17/2015	9 PIPER LANE	25-08-3809	\$277,900	\$270,700	\$213,100	97.41	11	00	
34	12/18/2015	466 PACKERS FALLS ROAD	14-02-0200	\$163,000	\$220,000	\$219,700	134.97	12	00	
35	12/21/2015	17 GRANGER DRIVE	13-02-1200	\$259,800	\$254,200	\$229,500	97.84	11	00	
36	12/21/2015	17 GRANGER DRIVE	13-02-1200	\$259,800	\$254,200	\$229,500	97.84	11	00	
38	12/21/2015	11 OLD MILL ROAD	04-08-0700	\$180,000	\$207,900	\$216,300	115.5	11	00	
39	12/21/2015	60 FOX GARRISON ROAD	19-06-1001	\$297,500	\$285,100	\$261,400	95.83	11	00	
40	12/21/2015	11 HALE FARM ROAD	24-04-0700	\$247,000	\$306,000	\$343,100	123.89	12	00	
42	12/29/2015	21 CHESTNUT WAY	01-07-1800	\$90,000	\$82,300	\$0	91.44	22	00	
44	12/30/2015	125 HIGH ROAD	24-01-0000	\$200,000	\$205,300	\$201,100	102.65	11	00	
46	1/4/2016	17 SPRUCE DRIVE	10-05-0080	\$25,000	\$31,300	\$29,100	125.2	18	00	
47	1/4/2016	41 LITTLE HOOK ROAD	32-04-0000	\$465,000	\$540,800	\$559,200	116.26	11	00	90 RSA 79-A Current Use

48	1/6/2016	397 PACKERS FALLS ROAD	15-01-0600	\$270,000	\$248,100	\$224,900	91.89	11	00	
49	1/13/2016	18 TOON LANE	29-03-1700	\$600,500	\$601,000	\$597,400	100.08	11	70	
51	1/20/2016	3 PINECREST ESTATES	04-06-0302	\$29,000	\$29,900	\$39,400	103.1	18	00	
53	1/28/2016	44 CALEF HIGHWAY	04-03-0300	\$4,267,500	\$2,683,300	\$1,821,600	62.88	33	00	66 Complex Commercial Sale
54	1/29/2016	34 KELSEY ROAD	18-01-0400	\$242,000	\$222,900	\$216,600	92.11	11	00	
55	2/1/2016	24 GRANGER DRIVE	13-02-2700	\$180,000	\$201,500	\$199,900	111.94	11	00	
57	2/4/2016	21 RIVERSIDE FARM DRIVE	26-11-4000	\$259,900	\$236,900	\$232,200	91.15	11	00	
59	2/16/2016	16 SHERBURNE ROAD	06-07-0400	0	\$136,900	\$157,900	10266.2	11	00	37 Financial Entity as Grantor/Grantee
60	2/17/2016	1 LEE HILL ROAD	20-01-0000	\$333,500	\$316,500	\$298,800	94.9	11	00	
64	3/3/2016	17 TOON LANE	29-03-0900	\$405,000	\$393,600	\$405,800	97.19	11	00	
68	3/9/2016	10 ELDER OSBORNE DRIVE	12-08-0703	\$305,000	\$300,000	\$283,800	98.36	11	00	
69	3/14/2016	105 OSPREY LANE	28-01-1400	\$200,000	\$210,400	\$199,400	105.2	11	70	
71	3/18/2016	158 WEDNESDAY HILL ROAD	29-03-0800	\$370,000	\$369,400	\$377,900	99.84	11	00	
72	3/21/2016	154 WADLEIGH FALLS ROAD	26-06-0100	175000	\$242,700	\$226,000	277.27	11	70	37 Financial Entity as Grantor/Grantee
74	3/30/2016	8 EVERGREEN TERRACE	11-04-0023	\$75,500	\$71,200	\$71,000	94.3	18	00	
75	3/31/2016	34 CHESTNUT WAY	01-07-1700	\$90,000	\$79,100	\$0	87.89	22	00	
76	3/31/2016	72 PINKHAM ROAD	03-03-0100	\$320,000	\$304,700	\$271,300	95.22	33	00	
78	4/4/2016	76 OLD MILL ROAD	05-09-0900	\$421,000	\$421,300	\$419,400	100.07	11	00	
79	4/7/2016	21 SPRUCE DRIVE	10-05-0084	\$36,000	\$33,900	\$31,000	94.17	18	00	
83	4/15/2016	55 MAST ROAD	11-04-2800	\$214,300	\$195,900	\$175,100	91.41	11	00	
85	4/21/2016	28 TAMARACK ROAD	18-01-2400	\$240,000	\$184,500	\$186,000	76.88	11	00	
87	4/25/2016	37 KELSEY ROAD	19-04-1200	\$364,900	\$332,500	\$63,400	91.12	11	00	15 Improvements +/- Incomplete at Assmt date
88	4/25/2016	16 WHEELWRIGHT DRIVE	10-03-0800	\$324,700	\$311,600	\$293,000	95.97	11	00	
89	4/25/2016	195 TURTLE POND ROAD	02-05-0400	\$445,000	\$7,300	\$7,300	1.64	22	00	19 Multi-Town Property
90	4/26/2016	31 JAMES FARM ROAD	13-01-1700	\$335,000	\$336,500	\$336,500	100.45	11	00	
94	5/2/2016	20 CAVERNO DRIVE	12-07-1000	\$472,000	\$458,800	\$441,300	97.2	11	00	
95	5/6/2016	54 SHERBURNE ROAD	06-08-0200	\$210,000	\$205,200	\$192,000	97.71	11	00	
96	5/11/2016	184 MAST ROAD	14-02-0400	\$94,500	\$84,500	\$72,300	89.42	22	00	
97	5/23/2016	25 CONCORD ROAD	04-02-0100	\$265,000	\$0	\$0	0	33	00	11 Property Sold Not Separately Assessed
100	5/26/2016	6 OLD MILL ROAD	05-03-0500	\$325,000	\$285,800	\$219,500	87.94	11	00	
101	5/27/2016	12 PLUMER LANE	25-02-0800	\$310,000	\$279,500	\$253,800	90.16	11	00	
102	6/1/2016	19 LAMPREY LANE	28-03-2200	\$413,000	\$398,700	\$396,200	96.54	11	00	

103	6/1/2016	15 ELDER OSBORNE DRIVE	12-08-0707	\$320,000	\$304,900	\$278,600	95.28	11	00	
104	6/3/2016	4 HILLS ACRES	01-01-0014	\$5,000	\$8,200	\$58,400	164	18	00	35 Government Agency as Grantor/Grantee
106	6/7/2016	16 PINE KNOLL LANE	10-05-0008	\$27,000	\$30,900	\$30,600	114.44	18	00	
109	6/14/2016	24 SWAAN DRIVE	09-10-0012	\$225,000	\$220,800	\$172,300	98.13	14	00	
111	6/20/2016	18 DUFF THOMPSON LANE	26-11-5310	\$220,000	\$216,900	\$213,500	98.59	11	00	
112	6/22/2016	67 DEMERITT AVENUE	19-06-0100	\$200,000	\$370,000	\$345,100	185	11	00	90 RSA 79-A Current Use
113	6/22/2016	3 GIBB LANE	11-02-0100	\$45,000	\$196,900	\$183,600	437.56	11	70	38 Family/Relatives/Affil as Grantor/Grantee
115	6/24/2016	61 OLD MILL ROAD	04-06-0600	\$310,000	\$302,600	\$291,800	97.61	11	00	
118	6/29/2016	4 HALEY COURT	25-08-0200	\$482,000	\$447,400	\$427,500	92.82	11	00	
119	6/29/2016	4 HALEY COURT	25-08-0200	\$482,000	\$447,400	\$427,500	92.82	11	00	
120	6/30/2016	23 CAVERNO DRIVE	12-07-0600	\$565,000	\$532,900	\$511,900	94.32	11	00	
122	7/1/2016	11 EARLE DRIVE	25-01-2000	\$418,000	\$408,700	\$374,400	97.78	11	00	
127	7/5/2016	38 SWAAN DRIVE	09-10-0019	\$222,000	\$216,400	\$168,600	97.48	14	00	
128	7/5/2016	3 HOLLY LANE	10-05-0016	\$25,000	\$24,400	\$23,900	97.6	18	00	
129	7/7/2016	251 WADLEIGH FALLS ROAD	35-04-0100	\$518,000	\$491,300	\$412,600	94.85	11	70	
131	7/18/2016	44 DEMERITT AVENUE	19-07-0100	\$165,000	\$148,100	\$134,400	89.76	11	00	
134	7/25/2016	29 EARLE DRIVE	25-01-1600	\$330,000	\$280,900	\$249,200	85.12	11	00	
135	7/26/2016	16 SHERBURNE ROAD	06-07-0400	\$155,000	\$136,900	\$157,900	88.32	11	00	37 Financial Entity as Grantor/Grantee
136	7/27/2016	OSPREY LANE	29-02-0100	\$119,000	\$120,000	\$217,700	100.84	22	70	90 RSA 79-A Current Use
140	8/1/2016	1 LAMPREY LANE	28-03-2600	\$329,900	\$298,700	\$217,700	90.54	11	00	
141	8/2/2016	15 CAVERNO DRIVE	12-07-0300	\$562,000	\$554,400	\$528,500	98.65	11	00	
142	8/3/2016	7 DUFF THOMPSON LANE	26-11-5200	\$228,000	\$217,700	\$191,700	95.48	11	00	
143	8/3/2016	17 WHEELWRIGHT DRIVE	10-03-1800	\$258,000	\$250,200	\$231,000	96.98	11	00	
145	8/5/2016	38 THURSTON DRIVE	25-08-1500	\$474,000	\$443,200	\$420,300	93.5	11	00	
146	8/9/2016	8 JACOB LANE	20-04-0600	\$270,000	\$249,700	\$278,300	92.48	11	00	
147	8/10/2016	10 WHEELWRIGHT DRIVE	10-03-0500	\$250,000	\$232,300	\$212,900	92.92	11	00	
149	8/15/2016	1 DEPOT LANE	25-08-1400	\$465,000	\$436,100	\$424,400	93.78	11	00	
150	8/16/2016	3 TOON LANE	29-03-1100	\$422,500	\$416,700	\$401,100	98.63	11	00	
152	8/26/2016	22 CHESTNUT WAY	01-07-1100	\$150,000	\$151,600	\$0	101.07	22	00	
154	8/26/2016	20 CHESTNUT WAY	01-07-1000	\$150,000	\$152,700	\$0	101.8	22	00	
155	8/30/2016	11 OLD MILL ROAD	04-08-0700	\$325,000	\$207,900	\$216,300	63.97	11	00	14 Improvements +/- (Post Assmt/Pre Sale)
157	8/31/2016	30 CHESTNUT WAY	01-07-1500	\$90,000	\$76,600	\$0	85.11	22	00	
158	9/1/2016	15 TOON LANE	29-03-1000	\$339,900	\$304,500	\$309,100	89.58	11	00	

159	9/1/2016	164 WEDNESDAY HILL ROAD	29-03-1500	\$465,000	\$408,300	\$396,700	87.81	11	70	
165	9/9/2016	3 THORNTON LANE	19-06-1400	\$345,000	\$334,900	\$333,700	97.07	11	00	
166	9/9/2016	74 NEWTOWN PLAINS ROAD	01-04-0700	\$341,000	\$304,100	\$281,800	89.18	11	00	
168	9/12/2016	4 MARGARET LANE	25-08-2400	\$475,500	\$383,500	\$358,400	80.65	11	00	
170	9/14/2016	150 TUTTLE ROAD	21-08-0100	\$380,000	\$331,200	\$284,900	87.16	11	00	
176	9/22/2016	26 WHEELWRIGHT DRIVE	10-03-1400	\$241,000	\$233,600	\$214,200	96.93	11	00	
177	9/23/2016	53 JAMES FARM ROAD	13-01-2900	\$355,000	\$354,200	\$360,000	99.77	11	00	
178	9/23/2016	20 THORNTON LANE	19-06-1800	\$349,900	\$337,300	\$336,400	96.4	11	00	
179	9/27/2016	17 KELSEY ROAD	19-04-0200	\$395,000	\$75,600	\$75,600	19.14	11	00	16 L/O Assessment - L/B Sale

Memo

TO: Select Board
Town of Lee

FROM: Jerry Quintal
DRA Certified Assessor
Municipal Resources Inc.
Contracted Assessors' Agents

DATE: October 31, 2016

RE: Notice of Intent to Excavate
Tax Map 18 Lot 4

The attached form was received and reviewed. The applicant owns the land where excavation will occur and it was verified that no outstanding taxes are due. The land is not enrolled in current use and therefore no land use change tax penalty is due. The form appears complete and it is recommended that it be approved.

If there are any questions or additional information desired, please let me know.

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
NOTICE OF INTENT TO EXCAVATE
RSA 72-B

GENERAL INSTRUCTIONS FOR FILING THIS FORM ON REVERSE

(Assigned by Municipality)

YR TOWN OP#

15 - 255 - 07 - E

For Tax Year April 1, _____ to March 31, _____

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

- Town/City of: LEE
- Tax Map/Block/Lot #: 15-004
- Name of Access Road: CARLAND Rd.
- Total Acreage of Lot: 30A
- Date of Permit per RSA 155-E:2: _____
or (Municipal Excavation Permit)
- Date of Report, if required, per RSA 155-E:2, 1 (d): _____
- Permit Number per RSA 485-A:17, if any: _____
(Alteration of Terrain Permit)
- Incidental Construction/155-E Exception: Check if YES
- Total Permitted Area (acres): 20A
- Excavation Area (acres) as of April 1: 2A
- Reclaimed Area (acres) as of April 1: 18A
- Remaining Cubic Yards of Earth to Excavate: 15000³ yds.
- Type of Ownership:

- Owner of land
- Previous owner retaining deeded earth excavation rights
- Owner of earth or earth excavation rights on public lands (Fed., State, Municipal, etc) or, removes earth from public lands or right-of-ways

14. DESCRIPTION OF EARTH TO BE EXCAVATED DURING TAX YEAR

EARTH TYPE	ESTIMATED CUBIC YARDS (CY)
GRAVEL	
SAND	5000 ³ yds
LOAM	
STONE PRODUCTS	10000 ³ yds
OTHER ()	
TOTAL	15000 ³ yds

15. CHECK THE BOX THAT DESCRIBES THIS INTENT

- ORIGINAL WITH \$100 FEE (check payable to State of New Hampshire)
- ORIGINAL WITH NO FEE (excavation of 1,000 cubic yards or less)
- SUPPLEMENTAL WITH \$100 FEE (exceeding original estimate of 1,000 cubic yards or less)
- SUPPLEMENTAL WITH NO FEE (fee previously paid with original intent)

16. We hereby assume responsibility for reporting all earth excavated within 30 days of completion or by the end of the tax year, whichever comes first. (If a Corporation, an Officer must sign.)

William Chuck 10/19/16
SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

William Chuck
PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

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

PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

230 PISCASSIC RD.
MAILING ADDRESS

NEWFIELDS NH 03854
CITY OR TOWN STATE ZIPCODE

E-MAIL ADDRESS

603 772-3735 603 683 0367
HOME PHONE (Enter number without dashes) CELL PHONE (Enter number without dashes)

DATE INTENT SENT TO TOWN: 10/19/16

E-MAIL REPORT & CERTIFICATE? YES NO
If NO, Report and Certificate will be mailed to the address above.

TO BE COMPLETED BY ASSESSING OFFICIALS

Amount of Security Required \$ _____

Security Posted (Bond, Certified Check, etc.) \$ _____

SIGNATURES & DATE OF ASSESSING OFFICIALS

The Selectmen/Assessing Officials hereby acknowledge receipt of the Notice of Intent to Excavate and certify that:

- All owners of record have signed the Intent;
- If the land is in Current Use, the land use change tax shall be assessed on the non-qualifying land;
- The form is complete; and
- Any bond required under RSA 72-B:5 has been received.

SIGNATURE (IN INK) DATE

SIGNATURE (IN INK) DATE

SIGNATURE (IN INK) DATE

SIGNATURE (IN INK) DATE

SIGNATURE (IN INK) DATE

FOR DRA USE ONLY

SIGNED ORIGINAL COPY - RETAINED BY CITY/TOWN
SIGNED COPY TO - OWNER, RETURNED BY ASSESSING OFFICIALS
SIGNED COPY TO - DEPT. OF REVENUE, MUNICIPAL & PROPERTY DIVISION

Memo

TO: Select Board
Town of Lee

FROM: Jerry Quintal
DRA Certified Assessor
Municipal Resources Inc.
Contracted Assessors' Agents

DATE: October 31, 2016

RE: Notice of Intent to Excavate
Tax Map 35 Lot 009

The attached form was received and reviewed. The applicant owns the land where excavation will occur and it was verified that no outstanding taxes are due. The land is not enrolled in current use and therefore no land use change tax penalty is due. The form appears complete and it is recommended that it be approved.

If there are any questions or additional information desired, please let me know.

NOTICE OF INTENT TO EXCAVATE

RSA 72-B

GENERAL INSTRUCTIONS FOR FILING THIS FORM ON REVERSE

(Assigned by Municipality)

YR TOWN OP#

15	-	255	-	08	-	E
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For Tax Year April 1, _____ to March 31, _____

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

- Town/City of: LEE (ALLEN)
- Tax Map/Block/Lot #: 35-009
- Name of Access Road: RT 152
- Total Acreage of Lot: 79 A
- Date of Permit per RSA 155-E:2: _____
or (Municipal Excavation Permit)
- Date of Report, if required, per RSA 155-E:2, 1 (d): _____
- Permit Number per RSA 485-A:17, if any: _____
(Alteration of Terrain Permit)
- Incidental Construction/155-E Exception: Check if YES
- Total Permitted Area (acres): 79 A
- Excavation Area (acres) as of April 1: 10 A
- Reclaimed Area (acres) as of April 1: 35 A
- Remaining Cubic Yards of Earth to Excavate: 400000 ³yd.
- Type of Ownership:
 - Owner of land
 - Previous owner retaining deeded earth excavation rights
 - Owner of earth or earth excavation rights on public lands (Fed., State, Municipal, etc) or, removes earth from public lands or right-of-ways

15. CHECK THE BOX THAT DESCRIBES THIS INTENT

- ORIGINAL WITH \$100 FEE (check payable to State of New Hampshire)
- ORIGINAL WITH NO FEE (excavation of 1,000 cubic yards or less)
- SUPPLEMENTAL WITH \$100 FEE (exceeding original estimate of 1,000 cubic yards or less)
- SUPPLEMENTAL WITH NO FEE (fee previously paid with original intent)

16. We hereby assume responsibility for reporting all earth excavated within 30 days of completion or by the end of the tax year, whichever comes first. (If a Corporation, an Officer must sign.)

William Chuk 10/19/16
 SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

William Chuk
 PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

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

PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

<u>230 PISCASSIC RD</u>		
MAILING ADDRESS		
<u>NEWFIELDS</u>	<u>NH</u>	<u>03556</u>
CITY OR TOWN	STATE	ZIPCODE
E-MAIL ADDRESS		
<u>603 772-3735</u>	<u>603 583 03556</u>	
HOME PHONE (Enter number without dashes)	CELL PHONE (Enter number without dashes)	

DATE INTENT SENT TO TOWN: 10/19/16

E-MAIL REPORT & CERTIFICATE? YES NO
 If NO, Report and Certificate will be mailed to the address above.

14. DESCRIPTION OF EARTH TO BE EXCAVATED DURING TAX YEAR

EARTH TYPE	ESTIMATED CUBIC YARDS (CY)
GRAVEL	
SAND	<u>400000 ³yd.</u>
LOAM	
STONE PRODUCTS	
OTHER ()	
TOTAL	

TO BE COMPLETED BY ASSESSING OFFICIALS	
Amount of Security Required \$	_____
Security Posted (Bond, Certified Check, etc.) \$	_____
SIGNATURES & DATE OF ASSESSING OFFICIALS	
The Selectmen/Assessing Officials hereby acknowledge receipt of the Notice of Intent to Excavate and certify that:	
1. All owners of record have signed the Intent; 2. If the land is in Current Use, the land use change tax shall be assessed on the non-qualifying land; 3. The form is complete; and 4. Any bond required under RSA 72-B:5 has been received.	
SIGNATURE (IN INK)	DATE
SIGNATURE (IN INK)	DATE
SIGNATURE (IN INK)	DATE
SIGNATURE (IN INK)	DATE
SIGNATURE (IN INK)	DATE

FOR DRA USE ONLY

SIGNED ORIGINAL COPY - RETAINED BY CITY/TOWN
 SIGNED COPY TO - OWNER, RETURNED BY ASSESSING OFFICIALS
 SIGNED COPY TO - DEPT. OF REVENUE, MUNICIPAL & PROPERTY DIVISION

KNOW ALL MEN BY THESE PRESENTS

That the Town of Lee in consideration of Three Hundred and Fifty Dollars paid by Donna May Pevear, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the said parties, their heirs and assigns (1) Grave in the Public Burial Ground, known as the **LEE HILL CEMETERY** situated on Lot H-6 and numbered Grave 6 on the plan, and bounded as follows, to wit:

- On the North by Grave 5 of Lot H-6;
- On the South by Grave 1 of Lot H-7;
- On the East by cemetery access road;
- And on the West by Grave 12 of Lot H-6.

Recorded on a plan entitled Lee Hill Cemetery dated March, 1960, drawn by G. L. Davis Associates, the original of which is on file in the Town office. To have and to hold the said grave(s) to the said Grantee, their heirs and assigns forever, subject, however, to the following Conditions and Limitations:

First. That the said grave(s) shall not be used for any other purpose than as a place of burial for the dead and no tomb shall be erected or constructed on said grave(s) and no trees within the grave(s) or border shall be cut down or destroyed without the consent of the Superintendent of Cemeteries.

Second. That said grave(s) shall be graded, sodded, suitable landmarks of stone erected and the number permanently and legibly marked on the premises by the Superintendent of Cemeteries and that no work shall at any time be done upon or around the said grave(s) by other persons than the proper officers or employees of the Town of Lee except by consent of the Superintendent of Cemeteries.

Third. That no fence, curbing, hedge or other landmark, other than corner posts set by the Superintendent of Cemeteries, shall be placed upon or around said grave(s); no marker shall be set either above or below the level of the turf; no grave shall have more than one marker and no lot more than one monument, such marker or monument to be approved by the Superintendent of Cemeteries before it is contracted for; no grave or lot shall be mounded.

Fourth. That the Superintendent of Cemeteries has the right to forbid or remove any marker, monument or structure deemed objectionable by him.

Fifth. That there shall be no planting of trees/shrubs except by consent of the Cemetery Trustees & Superintendent of Cemeteries. Also, said Town of Lee, in consideration of the above sum paid to them by the Grantee, does further covenant to and with said Grantee and/or their heirs and assigns, that they will forever keep said grave(s) in suitable and good condition, including such monuments which may occupy the site, and further keep in good repair the roads, fences and grounds of the cemetery itself. Except that in no case will the Town of Lee obligate itself to expend a sum in excess of the income from the perpetual care fund.

In Witness Whereof the said Town, by its Selectmen duly authorized, has affixed its seal, and the said Selectmen have subscribed their names this _____ day of _____ in the year _____.

TOWN OF LEE

Mail Deed to:
Donna May Pevear
117 Camp Lee Road
Epping, NH 03042

By: _____

Selectmen

Signed and Sealed in the presence of:

Witness

Witness



State of New Hampshire, Strafford County, personally appeared the above-named Lee Board of Selectmen who in their capacity acknowledged the foregoing instrument to be their voluntary act and deed.

Before me, this _____ day of _____ in the year 20__ by _____,
Notary Public



NOTICE OF ANNUAL MEETING NEW HAMPSHIRE MUNICIPAL ASSOCIATION

TO: NHMA Municipal Member Officials
FROM: Judy A. Silva, NHMA Executive Director
DATE: November 2, 2016

The **2016 NHMA Annual Meeting** will be held in conjunction with the 75th Annual Conference on **Thursday, November 17, 2016, at 2:45 p.m., at the Radisson Hotel/Center of New Hampshire in Manchester.** You do not need to register for the NHMA Annual Conference in order to attend this meeting (but we certainly hope you will, of course—there are some great sessions on the conference schedule).

At the Annual Meeting, each member municipality will have an opportunity to vote for new and returning members of the NHMA Board of Directors. In addition, we will preview the 2017 legislative session and the 2017 programming NHMA is planning for members.

Each member municipality has one vote at the Annual Meeting. Voting delegates need not be determined ahead of time, but should more than one person from a municipality attend the meeting, the voting card will be issued in the following priority determined by the NHMA Directory:

Mayor/Chair of Board of Selectmen/Council Chair
OR
Mayor Pro Tem/Vice or Assistant Mayor/Council Vice Chair
OR
Selectman/Alderman/Councilor
OR
City or Town Manager/Administrative Assistant.

Please see the reverse side for the meeting agenda and the slate of candidates for the board of directors.

Please contact NHMA Staff at NHMAinfo@nhmunicipal.org or 1-800-852-3358 (extension 3408) if you have any questions.

(OVER)

NHMA Annual Meeting

Thursday, November 17, 2015, 2:45 p.m.

Radisson Hotel/Center of New Hampshire

700 Elm Street, Manchester, NH

Agenda

1. Overview of NHMA Activities in 2016
2. Vote: Members of Board of Directors (slate of nominees below)
3. 2017 Activities
 - Legislative Forecast
 - Preview of member programming
4. 2017 Schedule of Board of Directors Meeting Dates (subject to change)

Friday, January 20
Friday, February 17
Friday, March 17
Friday, April 21
Friday, May 19
Friday, June 16

Friday, July 21
Friday, August 18
Friday, September 15
Friday, October 20
Friday, November 17
Friday, December 15

5. Other Business

NHMA BOARD OF DIRECTORS NOMINEES

The NHMA Executive/Nominating Committee nominates the following individuals to the Board of Directors for the terms noted. (* Denotes incumbents.)

Name	Position	Municipality	Appointed or Elected	Term Expires
Dave Caron	*Town Manager	Derry	Appointed	2019
Stephen Fournier	*Town Administrator	Newmarket	Appointed	2019
Priscilla Hodgkins	*Clerk/Tax Collector	New Castle	Elected	2019
Caroline McCarley	Mayor	Rochester	Elected	2019
Jim Maggiore	*Selectman	North Hampton	Elected	2019
Scott Myers	*City Manager	Laconia	Appointed	2019
John Scruton	*Town Administrator	Barrington	Appointed	2019
Teresa Williams	*Town Administrator	Wakefield	Appointed	2019