

## SELECT BOARD MEETING AGENDA

**DATE:** Tuesday, January 3, 2017 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. **ACCEPTANCE OF CHESTNUT WAY PUBLIC HEARING**
4. **FY18 PUBLIC BUDGET HEARING**
5. Julie Glover, Town Administrator
  - a. 2017 Town Warrant – Draft
  - b. FY18 Default Budget - Approval
6. Caren Rossi, Planning & Zoning Administrator & Bill Booth, Building Inspector – Building Permit Fees/Fines  
*Request permission from the Board for the Building Inspector to begin implementing a fine schedule in the amount not to exceed \$300 for those who commencing work at a site before a permit has been issued.*
7. Julie Glover, Town Administrator
  - a. AG Architect's Proposal
  - b. COLA – Retro Payroll Issues
  - c. Rescind SB2 Warrant Public Hearing
  - d. Review new Veterans Tax Credit
  - e. Miscellaneous
8. Selectman Brown – Honoring Firemen  
*Request that the Town honor those Firemen who could not attend the Volunteer Dinner due to a fire with a small gift of appreciation.*
9. Motion to accept the Consent Agenda as presented:

**SIGNATURES REQUIRED**  
Cell Phone Policy Final

**INFORMATION ONLY**  
NHDES Letter re: His Angels Learning Academy  
NH Liquor Commission Notice of Application  
2016 Final DRA Ratio Study Report

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 December 19, 2016.
11. Motion to accept Manifest #13 and Weeks Payroll Ending January 1, 2017.
12. Motion to enter into Non-Public Session – NH RSA 91-A:3 II (a) Personnel x3 Roll Call Vote required  
(b) Review draft ltr from Attorney
13. Motion to seal the Non-Public Session Minutes (if necessary.) Roll Call Vote required.
14. Miscellaneous/Unfinished Business
15. Adjournment

**Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on December 30, 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: 1/3/2017

Agenda Item No. 3

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**1/3/2017**

**Agenda Item Title: Public Hearing for Street Acceptance - Chestnut Way**

**Requested By: Caren Rossi** **12/15/2016**

**Contact Information: [crossi@leenh.org](mailto:crossi@leenh.org)**

**Presented By: Caren Rossi, Planning and Zoning Administrator**

**Description: Request that the Board accept Chestnut Way as a Town-owned and maintained street.**

**Financial Details: The developer, Maple Heights Realty LLC would like to provide a Letter of Credit in the amount of \$50,000 in lieu of a Maintenance Bond and have the Town issue them a check for the amount held in escrow. There is currently \$91,461.07 (+ interest for November 2016) in the escrow account.**

**Legal Authority NH RSA 674:35; 674:40-a (adopted in March 1993); 2009 Subdivision Regulations**

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

**REQUESTED ACTION OR RECOMMENDATIONS:**

**Motion: Move to accept Chestnut Way as a Town-owned street.**

**AND**

**Move to accept the Warranty Deed for conveyance of land and easements for said-street**

## **TOWN OF LEE**

### **Notice of Public Hearing**

**In accordance with Town Meeting vote on 3/10/93, and pursuant to RSA 674-40-a, relative to Street Acceptances, the Select Board shall hold a public hearing on January 3, 2017, at the Public Safety Complex 20 George Bennett Way, in conjunction with its regularly scheduled meeting which starts at 6:30 p.m., to receive comment from the public on the consideration of accepting Chestnut Way (off Hayes Rd.) as a Town street.**



## TOWN OF LEE HIGHWAY DEPARTMENT

7 Mast Road  
Lee New Hampshire 03824



Randy Stevens - Supervisor

Telephone 659-6515

### MEMORANDUM

**To:** The Lee Planning Board /Board of Selectmen

Date: 12/15/16

**From:** Randy Stevens

**Re:** Chestnut Way off of Hayes Rd.

The following are comments reference the acceptance of the above road:

- The construction of this road has been a bit more problematic than some, however, the engineers for the project(Jones and Beach), the Town's engineer (Civil Consultants), the contractor for the job (Jamco), Caren Rossi (Planning and Code Enforcement) and myself have all worked together to resolve the issues. Chestnut Way has some of the best quality gravel that I have seen for years for a base so I believe it will be a good solid road.
- I have read all available reports by Civil Consultants and agree with their findings. I accept Civil Consultants maintenance bond figure as presented. The proposed figure is in line with what the town has requested for a maintenance bond on other subdivision roads in the past.
- I met with the contractor (Jamco) today on site and inspected the work completed on the "punch list" as best as could be seen with the snow and ice on the site. All remaining items per Civil Consultants letter of 11/15/2016 appeared to be taken care of as best as could be seen. If not the town should be able to take care of these relatively minor items with the maintenance bond in the spring.
- It appears that Chestnut Way has been constructed to town specifications and per plan.
- Consider this memo as the Highway Supervisors approval for the acceptance of Chestnut Way as a town road assuming the maintenance bond gets approved as suggested, all off the legal work is in order, and all other necessary department head sign offs are in hand.

Randy Stevens



**CIVIL  
CONSULTANTS**

*Engineers*

*Planners*

*Surveyors*

*P.O. Box 100*

*South Berwick*

*Maine*

*03908*

*207-384-2550*

E-mailed to Town via crossi@leenh.org

30 November 2016

Ms. Caren Rossi  
Town of Lee Planner  
7 Mast Road  
Lee, New Hampshire 03824

Re: **“Chestnut Farms” Subdivision  
Hayes Road, Lee, New Hampshire**

Dear Ms. Rossi:

Pursuant to a request by the town, we have reviewed the project status with respect to road acceptance and a possible maintenance bond figure.

Please be advised that a number of items were noted at the “Final” walk through on 9 November 2016 as needing correction before the Town should accept the roadway. As of 15 November 2016, several of those were still outstanding. *NOTE: Jones & Beach indicated that they would be providing a certification regarding boundary markers by the end of November.*

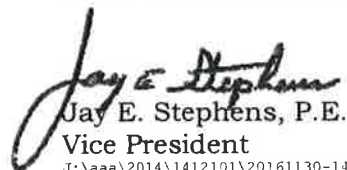
Based on a site visit on 28 November 2016 and discussions with the Town Road Agent, we recommend that the town consider a maintenance bond in the amount of \$50,000. This figure would cover the following repairs/work should they be necessary:

1. Replacing Culvert P-6 (worst case culvert failure)
2. Rebuild Headwall H-2 (worst cast headwall failure)
3. Rebuild Endwall FES-002/add warning marker(s) (at entrance to project)
4. Completely rebuilt a 100'+ section of roadway (worst case failure).
5. Minor surface pavement repairs (delivery/construction equipment damage)
6. Cleaning drainage swales/pipes/detention pond control structures
7. Minor cistern repair

If a bond is provided in the above amount, and the town receives the requisite survey certification, we believe that the town could accept the roadway.

If you have any questions, please call.

Sincerely yours,  
CIVIL CONSULTANTS

  
Jay E. Stephens, P.E.  
Vice President

J:\aaa\2014\1412101\20161130-1412101-mainbondlcr

# JONES & BEACH ENGINEERS INC.

85 Portsmouth Avenue, PO Box 219, Stratham, NH 03885  
603.772.4746 - JonesandBeach.com

December 14, 2016

Lee Planning Board  
Attn: Allan Dennis  
7 Mast Road  
Lee, NH 03824


**RE: Open Space Residential Development  
Hayes Road, Lee, NH  
Tax Map 1, Lots 4-0, 4-5, & 7-0  
Strafford County Registry of Deeds Subdivision Plan 109-054  
JBE Project No. 13084**

Dear Planning Board:

This letter is to serve as a Certificate of Monumentation for lots 4-0, 4-5 & 7-0 as shown on Sheet A1 – Subdivision Plan Overall sheet 2 of 28 of the project referenced above. There were 8 existing monuments on the property and the property has additionally been monumented with 19 Bounds, 49 Pins, and 10 Pins on the property lines or drill holes. The monuments were set as shown on the plans entitled: “Subdivision Plan Overall” – “The Open Space Residential Development” Subdivision, Tax Map 1 Lots 4-0, 4-5, & 7-0 Hayes Road, Lee, NH, for Maple Heights Realty, LLC, prepared by Jones & Beach Engineers Inc., sealed and signed by David C. Collier, LLS 892, dated May 6, 2015, last revision date November 20, 2014.” Said plans were recorded at the Strafford County Registry of Deeds as Plan 109-054.

Please call if you have any questions regarding this matter.

Very truly yours,  
**JONES & BEACH ENGINEERS INC.**



David C. Collier, LLS 892  
Survey Manager

# 2009 Subdivision Regulations

## "Board" = Planning Board

- 15) A reduced copy of the final plan to a 1"=200' scale for the purposes of updating the local tax maps;
- 16) Paid receipts from the soil scientist certifying payment for the services rendered.
- 17) Where a new road is proposed, lots shall be numbered to comply with postal numbering (odd numbers left, even numbers right).

**4:08 Action of the Board:** Within ninety (90) days of the acceptance of the application for subdivision, the Board shall approve, recommend modifications for approval, or disapprove the final plan, unless the time for action has been extended an additional ninety (90) days by the Selectman of the Town of Lee. Reasons for disapproval for a final plan shall be stated in the records of the Board. Approval shall be certified by written endorsement on the plan and signed by the Chairman and/or Secretary of the Planning Board. The applicant will be notified in writing within seventy-two (72) hours of the decision of the Board stating the reasons for approval or disapproval of the final plan.

The applicant may waive the requirement for the Planning Board action within the time period specified and consent to such extension as may be mutually agreeable. The extension agreed upon must be made in written form signed by both the applicant and the Planning Board Chairman and specify the date by which the Board's decision is due.

**4:09 Failure to Act:** If the Planning Board has not obtained an extension from the Selectmen of the Town of Lee, as described in Section 4:08 herein, and has not taken action to approve or disapprove the plan, the applicant can seek an order from the local Board of Selectmen directing the Board to decide within fifteen (15) days. Failure to issue the directive allows the applicant with just cause to invoke action by the Superior court. If the court determines that the proposal complies with existing subdivision regulations, zoning and other ordinances, and if the court determines that the failure to act within the time as specified was the fault of the Planning Board and was not justified, the court may order the Planning Board to pay the applicants reasonable costs, including attorney's fees, incurred in securing such order.

**4:10 Performance Bond:** No subdivision plan filed with the Board shall be approved until the subdivider has filed with the Board an engineer's estimate of costs of streets and roads, public improvements, drainage structures, and other utilities, together with maps, plans and supporting data. The Board may also require bonding for fire protection, community septic and water systems, and landscaping or for any existing public roads or facilities which may be disturbed or damaged during the construction related to the proposed development. A performance bond will be required by the Board to be filed with the Board of Selectmen after consultation with the Planning Board in an amount satisfactory to ensure the completion of the bonded projects. The performance bond may be in the form of a surety bond, issued by a surety company authorized to do business in the State of New Hampshire and/or any combination thereof. The amount of the performance bond shall include fees for inspection of

improvements by the appropriate town agents and consultant's fees and others costs which may be incurred.

Upon completion of improvements and approval by the town agent, surety-covering maintenance of roads and improvements for a period of two (2) years from completions will be required in an amount based upon the cost of such improvements (usually 25% of the total bond). The performance guarantee shall not be released until the Board of Selectmen (after the appropriate inspection) have certified completion of the improvements in substantial accordance with the requirements. No construction of roads or sale of lots shall take place until a bond is posted and accepted by the Selectmen after consultation with the Planning Board. Building permits will not be issued until completion of the base course of paving (See Section 5:03 herein). An Occupancy Permit will not be issued until the driveway is completed and approved (See Section VI herein).

**4:11 Off-site Improvements:** Developers may be required to bear their fair share of the costs of off-site improvements made necessary by the developer. The percentage of the contribution for such improvements will be calculated taking into consideration the following factors: (1) current level of use; (2) anticipated level of use; (3) burden imposed by the development; (4) benefits occurring to the developer; (5) proportion of use resulting from the development.

**4:12 Acceptance of Streets:** New roads may come into being only if the new roads meet the requirements as set forth in the Lee Subdivision Regulations Section V and are approved by the Planning Board and the Selectmen. No street or road will be accepted by the Town of Lee until such a time as all improvements have been carried out as shown on the final plan in accordance with these regulations and subject to any conditions of approval established by the Board at the time of final plan approval.

**4:13 Legal Data Required:** Where applicable to a specific subdivision the following are required in a form as approved by the Town Attorney prior to the approval of a subdivision plan:

- 1) Agreement to convey to the town land to be used for streets and other public purposes, with transfer of title to such interest to be effective on such date as the Town accepts and land by vote of town meeting.
- 2) Easements and right-of-way over property to remain in private ownership rights to drain onto or across other property, whether public or private, including a street or road.
- 3) Performance Bond as described in Section 4:10.

**4:14 Compliance Hearing:** In accordance with RSA 676:4, a compliance hearing will be held when final approval has been granted contingent upon conditions. If all of the conditions are technical (modifications to the mylar, state approvals, etc.), a hearing need not be conducted by the Board. The Mylar may be signed and filed by the designated officer of the Board when



all conditions are met. A compliance hearing must be held when there are a number of conditions for approval or when information which requires Board review and approval must be supplied.

Following a conditional approval, applicant shall have ninety (90) days to satisfy all conditions of approval. Failure to do so shall result in denial of said subdivision application.

4:15 Filing with the Registry of Deeds: An approved subdivision plan shall be recorded with the Registry of Deeds of Strafford County by the Town prior to any sale or transfer of land within the subdivision. Any costs for filing shall be borne by the applicant and shall be paid to the Town upon endorsement of the final plan, prior to the recording.

4:16 Official Map: Recording of an approved subdivision plan shall not constitute acceptance by the Town of any street, private road, easement or open space shown thereon. The recording of subdivision plans which have been approved, as provided herein shall, without further action, modify the official map in accordance therewith.

## **Section V Street Design and Construction Specifications**

5:01 Street Design: Proposed street shall be in harmony and conform with existing and proposed streets. Street patterns shall give due consideration to contour and natural features. Streets should be designed according to the following principals:

- 1) Minimize the overall length;
- 2) Avoid through traffic on residential streets;
- 3) Provide access easily to emergency and service vehicles; and 4) Provide safe and convenient access to residences.

Where required by the Board, provisions shall be made for extension of the street patterns to abutting undeveloped property. Every proposed street in a subdivision including pavement, drainage facilities, curbs, sidewalks and bicycle paths, when required, shall be laid out and constructed as required by these regulations. All road plans shall be approved by the town engineer or the road agent prior to final approval by the Planning Board.

### Design Criteria

1) No street or highway right-of-way shall be less than sixty (60) feet in width. The necessary land shall be deeded to the town.

2) No subdivision approval shall permit more than three accesses onto any existing road. No more than two accesses shall be allowed from any one parcel of land unless frontage along the public right-of-way exceeds 500 feet.

3) Wherever possible, a street should be designed as an interior loop with a single access onto existing roads. A loop shall be defined to contain a minimum interior of two acres. (See diagram #5 below)

4) No natural drainage shall be constructed. Easements shall be obtained where required for such run-off drainage. The town is to be held faultless for any claims for damages which may occur.

5) If a dead end street is constructed; a turnaround must be provided at the closed end with a minimum radius of one hundred and twenty five (125) feet from the center of such turnaround to the outside of the right-of-way. Or a hammerhead type as shown in item #6. A sixty-foot (60) right-of-way shall be left at the end of such a cul-de-sac to any adjacent undeveloped land to permit connection at any future date. (See Diagram) Turnarounds shall be designed with the "P" shape, examples shown below, or as approved by the Road Agent. <sup>4</sup>

6) Street terminations by use of a Hammerhead shall be designed according to the specifications listed below. A minimum number of driveway cuts shall be allowed only when approved by the Road Agent. <sup>4</sup>

7) Grades of all streets shall conform in general to the terrain and shall not exceed seven (7) percent. A street shall have a grade of no less than 1 %.<sup>4</sup>

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4  
4

- 8) Streets shall be laid out to intersect as nearly as possible at right angles.
- 9) Streets entering opposite sides of another street shall be laid out either opposite one another or with a minimum offset of one hundred twenty-five (125) feet between their center lines.
- 10) Minimum sight distance in either direction from an intersection shall be 400 feet.
- 11) Streets, which join or are alignment with streets of abutting or neighboring property shall bear the same name.
- 12) Street names shall not duplicate nor bear phonetic resemblance to the names of existing streets within the Town of Lee and shall be subject to the final approval of the Board of Selectmen.
- 13) No slope, cut or fill shall be any steeper than four (4) horizontal to one (1) vertical. Where the terrain makes this impractical this requirement may be modified upon approval of the town engineer or road agent.
- 14) An attempt should be made to balance fill and cuts where practical and feasible.
- 15) No water shall be permitted to run across the surface of the street but shall be directed into culverts, ditches, or where necessary, catch basins. Culverts shall be of reinforced concrete pipe and shall not be less than twelve (12) inches in diameter. Larger diameters shall be required where suitable drainage calculations indicate the necessity. No aluminum, *steel* or plastic culverts shall be permitted *unless approved by the Road Agent and Town Engineer*. The minimum height of select fill over the high side of a culvert shall be twenty-four (24) inches. Adequate provisions to eliminate erosion and washout shall be provided during and after construction. A maintenance bond will be required (Section 4:10 herein.)
- 16) If curbing is necessary for drainage, it must be straight face granite curbing. Underground drainage must be installed and approved by designated town officials.<sup>4</sup>
- 17) Where streets cross a Wet Soils zone, a special exception must be obtained from the Board of Adjustment.
- 18) Pavement width shall be 22' unless straight face granite curbing is proposed, in the area where its proposed, the pavement width shall be 24'.<sup>4</sup>
- 19) Pavement crown specifications shall be 3/8" /ft minimum pitch to the foot from the center crown of road to the edge of each side of pavement unless adjusted and approved by the Road Agent and Town Engineer.

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<sup>4</sup>  
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20) All driveways within the Right of Way shall be installed with culverts and headwalls as approved by the Road Agent and installed prior to road acceptance.

#### 5:02 Street Improvements

In rural areas, streets shall be paved to the minimum width prescribed above, with shoulders not less than four (4) feet wide. The Board may require a greater width of paving and should for Arterial and Collector streets. In urban village areas, the Board may require a greater width of right-of-way and paving together with curbs and sidewalks.

In the case of subdivision requiring construction of new streets, any existing streets which provide either frontage to new lots or access to new streets shall meet the minimum standards referred to herein.

Where a subdivision requires undue expenditure by the Town to improve existing streets to conform to minimum requirements, the Board may disapprove such subdivision until the Selectmen shall certify that funds for the new improvements have been assured. (See section 4:11 - off-site improvements.) Traffic studies may be required by the Board where reasonable.

#### 5:03 Construction Specifications

All roadways shall be constructed in accordance with the current version of State of New Hampshire's Standard Specifications for Road and Bridge Construction, together with the following additional specifications:

- 1) Road construction shall conform to the typical cross section as provided on page 26.
- 2) The road shall be constructed in the center of the designated right-of-way. Only the minimum width of the right-of-way shall be cleared and grubbed. Such width shall include the paved width, shoulders, the area necessary for sight visibility to the toe of the slope and the area necessary for drainage facilities. Trees and other natural features should be retained where practical.
- 3) a. All topsoil, loam, clay, muck, peat, stumps and other improper road foundation material shall be removed from the limits of the roadbed, including embankments and cut slopes, and replace with bank-run gravel (see typical road x-section) or acceptable sand. This material, as well as material used to fill areas to subgrade level, shall be placed in layers no greater than six (6) inches in depth and compacted per section 3-f below.  
  
b. The sub-base course of such roadbed shall consist of bankrun gravel (see typical road x-section) or acceptable sand free from loam or organic material at least eighteen (18) inches in thickness. No stones exceeding six inches in diameter shall be acceptable. This material shall be placed in layers no greater than six (6) inches in depth and compacted per section 3-f below.

- c. The base course shall consist of crushed gravel (see typical road x-section) to a depth of six (6) inches. This material shall be compacted per section 3-f below.
  - d. Bituminous concrete pavement on all roads shall be placed in two layers (see typical road x-section: Two (2) inches of base (compacted thickness) and, one and one quarter (1 ¼) inches of wearing surface (compacted thickness).
  - e. All materials used in roadways are subject to engineer and road agent approval. The thickness of all material layers is subject to testing by the Town Engineer and/or Town Road Agent.
  - f. The compaction of all roadway materials is subject to testing as directed by the Town Engineer and/or Town Road Agent. Granular materials shall be compacted to 95% of optimum density based upon tests approved by the Town Engineer. All costs associated with these tests to be borne by the developer.
- 4) Delineators/road markers shall be installed to mark corners and intersections. The type, quantity and distance from the road shall be determined by the Road Agent prior to road acceptance. <sup>4</sup>
  - 5) Guard Rails if required, shall be installed on the edge of the shoulder or a minimum of 4 ' from the edge of pavement to the base of the guardrail. <sup>4</sup>
  - 6) Paving shall be completed within one year of the date of the issuance of the first building permit.
  - 7) Occupancy permits shall not be issued until the base course of paving is completed.
  - 8) No paving shall be allowed between the dates of November 15 and April 1 without approval of the town engineer and the road agent.
  - 9) During the construction of the road, the roadway shall be rolled with a vibrator compactor during the cuts and the fills at each stage of gravel placement as recommended by the Town Engineer and/or Town Road Agent.
  - 10) All embankments and cut slopes shall be graded, loamed, raked, seeded, mulched and provisions made to ensure the establishment of vegetation.
  - 11) Any easements for drainage shall be registered with the Strafford county Registry of Deeds and shall be sufficient width to allow maintenance with town equipment.
- Easements shall also be required for any ditch, culvert, waterway or slope constructed outside of the highway right-of-way.

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<sup>4</sup>  
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- 12) The initial cost of road name signs, any necessary speed or traffic signs and/or painted lines shall be borne by the developer; all signs and placement shall be approved by the appropriate town officials.
- 13) A school bus pull-off or turnaround may be required at the intersection of new and existing roads.
- 14) The developer shall plow and maintain the road until it has been officially accepted by the town.

#### 5:04 Approval Process:

- 1) Prior to construction, written application for the acceptance of a street or road shall be made by the owner to the Board. Such application shall be accompanied by a five (5) foot interval contour map showing clearly the method of draining such a street as determined by a registered civil engineer. An estimate by a registered civil engineer of the cost of construction of the proposed road shall also be submitted to the Selectmen for the purpose of determining the amount of the bond to be required.
- 2) During construction, the work will be inspected periodically, according to a predetermined schedule (see schedule of inspection page 19 herein) by the town road agent and a consultant designated by the town, with costs to be borne by the developer.
- 3) The selectmen, after consultation with the Planning Board and the road agent will accept such street or road in compliance with these specifications and procedures.
- 4) In addition, the Planning Board may require that any applicable portion of the Policy Procedure for Driveways and other Accesses to the State Highway System, published by the New Hampshire department of Public Works and Highways, (June 1972) and as such may be amended from time to time be followed. *(Revised Aug 1982)*

- 5) After acceptance and completion of the road, a maintenance bond, the amount determined by the Selectmen after consultation with the Planning Board, shall be required for a period of two years.

Schedule of Inspection for Roadway Construction and Cistern:

Roadway inspection should also include an inspection of erosion and sediment control procedures; an inspection of the on site drainage according to the approved plans; final inspection of the culverts. The consultant should also look for the placement of all boundary stakes and report any deviation in approved plans.

The following inspection schedule should be followed with appropriate approvals by the Town prior to the developer continuing construction. The designated consultant and the road agent should be contacted by the developer at least 24 hours prior to each review period.

- 1) An on-site pre-construction meeting to establish timetables and construction techniques;
- 2) Review after clearing and grubbing and prior to preparation of sub-grade;
- 3) Review after sub-grade preparation and prior to placement of roadway gravel.
- 4) Review after roadway gravel and prior to crushed gravel;
- 5) Review of final grade after crushed gravel and prior to paving.
- 6) Review after each pavement lift.
- 7) Inspection of the cistern during installation.

Prior to release of performance bonding:

- 1) Final review of road and culverts with Town Officials and the developer.
- 2) Review of boundary monumentation as shown on the final plan.

The developer shall be responsible for the cost of any additional inspections as required by the town in order to satisfy the requirements of this ordinance. Any outstanding fees shall be paid, prior to the signing and filing of the final plans.

**SEE ROADWAY CROSS SECTION ON NEXT PAGE.**



**THIS CONVEYANCE IS EXEMPT FROM TRANSFER TAX AND L-CHIP FEES  
PURSUANT TO RSA 78-B:2,I AND RSA 478:17-g, II(a)**

**WARRANTY DEED**

KNOW ALL PERSONS BY THESE PRESENTS, **BOULDERS REALTY CORP.** A New Hampshire corporation, **EQUINE PROPERTIES, LLC**, a New Hampshire limited liability company, and **MAPLE HEIGHTS REALTY, LLC**, a New Hampshire limited liability company, all with a mailing address of 149 Epping Road, Suite 2A, Exeter, New Hampshire 03833, for consideration paid, grants to the **TOWN OF LEE**, a New Hampshire municipal corporation, with a mailing address of 7 Mast Road, Lee, New Hampshire 03861 with **WARRANTY COVENANTS**, the following described premises from Boulders Realty Corp.:

A certain tract or parcel of land located on Chestnut Way, in the Town of Lee, County of Strafford and State of New Hampshire depicted as the roadway, "Chestnut Way" on a plan of land entitled "Subdivision Plan Overall, Open Space Residential Development, Map 1, Lots 4-0, 4-5 & 7-0, Hayes Road, Lee, NH" prepared by Jones & Beach Engineers, Inc. dated 8/13/13 with revision #5 dated 11/20/14 and recorded at the Strafford County Registry of Deeds as Plan Nos. 109-54, 109-55, 109-56, 109-57 and 109-58 (hereinafter "Plan"); said parcels being more particularly bounded and described as follows:

Beginning at a granite bound in the southerly sideline of Hayes Road at the northeasterly corner of Lot 7-1 as shown on said Plan; thence running along said Hayes Road  $N73^{\circ}31'59''E$  a distance of 120.36 feet to a granite bound at Lot 7-28 as shown on said Plan; thence turning and running on a curve to the left with a radius of 30.00 feet and an arc length of 47.51 feet to a granite bound; thence running  $S16^{\circ}31'30''E$  a distance of 157.29 feet to an iron rod at Lot 7-27; thence running  $S16^{\circ}31'30''E$  a distance of 100.00 feet to a granite bound at Lot 7-26; thence running on a curve to the left with a radius of 320.00 feet and an arc length of 188.08 feet to an iron rod at Lot 7-25; thence running still on a curve to the left with a radius of 320.00 feet and an arc length of 156.58 feet to a granite bound at Lot 7-24; thence running  $S78^{\circ}14'12''E$  a distance of 194.62 feet to an iron rod at Lot 7-23; thence running  $S78^{\circ}14'12''E$  a distance of 188.34 feet to a granite bound; thence running on a curve to the right with a radius of 255.00 feet and an arc length of 54.09 feet to an iron rod at Lot 7-22; thence running still on a curve to the right with a radius of 255.00 feet and an arc length of 100.00 feet to an iron rod at Lot 7-21; thence running still on a curve to the right with a radius of 255.00 feet and an arc length of 100.00 feet to Lot 7-20; thence running still on a curve to the right with a radius of 255.00 feet and an arc length of 100.00 feet to an iron rod at Lot 7-19; thence running still on a curve to the right with a radius of 255.00 feet and an arc length of 100.00 feet to an iron rod at Lot 7-18; thence running still on a curve to the right with a radius of 255.00 feet and an arc length of 100.00 feet to an iron rod at the Open Space; thence running still on a curve to the right with a radius of 255.00 feet and an arc length of 46.12 feet to a granite bound; thence running  $S56^{\circ}37'25''E$  a distance of 194.30 feet to a granite bound; thence running on a curve to the left with a radius of 170.00 feet and an arc length of 87.78 feet to a granite bound at Lot 7-17 as shown on said Plan; thence running on a curve to the left with a radius of 25.00 feet and an arc length of 40.37 feet to a granite bound; thence running  $S65^{\circ}29'30''E$  a distance of 39.86 feet to a granite bound; thence running on a curve to the right with a radius of 125.00 feet and an arc length of 589.07 feet to a granite bound; thence running  $N24^{\circ}30'30''E$  a distance of 43.60 feet to an iron rod at Lot 7-12; thence running still  $N24^{\circ}30'30''E$  a distance of 100.900 feet to a granite bound at Lot 7-11; thence running on a curve to the right with a radius of 230.00 feet and an arc length of 128.92 feet to a granite bound; thence running  $N56^{\circ}37'25''E$  a distance of 42.40 feet to an iron rod at Lot 7-10; thence running  $N56^{\circ}37'25''E$  a distance of 151.90 feet to a granite bound; thence

running on a curve to the left with a radius of 195.00 feet and an arc length of 615.20 feet to an granite bound at Lot 7-8; thence running N78°14'12"W a distance of 382.95 to a granite bound; thence running on a curve to the right with a radius of 380.00 feet and an arc length of 409.29 to a granite bound; thence running N16°31'30"W a distance of 257.51 feet to a granite bound; thence running on a curve to the left with a radius of 30.00 feet and an arc length of 47.10 feet to the granite bound at the point of beginning.

**TOGETHER WITH** the following easements, conveyed from Maple Heights Realty, LLC and Equine Properties, LLC, which are shown and noted on said Plan:

1. A Drainage Easement from Maple Heights Realty, LLC over portions of Lots 7-1 and 7-2 as shown on the plan being more particularly bounded and described as follows:

Beginning at a point on the southerly sideline of Hayes Road as shown on said Plan; thence running along said Hayes Road N73°08'08"E a distance of 46.77 feet to a point; thence running still along said Hayes Road N73°31'59"E a distance of 9.65 feet to a point; thence turning and running S22°55'08"W a distance of 99.93 feet; thence turning and running S62°04'52"E a distance of 23.30 feet; thence turning and running S27°55'08"W a distance of 64.31 feet; thence turning and running S12°04'52"E a distance of 102.52 feet; thence turning and running S80°51'42"W a distance of 124.29 feet; thence turning and running S09°08'18"W a distance of 120.94 feet; thence turning and running N66°55'29"E a distance of 71.55 feet; thence turning and running N22°55'08"E a distance of 125.97 feet to Hayes Road at the point of beginning.

2. A Drainage Easement from Maple Heights Realty, LLC over portions of Lots 7-3 and 7-4 as shown on the plan being more particularly bounded and described as follows:

Beginning at an iron rod on the westerly sideline of Chestnut Way at the common boundary line of Lots 7-4 and 7-5 as shown on said plan; thence running along said common boundary line S42°36'17"W a distance of 274.14 feet; thence turning and running N47°23'43"W a

distance of 33.04 feet; thence turning and running N17°23'05"E a distance of 70.04 feet; thence turning and running N57°47'35"W a distance of 29.90 feet; thence turning and running N78°23'45"W a distance of 49.90 feet; thence turning and running N31°45'16"W a distance of 51.57 feet; thence turning and running N58°14'44"E a distance of 122.42 feet; thence turning and running S36°19'34"E a distance of 117.17 feet; thence turning and running N42°36'17"E a distance of 137.72 feet to a point at the sideline of Chestnut Way; thence turning and running along said Chestnut Way on a curve to the left with a radius of 360.00 feet and an arc length of 20.09 feet the iron rod at the point of beginning.

3. A Fire Cistern Easement from Maple Heights Realty, LLC over a portion of Lot 7-9 as shown on said plan being more particularly bounded and described as follows:

Beginning at a point in the westerly sideline of Chestnut Way as shown on said Plan; thence running along said Chestnut Way on a curve to the right with a radius of 195.00 feet and an arc length of 69.03 feet; thence turning and running S77°56'46"W a distance of 16.05 feet; thence turning and running N21°37'13"W a distance of 63.14 feet; thence turning and running N57°39'50"W a distance of 15.41 feet to the point of beginning.

4. A Drainage Easement from Equine Properties, LLC over a portion of Lot 7-13 and from Maple Heights Realty, LLC over a portion of Lot 7-14 as shown on the plan being more particularly bounded and described as follows:

Beginning at an iron rod at the westerly sideline of Chestnut Way at the common boundary line of Lot 7-14 and 7-15 as shown on said Plan; thence running along said common boundary line S57°11'47"W a distance of 374.00 feet; thence turning and running N16°07'47"W a distance of 244.57 feet; thence turning and running N69°27'15"E a distance of 118.09 feet; thence turning and running S16°02'25"E a distance of 197.60 feet; thence turning and running N57°11'47"E a distance of 242.00 feet to a point at the sideline of Chestnut Way; thence turning and running on a curve to the left

with a radius of 125.00 feet and an arc length of 20.31 feet to the iron rod at the point of beginning.

5. A Fire Cistern Easement from Maple Heights Realty, LLC over a portion of Lot 7-28 as shown on said plan being more particularly bounded and described as follows:

Beginning at an iron rod at the easterly sideline of Chestnut Way as shown on said Plan; thence running N74°20'41"E a distance of 12.67 feet; thence turning and running S15°21'05"E a distance of 65.94 feet; thence turning and running S73°28'30"W a distance of 11.32 feet to a point at the sideline of Chestnut Way; thence turning and running along said Chestnut Way N16°31'30"W a distance of 66.12 feet to the iron rod at the point of beginning.

The above drainage easements are conveyed for the purpose of providing proper drainage of the roadway. The above fire cistern easements are for the purpose of providing fire protection.

The Town of Lee and its agents shall be allowed to enter upon the easement areas described above with such personnel and equipment as reasonably necessary to maintain, repair and replace any and all improvements located within the easement areas related to the road, drainage and fire protection.

The Grantor, its successors and assigns, shall not construct, install, place, plant or store anything whatsoever in the above described easement area, other than the planting of grass.

Said easements are perpetual and shall run with the land.

By the acceptance of this deed the Town of Lee assumes no responsibility or liability for the maintenance, repair or replacement of any utilities, either public or private landscaping, ornamental lighting or any equipment, parts or appurtenances attached or affixed thereto, which are or might be located, constructed or installed within the roadways hereinabove conveyed to the Town of Lee.

Meaning and intending to describe and convey a portion of the same premises conveyed to Maple Heights Realty, LLC by deed of Marsha Putnam dated May 11, 2015 and recorded at the

Strafford County Registry of Deeds at Book 4292, Page 0036. See also deeds from Maple Heights Realty, LLC to Boulders Realty Corp. dated May 21, 2015 and recorded at Book 4295, Page 340 and deed to Equine Properties, LLC dated May 21, 2015 and recorded at Book 4295, Page 343.

**EXECUTED** this 1st day of Dec, 2016.

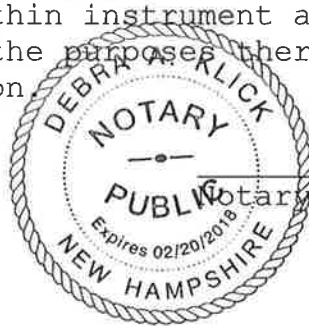
**BOULDERS REALTY CORP.**

[Signature]  
Witness

By: [Signature]  
W. Turner Porter, Jr.  
President, Duly authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, ss

On this 1st day of December, 2016, before me, personally appeared W. Turner Porter, Jr., in his capacity as President of Boulders Realty Corp., known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained on behalf of the corporation



[Signature]  
Notary Public/Justice of the Peace

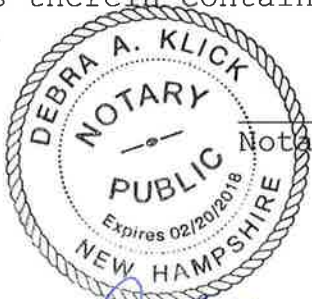
**EQUINE PROPERTIES, LLC**

[Signature]  
Witness

By: [Signature]  
W. Turner Porter, Jr.  
Manager, Duly authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, ss

On this 1st day of December, 2016, before me, personally appeared W. Turner Porter, Jr., in his capacity as Manager of Equine Properties, LLC known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained on behalf of the limited liability company.



[Signature]  
Notary Public/Justice of the Peace

**MAPLE HEIGHTS REALTY, LLC**

[Signature]  
Witness

By: [Signature]  
W. Turner Porter, Jr.  
Manager, Duly authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM, ss

On this 1st day of December, 2016, before me, personally appeared W. Turner Porter, Jr., in his capacity as Manager of Maple Heights Realty, LLC known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained on behalf of the limited liability company.



[Signature]  
Notary Public/Justice of the Peace

Accepted by the Town of Lee by vote of the Board of Selectmen on \_\_\_\_\_, 2016.

TOWN OF LEE  
BY ITS BOARD OF SELECTMEN

\_\_\_\_\_  
Scott Bugbee, Chairman

\_\_\_\_\_  
John Lacourse, Selectman

\_\_\_\_\_  
Cary Brown, Selectman

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD, ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, personally appeared Scott Bugbee, John Lacourse and Cary Brown, duly authorized Selectmen of the Town of Lee, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained on behalf of the Town of Lee.

\_\_\_\_\_  
Notary Public/Justice of the Peace

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21. To see if the Town will vote to establish a Capital Reserve Fund under the provisions of RSA 35 for the purpose of land purchase, construction and upgrade of new recreation facilities, such as ball fields, parks, bleachers, community recreation facilities, etc and to further raise and appropriate the sum of five thousand dollars (\$5,000) to be deposited with the Trustees of the Trust Funds.

22. To see if the Town will vote to raise and appropriate the sum of ten thousand (\$10,000) to be deposited in the Internal Service Fund for Accrued Benefits.

\* 23. To see if the Town will vote to authorize the Board of Selectmen to accept the dedication of any street shown on a subdivision plat approved by the Planning Board, provided that such street has been constructed to applicable town specifications as determined by the Board of Selectmen or their agent.

24. To see if the Town will vote to authorize the Board of Selectmen to accept a town road known as Plummer Lane in accordance with RSA 229:1 in the absence of a signed deed from the developer turning Plummer Lane over to the Town.

25. To see if the town will vote to adopt the Solid Waste Ordinance proposed by the Solid Waste

Committee and enforced with respect to operation of the Recycling Center within the Town of Lee.

26. To see if the Town will vote to authorize the Selectmen to convey any real estate acquired by the Town by Tax Collector's deed. Such conveyance shall be by deed following a public auction, or the property may be sold by advertised sealed bids, or may be otherwise disposed of as justice may require, pursuant to RSA 80:80.

27. To see if the town will vote to authorize the Selectmen to accept on behalf of the Town gifts, legacies and devises which may become available during the year for any public purpose, including the establishment, maintenance and care of libraries, reading rooms, schools, parks, cemeteries and burial lots, etc. as permitted by RSA 31:19.

28. To see if the Town will vote to authorize the Selectmen to sell surplus equipment valued at less than five hundred dollars (\$500) at private sale and to sell surplus equipment valued at more than five hundred dollars (\$500) at public auction or by advertised sealed bids. If the property remains unsold, to sell the remaining property through private sale.

29. To see if the Town will vote to authorize the Selectmen to apply for, accept and expend, without further action of Town Meeting, money from the

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TOWN OF LEE  
FY18 PROPOSED BUDGET  
JAN. 3, 2017 PUBLIC HEARING

Account	Description	FY 2016		FY 2017		FY2018		
		Final Budget	Pre-Audit Actuals	Adjusted Budget	YTD Actuals	Dept Head Request	3C Recommendation	Selectmen
01.41301.111.00	BOS - Town Administrator Salary	70,053.60	70,053.60	73,754.11	33,157.66	73,752.00	73,752.00	73,752.00
01.41301.112.00	BOS - Town Secretary Wages	43,006.32	44,502.55	43,436.38	21,334.80	44,285.00	43,590.55	43,436.00
01.41301.122.00	BOS - Temporary Employee Wages	3,500.00	0.00	3,500.00	4,303.47	3,500.00	3,500.00	3,500.00
01.41301.130.00	BOS - Overtime	4,545.00	2,551.46	3,500.00	1,543.29	3,500.00	3,500.00	3,500.00
01.41301.142.00	BOS - Selectboard Salary	6,000.00	6,000.00	6,000.00	3,000.00	6,000.00	6,000.00	6,000.00
01.41301.550.00	BOS - Town Report	4,000.00	3,711.58	4,000.00	0.00	2,500.00	2,500.00	2,500.00
01.41301.582.00	BOS - Conference	200.00	25.00	200.00	0.00	200.00	200.00	200.00
	<b>BOS</b>	<b>131,304.92</b>	<b>126,844.19</b>	<b>134,390.49</b>	<b>63,339.22</b>	<b>133,737.00</b>	<b>133,042.55</b>	<b>132,888.00</b>
01.41401.142.00	Elections & Regis. - Moderator Salary	600.00	1,128.13	800.00	781.25	400.00	400.00	400.00
01.41401.143.00	Elections & Regis. - Supervisors of the Checklist	2,400.00	3,298.26	3,600.00	2,528.96	3,200.00	3,200.00	3,200.00
01.41401.143.01	Elections & Regis. - Ballot Clerks	2,000.00	1,262.84	2,500.00	1,520.71	1,600.00	1,600.00	1,600.00
01.41401.441.00	Elections & Regis. - Town Meeting Expense	750.00	300.00	400.00	0.00	400.00	400.00	400.00
01.41401.540.00	Elections & Regis. - Legal Notices	200.00	259.33	200.00	226.82	300.00	300.00	300.00
01.41401.550.00	Elections & Regtis. - Printing (Ballots)	3,000.00	2,929.40	4,000.00	2,020.21	3,000.00	3,000.00	3,000.00
01.41401.561.00	Elections & Registrations - Training	0.00	0.00	0.00	120.00	0.00	0.00	0.00
01.41401.581.00	Elections & Regis. - Mileage	50.00	52.11	50.00	0.00	50.00	50.00	50.00
01.41401.605.00	Elections & Regis. - Postage	100.00	0.48	100.00	0.00	50.00	50.00	50.00
01.41401.630.00	Elections & Regis. - Meals	700.00	450.29	800.00	108.99	600.00	600.00	600.00
	<b>Elections &amp; Reg</b>	<b>9,800.00</b>	<b>9,680.84</b>	<b>12,450.00</b>	<b>7,306.94</b>	<b>9,600.00</b>	<b>9,600.00</b>	<b>9,600.00</b>
01.41411.114.00	TC/TC - Deputy Wages PT	17,470.13	21,415.71	18,411.00	9,871.21	23,470.00	23,064.49	23,922.08
01.41411.115.00	TC/TC - Assistant Wages PT	5,843.00	0.00	5,000.00	0.00	0.00	0.00	0.00
01.41411.141.00	TC/TC - Salary	48,634.71	48,634.71	49,122.00	22,939.88	48,635.00	49,121.00	49,121.00
01.41411.311.00	TC/TC - Lien Searches	1,500.00	357.49	2,200.00	0.00	2,000.00	2,000.00	2,000.00
01.41411.330.00	TC/TC - Telephone	400.00	26.87	400.00	0.00	300.00	300.00	300.00
01.41411.331.00	TC/TC - Software	0.00	0.00	7,812.00	7,891.00	7,900.00	7,900.00	7,900.00
01.41411.540.00	TC/TC - Legal Notices/Advertising	250.00	320.28	250.00	0.00	330.00	330.00	330.00
01.41411.560.00	TC/TC - Dues & Subscriptions	80.00	205.00	80.00	80.00	80.00	80.00	80.00
01.41411.561.00	TC/TC - Training	1,000.00	260.00	750.00	0.00	750.00	750.00	750.00
01.41411.581.00	TC/TC - Mileage	1,350.00	846.14	1,350.00	0.00	1,350.00	1,350.00	1,350.00
01.41411.582.00	TC/TC - Conference/Travel	250.00	603.33	250.00	216.25	250.00	250.00	250.00
01.41411.583.00	TC/TC - Registry Redemptions	500.00	231.46	500.00	26.00	500.00	500.00	500.00
01.41411.605.00	TC/TC - Postage	6,300.00	4,325.32	5,000.00	0.00	5,000.00	5,000.00	5,000.00
01.41411.610.00	TC/TC - Dog Tags	350.00	192.27	350.00	0.00	300.00	300.00	300.00
01.41411.611.00	TC/TC - Office Supplies	2,000.00	2,613.54	2,800.00	1,052.74	2,800.00	2,800.00	2,800.00
	<b>TC/TC</b>	<b>85,927.84</b>	<b>80,032.12</b>	<b>94,275.00</b>	<b>42,077.08</b>	<b>93,665.00</b>	<b>93,745.49</b>	<b>94,603.08</b>
01.41501.111.00	Fin. Admin. - Finance Officer Salary	48,480.00	48,480.00	48,965.00	22,866.89	49,450.00	48,965.00	48,965.00
01.41501.115.00	Fin. Admin. - Accounting Assistant Wages	0.00	0.00	0.00	0.00	14,976.00	14,976.00	14,976.00
01.41501.142.00	Fin. Admin. - Treasurer Salary PT	5,116.00	5,116.00	5,116.00	2,371.84	5,116.00	5,116.00	5,116.00
01.41501.321.00	Fin. Admin - Professional Audit	14,000.00	12,950.00	14,000.00	5,911.53	12,000.00	12,000.00	12,000.00
01.41501.336.00	Fin. Admin. - Interest	0.00	0.00	0.00	36.97	0.00	0.00	0.00
01.41501.540.00	Fin. Admin. - Legal Notices/Advertising	1,800.00	1,475.99	1,000.00	779.78	1,500.00	1,500.00	1,500.00
01.41501.550.00	Fin. Admin. - Printing	2,000.00	2,166.10	2,000.00	0.00	2,000.00	2,000.00	2,000.00
01.41501.560.00	Fin. Admin. - Dues & Subscriptions	4,800.00	3,904.00	4,000.00	4,034.00	4,000.00	4,000.00	4,000.00
01.41501.561.00	Fin. Admin. - Training	2,000.00	1,195.03	0.00	2,464.70	500.00	500.00	500.00
01.41501.581.00	Fin. Admin. - Mileage	1,500.00	527.75	1,000.00	318.93	1,000.00	500.00	500.00
01.41501.582.00	Fin. Admin. - Conference/Travel	1,200.00	1,700.41	1,200.00	270.00	1,500.00	1,500.00	1,500.00
01.41501.605.00	Fin. Admin. - Postage/IT	3,000.00	2,880.56	2,000.00	3,332.91	2,500.00	2,500.00	2,500.00
01.41501.611.00	Fin. Admin. - Office Supplies	4,000.00	1,831.84	3,000.00	1,278.17	2,000.00	2,000.00	2,000.00
01.41501.612.00	Fin. Admin. - Kitchen Supplies	200.00	198.41	0.00	135.13	200.00	200.00	200.00

TOWN OF LEE  
 FY18 PROPOSED BUDGET  
 JAN. 3, 2017 PUBLIC HEARING

Account	Description	FY 2016		FY 2017		FY2018		
		Final Budget	Pre-Audit Actuals	Adjusted Budget	YTD Actuals	Dept Head Request	3C Recommendation	Selectmen
01.41501.640.00	Fin. Admin. - Reference Materials	0.00	142.00	200.00	0.00	200.00	200.00	200.00
01.41501.750.00	Fin. Admin. - New Equipment	500.00	302.99	500.00	0.00	500.00	500.00	500.00
	<b>Financial Administration</b>	<b>88,596.00</b>	<b>82,871.08</b>	<b>82,981.00</b>	<b>43,800.85</b>	<b>97,442.00</b>	<b>96,457.00</b>	<b>96,457.00</b>
01.41502.330.01	Fin. Admin. - Telephone - Landlines	1,200.00	1,509.41	1,800.00	581.32	1,600.00	1,600.00	1,600.00
01.41502.331.00	Fin. Admin. - Computer Software	1,000.00	23.88	1,000.00	0.00	500.00	500.00	500.00
01.41502.332.00	Fin. Admin. - Computer Services	38,500.00	34,831.62	35,000.00	16,264.05	35,000.00	35,000.00	35,000.00
01.41502.333.00	Fin. Admin. - PEG Access	1,000.00	0.00	500.00	0.00	500.00	500.00	500.00
01.41502.334.00	Fin. Admin. - Software Support Services	24,500.00	26,577.00	15,400.00	17,427.43	15,000.00	15,000.00	15,000.00
01.41502.341.00	Fin. Admin. - Printer/Copier/Fax Lease Agreeme	8,200.00	8,244.05	8,200.00	3,418.02	5,500.00	5,500.00	5,500.00
01.41502.342.00	Fin. Admin. - Alarms	1,500.00	1,885.00	1,500.00	2,008.00	1,500.00	1,500.00	1,500.00
01.41502.430.00	Fin. Admin. - M & R	2,500.00	1,227.88	2,500.00	0.00	2,000.00	2,000.00	2,000.00
01.41502.561.00	Fin. Admin. - Training	0.00	0.00	2,000.00	71.78	2,000.00	2,000.00	2,000.00
01.41502.750.00	Fin. Admin. - Computer Hardware (New Equipm	3,000.00	2,774.08	11,000.00	130.75	3,000.00	3,000.00	3,000.00
	<b>IT</b>	<b>81,400.00</b>	<b>77,072.92</b>	<b>78,900.00</b>	<b>39,901.35</b>	<b>66,600.00</b>	<b>66,600.00</b>	<b>66,600.00</b>
01.41521.320.00	Assessing - Assessing Firms	30,000.00	27,600.00	31,200.00	15,750.00	31,200.00	31,200.00	31,200.00
01.41521.581.00	Assessing - Mileage	600.00	448.73	500.00	132.84	500.00	500.00	500.00
	<b>Assessing</b>	<b>30,600.00</b>	<b>28,048.73</b>	<b>31,700.00</b>	<b>15,882.84</b>	<b>31,700.00</b>	<b>31,700.00</b>	<b>31,700.00</b>
01.41531.000.00	Legal Expense - General	17,000.00	8,801.64	20,000.00	236.25	10,000.00	10,000.00	10,000.00
01.41531.000.01	Legal Expense - P & Z	0.00	0.00	0.00	0.00	5,000.00	5,000.00	5,000.00
01.41531.000.02	Legal Expense - Fairpoint	0.00	2,093.24	5,000.00	1,042.04	0.00	0.00	0.00
	<b>Legal</b>	<b>17,000.00</b>	<b>10,894.88</b>	<b>25,000.00</b>	<b>1,278.29</b>	<b>15,000.00</b>	<b>15,000.00</b>	<b>15,000.00</b>
01.41551.190.00	Personnel Admin. - Bonus	19,306.33	13,975.83	0.00	0.00	0.00	0.00	0.00
01.41551.191.00	Personnel Admin. - Pay in Lieu of Vacation	5,000.00	4,476.40	15,288.00	846.80	15,000.00	15,000.00	15,000.00
01.41551.211.00	Personnel Admin. - Health Insurance	455,380.00	372,054.00	403,000.00	179,803.10	359,000.00	359,000.00	359,000.00
01.41551.211.01	FSA - through Health Trust	0.00	414.25	0.00	165.00	690.00	690.00	690.00
01.41551.215.00	Personnel Admin. - Health Insurance Buy Out	4,000.00	11,650.62	7,634.00	5,640.13	17,000.00	17,000.00	17,000.00
01.41551.216.00	Personnel Admin. - Dental Insurance	0.00	21,888.00	24,000.00	1,029.65	20,700.00	20,700.00	20,700.00
01.41551.220.00	Personnel Admin. - SS	59,721.30	50,964.00	55,550.00	28,473.20	62,000.00	62,000.00	62,000.00
01.41551.225.00	Personnel Admin. - MC	22,492.70	19,299.00	21,210.00	10,197.34	22,000.00	22,000.00	22,000.00
01.41551.230.00	Personnel Admin. - Retirement - Group I	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01.41551.230.01	Personnel Admin. - Retirement - Group I	70,498.00	62,253.00	65,650.00	36,384.34	72,000.00	72,000.00	72,000.00
01.41551.230.02	Personnel Admin. - Retirement - Group II Police	143,332.90	117,656.00	132,310.00	50,018.99	132,000.00	132,000.00	132,000.00
01.41551.230.03	Personnel Admin. - Retirement - Group II Fire	0.00	29,524.00	30,300.00	14,796.87	33,000.00	33,000.00	33,000.00
01.41551.250.00	Personnel Admin. - Unemployment	4,007.00	4,143.96	4,500.00	3,067.00	4,500.00	4,500.00	4,500.00
01.41551.260.00	Personnel Admin. - Worker's Compensation	43,343.00	43,736.00	44,000.00	10,928.00	39,200.00	39,200.00	39,200.00
01.41551.299.00	Personnel Admin. - Fire Accident & Health Ins.	5,461.00	5,461.00	5,461.00	5,461.00	5,461.00	5,461.00	5,461.00
01.41551.415.00	Personnel Admin. - Background Check	0.00	0.00	200.00	316.00	300.00	300.00	300.00
01.41551.615.00	Personnel Admin. - Special Awards/Flowers	500.00	523.21	500.00	275.00	500.00	500.00	500.00
01.41551.630.00	Personnel Admin. - Food/Meetings	500.00	0.00	250.00	0.00	250.00	250.00	250.00
	<b>Personnel Admin</b>	<b>833,542.23</b>	<b>758,019.27</b>	<b>809,853.00</b>	<b>347,402.42</b>	<b>783,601.00</b>	<b>783,601.00</b>	<b>783,601.00</b>
01.41911.112.00	P & Z - Administrator Wages	50,689.88	51,420.70	51,197.00	23,779.95	51,079.52	51,393.41	51,196.50
01.41911.130.00	P & Z - Overtime	3,535.00	393.13	1,000.00	1,033.10	1,500.00	1,500.00	1,500.00
01.41911.330.01	P & Z - Telephone - Landline	1,600.00	677.88	800.00	413.02	880.00	880.00	880.00
01.41911.330.03	P & Z - Telephone - Cell Phone Reimbursement	0.00	720.00	720.00	0.00	720.00	720.00	720.00
01.41911.331.00	P & Z - Software	0.00	0.00	1,185.00	1,257.00	1,185.00	1,185.00	1,185.00
01.41911.332.00	P & Z - Outside Consulting	1,050.00	175.00	1,050.00	0.00	1,050.00	1,050.00	1,050.00
01.41911.350.00	P & Z - Legal Expense	30,000.00	13,940.83	30,000.00	4,323.32	25,000.00	25,000.00	25,000.00

TOWN OF LEE  
FY18 PROPOSED BUDGET  
JAN. 3, 2017 PUBLIC HEARING

Account	Description	FY 2016		FY 2017		FY2018		
		Final Budget	Pre-Audit Actuals	Adjusted Budget	YTD Actuals	Dept Head Request	3C Recommendation	Selectmen
01.41911.430.00	P & Z - Vehicle M & R	850.00	1,415.51	2,000.00	815.26	850.00	850.00	850.00
01.41911.444.00	P & Z - Equipment Lease	2,500.00	3,002.15	2,650.00	902.28	3,200.00	3,200.00	3,200.00
01.41911.501.00	P & Z - Strafford County Regional Planning	5,020.03	5,020.03	5,025.05	5,025.05	5,075.30	5,075.30	5,075.30
01.41911.502.00	P & Z - Recording Fees	50.00	3.00	50.00	0.00	50.00	50.00	50.00
01.41911.540.00	P & Z - Legal Notices & Advertising	5,400.00	6,027.61	4,500.00	8,288.06	6,300.00	6,300.00	6,300.00
01.41911.560.00	P & Z - Dues & Subscriptions	400.00	35.00	400.00	75.00	400.00	400.00	400.00
01.41911.561.00	P & Z - Training	1,000.00	130.00	1,000.00	522.50	1,000.00	1,000.00	1,000.00
01.41911.581.00	P & Z - Mileage	100.00	0.00	100.00	0.00	100.00	100.00	100.00
01.41911.605.00	P & Z - Postage	1,900.00	493.74	1,700.00	0.00	1,700.00	1,700.00	1,700.00
01.41911.611.00	P & Z - Office Supplies	1,100.00	1,065.98	1,100.00	1,124.81	1,100.00	1,100.00	1,100.00
01.41911.621.00	P & Z - Heat	0.00	66.25	0.00	0.00	0.00	0.00	0.00
01.41911.622.00	P & Z - Electricity	1,250.00	774.43	1,250.00	493.53	1,250.00	1,250.00	1,250.00
01.41911.626.00	P & Z - Gas/Oil Vehicle	950.00	290.52	950.00	116.66	950.00	950.00	950.00
01.41911.640.00	P & Z - Resource Materials	250.00	334.96	250.00	58.00	250.00	250.00	250.00
01.41911.750.00	P & Z - New Equipment	300.00	0.00	300.00	472.49	300.00	300.00	300.00
	<b>P&amp;Z</b>	<b>107,944.91</b>	<b>85,986.72</b>	<b>107,227.05</b>	<b>48,700.03</b>	<b>103,939.82</b>	<b>104,253.71</b>	<b>104,056.80</b>
01.41941.112.00	Govt. Buildings - Maintenance Wages FT	38,784.97	39,145.44	39,173.00	18,321.96	30,000.00	30,000.00	30,000.00
01.41941.115.00	Govt. Buildings - Maintenance Wages PT	12,625.00	10,833.17	12,752.00	6,531.30	23,634.00	23,634.00	23,634.00
01.41941.130.00	Govt. Buildings - Overtime	808.00	279.80	800.00	0.00	0.00	0.00	0.00
01.41941.330.03	Govt. Buildings - Telephone - Cell Phone Reimb	360.00	360.00	360.00	90.00	360.00	360.00	360.00
01.41941.424.00	Govt. Buildings - Landscape	500.00	442.29	500.00	81.79	500.00	500.00	500.00
01.41941.430.00	Govt. Buildings - M & R	15,000.00	18,905.71	17,000.00	7,164.30	20,000.00	20,000.00	20,000.00
01.41941.441.00	Govt. Buildings - Uniforms	300.00	249.49	300.00	122.33	400.00	400.00	400.00
01.41941.581.00	Govt. Buildings - Mileage	500.00	417.97	500.00	68.04	500.00	500.00	500.00
01.41941.610.01	Govt. Buildings - Supplies	6,370.00	3,471.90	6,000.00	2,192.93	4,000.00	4,000.00	4,000.00
01.41941.610.02	Govt. Buildings - Supplies - Energy Committee	200.00	0.00	200.00	0.00	700.00	9,900.00	9,900.00
01.41941.610.03	Govt. Buildings - Supplies - Sustainability Commr	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00
01.41941.613.01	Govt. Buildings - Water - Safety Complex	0.00	220.71	100.00	10.14	100.00	100.00	100.00
01.41941.613.02	Govt. Buildings - Bottled Water - Town Hall	800.00	130.74	800.00	25.35	200.00	200.00	200.00
01.41941.622.01	Govt. Buildings - Electricity - Caution Lights	0.00	690.12	720.00	292.02	720.00	720.00	720.00
01.41941.622.03	Govt. Buildings - Electricity - Tennis Court	0.00	347.71	360.00	145.52	360.00	360.00	360.00
01.41941.622.04	Govt. Buildings - Electricity - Town Hall	6,000.00	2,450.33	4,000.00	1,179.08	3,500.00	3,500.00	3,500.00
01.41941.622.05	Govt. Buildings - Electricity - Triangle - Holiday	0.00	88.96	150.00	35.00	150.00	150.00	150.00
01.41941.622.06	Govt. Buildings - Electricity - Vault	0.00	258.14	300.00	115.84	300.00	300.00	300.00
01.41941.623.00	Govt. Buildings - Heat - Town Hall Complex	6,000.00	4,093.04	4,000.00	788.21	4,000.00	4,000.00	4,000.00
01.41941.760.00	Govt. Buildings - JLSC	500.00	0.00	500.00	0.00	500.00	500.00	500.00
	<b>Govt Buildings</b>	<b>88,747.97</b>	<b>82,385.52</b>	<b>88,515.00</b>	<b>37,163.81</b>	<b>89,924.00</b>	<b>100,124.00</b>	<b>100,124.00</b>
01.41951.112.00	Cemetery - Labor	800.00	0.00	0.00	0.00	0.00	0.00	0.00
01.41951.114.00	Cemetery - Superintendent Salary	600.00	600.00	600.00	300.00	600.00	600.00	600.00
01.41951.430.00	Cemetery - M & R	4,500.00	5,965.96	5,400.00	150.00	0.00	0.00	0.00
01.41951.605.00	Cemetery - Postage	0.00	0.93	0.00	0.00	0.00	0.00	0.00
01.41951.610.00	Cemetery - Flags	414.00	612.96	0.00	0.00	0.00	0.00	0.00
01.41951.611.00	Cemetery - Office Supplies	800.00	78.51	0.00	0.00	0.00	0.00	0.00
01.41951.626.00	Cemetery - Gas/Oil/Fuel	0.00	47.52	0.00	0.00	0.00	0.00	0.00
01.41951.740.00	Cemetery - Capital Improvements, Fences, etc.	1,000.00	5,285.88	0.00	0.00	5,400.00	5,400.00	5,400.00
01.41951.753.00	Cemetery - Memorial Replacement	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Cemetery</b>	<b>13,114.00</b>	<b>12,591.76</b>	<b>6,000.00</b>	<b>450.00</b>	<b>6,000.00</b>	<b>6,000.00</b>	<b>6,000.00</b>
01.41961.000.00	Insurance - Property Liability	43,274.00	43,205.00	45,500.00	45,474.00	42,495.00	42,495.00	42,495.00

TOWN OF LEE  
 FY18 PROPOSED BUDGET  
 JAN. 3, 2017 PUBLIC HEARING

Account	Description	FY 2016		FY 2017		FY2018		
		Final Budget	Pre-Audit Actuals	Adjusted Budget	YTD Actuals	Dept Head Request	3C Recommendation	Selectmen
01.41991.000.00	Other General Government	0.00	0.00	30,000.00	10,673.69	0.00	40,000.00	40,000.00
01.41991.111.00	Other Gen. Govt. - Retro. Increase	0.00	0.00	(21,902.80)	0.00	0.00	0.00	0.00
	<b>Other General Government</b>	<b>0.00</b>	<b>0.00</b>	<b>8,097.20</b>	<b>10,673.69</b>	<b>0.00</b>	<b>40,000.00</b>	<b>40,000.00</b>
01.42101.111.00	Police - Chief Salary	80,280.12	79,223.01	80,280.12	37,734.30	80,280.12	80,800.00	80,800.00
01.42101.112.01	Police - Sergeant Wages	56,939.76	9,268.93	99,964.80	0.00	56,376.00	0.00	0.00
01.42101.112.02	Police - Senior Patrol Wages	99,117.36	73,408.30	99,117.36	34,086.88	147,549.60	97,788.77	97,414.09
01.42101.112.03	Police - Patrol Wages	189,852.02	209,998.60	150,326.98	75,793.35	96,613.85	139,312.62	138,778.85
01.42101.112.04	Police - Secretary Wages	42,493.93	43,161.19	42,493.93	20,239.41	46,800.00	46,915.97	45,839.66
01.42101.112.05	Police - Officer Holiday Pay	14,569.40	11,782.80	14,569.40	7,045.28	14,569.40	14,569.40	14,210.88
01.42101.112.06	Police - Corporal	0.00	14,073.62	0.00	0.00	50,211.20	50,908.36	50,710.40
01.42101.112.07	Police - Prosecutor	0.00	10,863.00	0.00	24,027.51	0.00	0.00	0.00
01.42101.115.01	Police - PT Patrol Officer	0.00	1,056.00	0.00	15,072.80	34,944.00	33,612.80	33,612.80
01.42101.130.01	Police - Officer Overtime	17,246.10	18,961.61	17,246.10	8,009.39	20,000.00	20,000.00	20,000.00
01.42101.130.02	Police - Secretary Overtime	0.00	695.94	0.00	156.25	0.00	0.00	0.00
01.42101.320.00	Police - CALEA	4,000.00	0.00	0.00	0.00	0.00	0.00	0.00
01.42101.330.01	Police - Telephone - Landlines	4,250.00	2,012.04	5,625.60	847.62	5,625.60	5,625.60	5,625.60
01.42101.330.02	Police - Telephone - Cell Phones	0.00	3,018.12	0.00	1,120.71	0.00	0.00	0.00
01.42101.330.03	Police - Telephone - Cell Phone Reimbursement	0.00	360.00	0.00	310.08	0.00	0.00	0.00
01.42101.335.00	Police - Evidence	300.00	522.79	300.00	406.41	300.00	300.00	300.00
01.42101.350.00	Police - Attorney	7,133.33	0.00	0.00	0.00	0.00	0.00	0.00
01.42101.431.00	Police - Vehicle Repair	13,500.00	12,616.40	13,500.00	12,317.59	13,500.00	13,500.00	13,500.00
01.42101.432.00	Police - Radio Repair	1,100.00	774.00	1,950.00	166.00	1,950.00	1,950.00	1,950.00
01.42101.441.00	Police - Uniforms	3,600.00	10,977.47	5,000.00	3,952.60	5,000.00	5,000.00	5,000.00
01.42101.444.00	Police - Lease Agreements/Contracts	12,800.00	11,165.25	13,500.00	2,420.97	16,412.64	16,412.64	16,412.64
01.42101.555.00	Police - Printing	1,500.00	57.66	1,000.00	227.40	1,000.00	1,000.00	1,000.00
01.42101.560.00	Police - Dues	500.00	100.00	500.00	0.00	500.00	500.00	500.00
01.42101.561.00	Police - Training	4,500.00	3,672.03	5,500.00	3,016.29	7,500.00	7,500.00	7,500.00
01.42101.611.00	Police - Supplies	2,500.00	4,008.12	3,500.00	657.90	3,500.00	3,500.00	3,500.00
01.42101.621.00	Police - Heat	8,000.00	3,664.78	8,000.00	611.67	8,000.00	8,000.00	8,000.00
01.42101.622.00	Police - Electricity	10,250.00	8,988.83	10,250.00	3,890.94	10,250.00	10,250.00	10,250.00
01.42101.626.00	Police - Gas/Oil/ Vehicles	27,000.00	16,454.18	27,000.00	11,395.88	27,000.00	27,000.00	27,000.00
01.42101.750.00	Police - New Equipment	7,000.00	25,428.43	43,200.00	40,097.28	43,200.00	43,200.00	43,200.00
	<b>Police</b>	<b>608,432.02</b>	<b>576,313.10</b>	<b>642,824.29</b>	<b>303,604.51</b>	<b>691,082.41</b>	<b>627,646.16</b>	<b>625,104.92</b>
01.42111.531.01	UNH Dispatch	10,000.00	8,445.00	8,445.00	8,445.00	8,445.00	8,445.00	8,445.00
01.42111.531.02	Strafford County Dispatch	6,712.00	6,711.70	6,712.00	0.00	10,407.00	10,407.00	10,407.00
	<b>Dispatch</b>	<b>16,712.00</b>	<b>15,156.70</b>	<b>15,157.00</b>	<b>8,445.00</b>	<b>18,852.00</b>	<b>18,852.00</b>	<b>18,852.00</b>
01.42151.500.00	Ambulance	<b>20,179.00</b>	<b>20,179.00</b>	<b>18,516.00</b>	<b>18,516.00</b>	<b>19,776.00</b>	<b>19,776.00</b>	<b>19,776.00</b>
01.42201.111.00	Fire - Chief Salary	57,570.00	58,068.27	65,691.00	28,106.13	70,012.80	70,000.00	70,000.00
01.42201.112.05	Fire - FT Lieutenant Wages	38,570.69	39,142.57	39,736.00	18,977.67	44,740.00	36,905.40	44,740.00
01.42201.112.07	Fire - FT FF Holiday Wages	3,030.00	0.00	3,030.00	0.00	3,030.00	3,030.00	3,030.00
01.42201.114.00	Fire - PT Deputy Salary	7,682.00	7,681.52	7,759.00	3,855.64	7,681.52	7,758.82	7,758.82
01.42201.115.05	Fire - PT FF Wages	30,498.00	29,205.99	31,419.00	13,196.95	101,644.96	101,644.96	101,644.96
01.42201.115.06	Fire - PT LT Wages	21,495.56	14,647.51	21,840.00	4,051.25	0.00	0.00	0.00
01.42201.116.05	Fire - On Call Lieutenant Wages	0.00	3,691.12	0.00	151.36	0.00	42,344.25	0.00
01.42201.116.06	Fire - On Call Firefighter Wages	47,470.00	29,873.42	47,470.00	20,757.53	47,470.00	0.00	47,470.00
01.42201.119.00	Fire - Night Shift Incentive	23,000.00	20,093.11	23,000.00	9,525.00	23,000.00	23,000.00	23,000.00
01.42201.130.00	Fire - Overtime	5,050.00	3,910.19	4,000.00	640.10	5,000.00	5,000.00	5,000.00

TOWN OF LEE  
FY18 PROPOSED BUDGET  
JAN. 3, 2017 PUBLIC HEARING

Account	Description	FY 2016		FY 2017		FY2018		
		Final Budget	Pre-Audit Actuals	Adjusted Budget	YTD Actuals	Dept Head Request	3C Recommendation	Selectmen
01.42201.230.00	Retirement	0.00	29,524.45	0.00	0.00	0.00	0.00	0.00
01.42201.330.01	Fire - Telephone - Landlines	3,200.00	1,624.03	1,700.00	674.88	1,700.00	1,700.00	1,700.00
01.42201.431.01	Fire - Equipment M & R	8,500.00	9,269.14	8,500.00	717.32	9,500.00	9,500.00	9,500.00
01.42201.431.02	Fire - Vehicle Equipment M & R	8,000.00	10,299.06	8,000.00	9,003.38	10,000.00	10,000.00	10,000.00
01.42201.432.00	Fire - Radio Repair	3,000.00	2,931.15	3,000.00	101.94	3,000.00	3,000.00	3,000.00
01.42201.441.00	Fire - Uniforms	1,800.00	2,221.22	2,000.00	2,095.73	2,500.00	2,500.00	2,500.00
01.42201.444.00	Fire - Lease Agreements/Contracts	8,500.00	10,129.59	9,000.00	5,716.70	11,500.00	11,500.00	11,500.00
01.42201.555.01	Fire - Printing	100.00	105.50	50.00	0.00	50.00	50.00	50.00
01.42201.555.02	Fire - Fire Prevention Safety	500.00	0.00	500.00	290.00	500.00	500.00	500.00
01.42201.560.00	Fire - Dues/Subscriptions	6,000.00	5,735.50	6,000.00	1,924.00	6,000.00	6,000.00	6,000.00
01.42201.561.00	Fire - Training	10,000.00	12,111.93	10,000.00	3,217.99	10,000.00	10,000.00	10,000.00
01.42201.582.00	Fire - Conference/Travel	1,000.00	231.35	1,000.00	60.00	1,000.00	1,000.00	1,000.00
01.42201.605.00	Fire - Postage	50.00	18.35	50.00	0.00	50.00	50.00	50.00
01.42201.611.01	Fire - Office Supplies	2,000.00	1,110.25	2,000.00	793.46	1,500.00	1,500.00	1,500.00
01.42201.611.02	Fire - Supplies	1,000.00	1,978.19	1,000.00	559.26	1,000.00	1,000.00	1,000.00
01.42201.611.03	Fire - Medical Supplies	2,000.00	1,082.58	2,000.00	2,232.16	3,000.00	3,000.00	3,000.00
01.42201.613.00	Fire - Bottled Water	450.00	474.34	450.00	257.02	500.00	500.00	500.00
01.42201.621.00	Fire - Heat	8,000.00	3,664.77	8,000.00	611.66	8,000.00	8,000.00	8,000.00
01.42201.622.00	Fire - Electricity	10,250.00	8,988.80	10,250.00	3,890.83	10,250.00	10,250.00	10,250.00
01.42201.626.00	Fire - Gas/Oil/Fuel	2,500.00	1,195.08	2,500.00	535.64	1,500.00	1,500.00	1,500.00
01.42201.627.00	Fire - Diesel Fuel	8,000.00	6,884.23	8,000.00	2,558.04	7,500.00	7,500.00	7,500.00
01.42201.631.00	Fire - Special Events	500.00	216.00	500.00	515.48	500.00	500.00	500.00
01.42201.632.00	Fire - Personal Protective Equipment	20,000.00	22,425.29	20,000.00	6,133.66	20,000.00	20,000.00	20,000.00
01.42201.750.00	Fire - New Equipment	15,000.00	40,875.42	15,000.00	12,843.49	20,000.00	20,000.00	20,000.00
	<b>Fire</b>	<b>354,716.25</b>	<b>379,409.92</b>	<b>363,445.00</b>	<b>153,994.27</b>	<b>432,129.28</b>	<b>419,233.43</b>	<b>432,193.78</b>
01.42401.112.00	Code Enforce. - FT Building Inspector	0.00	0.00	0.00	0.00	49,920.00	25,306.56	0.00
01.42401.115.00	Code Enforce. - Building Inspector Wages	28,280.00	24,503.94	28,563.00	12,145.60	0.00	0.00	25,209.60
01.42401.130.00	Code Enforce. - Overtime	0.00	0.00	0.00	0.00	1,000.00	1,000.00	1,000.00
	<b>Code Enforcement</b>	<b>28,280.00</b>	<b>24,503.94</b>	<b>28,563.00</b>	<b>12,145.60</b>	<b>50,920.00</b>	<b>26,306.56</b>	<b>26,209.60</b>
01.42901.113.00	EOC - Assist. Emergency Management Director	500.00	1,500.00	1,000.00	0.00	1,000.00	1,000.00	1,000.00
01.42901.116.00	EOC - Assist. Emergency Management Wages	500.00	100.00	600.00	0.00	600.00	600.00	600.00
01.42901.220.00	EOC - SS	0.00	6.20	0.00	0.00	0.00	0.00	0.00
01.42901.225.00	EOC - MC	0.00	23.02	0.00	0.00	0.00	0.00	0.00
01.42901.611.00	EOC - Supplies	6,000.00	5,504.32	6,000.00	0.00	6,000.00	6,000.00	6,000.00
	<b>EOC</b>	<b>7,000.00</b>	<b>7,133.54</b>	<b>7,600.00</b>	<b>0.00</b>	<b>7,600.00</b>	<b>7,600.00</b>	<b>7,600.00</b>
01.43111.111.00	Highway - Road Agent Salary	63,136.84	63,136.84	63,769.00	29,780.25	63,136.84	63,768.00	63,768.00
01.43111.112.01	Highway - Road Agent Asst. Wages	43,583.64	44,498.08	44,020.00	21,288.91	43,932.16	44,202.12	44,032.77
01.43111.112.02	Highway - FT Wages	41,065.83	41,958.89	41,477.00	20,094.59	41,396.00	41,650.38	41,490.80
01.43111.112.03	Highway - Holiday Wages	4,040.00	0.00	4,040.00	0.00	1,280.00	1,280.00	1,280.00
01.43111.116.00	Highway - PT On Call Wages	6,565.00	4,227.29	7,000.00	2,193.99	9,000.00	9,000.00	9,000.00
01.43111.130.00	Highway - Overtime	9,090.00	3,661.73	9,090.00	1,212.02	9,090.00	9,090.00	9,090.00
01.43111.306.00	Highway - Miscellaneous/Engineering	6,000.00	598.96	5,500.00	637.43	5,500.00	5,500.00	5,500.00
01.43111.330.01	Highway - Telephone - Landlines	1,520.00	467.35	780.00	195.87	780.00	780.00	780.00
01.43111.330.02	Highway - Telephone - Cell Phone Reimburseme	0.00	1,130.32	1,080.00	129.14	1,080.00	1,080.00	1,080.00
01.43111.414.00	Highway - Medical Drug Testing	750.00	576.00	750.00	95.00	750.00	750.00	750.00
01.43111.424.00	Highway - Parks & Grounds Maintenance	11,250.00	10,777.71	11,250.00	179.20	12,000.00	12,000.00	12,000.00
01.43111.430.00	Highway - Subcontracted Repairs	6,000.00	905.00	5,500.00	460.00	5,500.00	5,500.00	5,500.00
01.43111.431.01	Highway - Parts/In House Repairs	14,500.00	11,593.34	14,500.00	2,375.68	14,500.00	14,500.00	14,500.00
01.43111.431.02	Highway - Wear Edges (Plows & Equipment)	3,500.00	3,192.52	3,500.00	0.00	3,500.00	3,500.00	3,500.00

TOWN OF LEE  
 FY18 PROPOSED BUDGET  
 JAN. 3, 2017 PUBLIC HEARING

Account	Description	FY 2016		FY 2017		FY2018		
		Final Budget	Pre-Audit Actuals	Adjusted Budget	YTD Actuals	Dept Head Request	3C Recommendation	Selectmen
01.43111.431.03	Highway - Building M & R	2,500.00	1,880.08	2,500.00	0.00	3,000.00	3,000.00	3,000.00
01.43111.441.00	Highway - Uniforms	1,700.00	1,434.70	1,500.00	858.24	2,300.00	2,300.00	2,300.00
01.43111.442.00	Highway - Rented and Hired Equipment	16,000.00	6,779.83	16,000.00	9,088.12	16,000.00	16,000.00	16,000.00
01.43111.450.00	Highway - Signs & Warning Devices	2,500.00	3,100.76	2,500.00	540.62	2,000.00	2,000.00	2,000.00
01.43111.451.00	Highway - Tires	2,500.00	1,355.96	2,500.00	0.00	2,500.00	2,500.00	2,500.00
01.43111.611.01	Highway - Office Supplies	250.00	170.14	250.00	60.99	250.00	250.00	250.00
01.43111.611.02	Highway - Supplies - Other	3,500.00	3,197.94	3,500.00	1,040.81	3,500.00	3,500.00	3,500.00
01.43111.621.00	Highway - Heat	6,500.00	2,013.89	5,967.00	0.00	5,000.00	5,000.00	5,000.00
01.43111.622.01	Highway - Electricity - Annex 0436214010	1,750.00	806.41	900.00	287.01	950.00	950.00	950.00
01.43111.622.02	Highway - Electricity - Salt Shed 0436214510	0.00	911.27	850.00	297.06	950.00	950.00	950.00
01.43111.626.00	Highway - Gas	5,935.00	3,238.15	5,940.00	953.04	5,940.00	5,940.00	5,940.00
01.43111.627.00	Highway - Diesel	17,625.00	4,681.76	15,000.00	2,843.22	13,750.00	13,750.00	13,750.00
01.43111.650.00	Highway - Paving & Asphalt Products	170,000.00	163,427.65	175,000.00	124,621.23	175,000.00	175,000.00	175,000.00
01.43111.651.00	Highway - Stone/Sand/Gravel	9,500.00	9,432.36	8,000.00	2,002.12	9,000.00	9,000.00	9,000.00
01.43111.652.00	Highway - Culverts/Guard Rails +	6,000.00	1,797.20	5,000.00	0.00	5,000.00	5,000.00	5,000.00
01.43111.653.00	Highway - Salt/Sand/Magnesium	26,500.00	13,208.01	28,000.00	0.00	28,000.00	28,000.00	28,000.00
01.43111.750.00	Highway - New Equipment/Tools	1,500.00	581.36	1,000.00	65.00	1,000.00	1,000.00	1,000.00
	<b>Highway</b>	<b>485,261.31</b>	<b>404,741.50</b>	<b>486,663.00</b>	<b>221,299.54</b>	<b>485,585.00</b>	<b>486,740.50</b>	<b>486,411.57</b>
01.43211.111.00	Transfer Station - Manager	48,388.49	48,388.49	48,872.00	22,823.63	48,871.88	48,872.00	48,872.00
01.43211.112.00	Transfer Station - FT Wages	33,770.99	35,337.68	37,815.00	17,584.65	37,814.40	37,959.84	37,814.40
01.43211.115.00	Transfer Station - PT Wages	36,526.17	35,790.18	37,875.00	18,557.25	40,000.00	40,000.00	40,000.00
01.43211.115.01	Transfer Station - PT Clerical Wages	100.00	0.00	100.00	0.00	100.00	100.00	100.00
01.43211.130.00	Transfer Station - Overtime	1,616.00	0.00	1,400.00	0.00	1,400.00	1,400.00	1,400.00
01.43211.306.00	Transfer Station - Engineering	100.00	0.00	100.00	0.00	100.00	100.00	100.00
01.43211.312.00	Transfer Station - Compliance	200.00	122.94	200.00	0.00	200.00	200.00	200.00
01.43211.330.01	Transfer Station - Telephone - Landlines	735.00	640.34	400.00	271.48	450.00	450.00	450.00
01.43211.330.03	Transfer Station - Telephone - Cell Phone Reim	0.00	360.00	400.00	150.00	360.00	360.00	360.00
01.43211.332.00	Transfer Station - Internet Provider	0.00	0.00	0.00	0.00	1,300.00	1,300.00	1,300.00
01.43211.421.01	Transfer Station - Recycling Expense	2,000.00	901.88	2,000.00	536.54	2,000.00	2,000.00	2,000.00
01.43211.421.02	Transfer Station - CFC Removal	200.00	0.00	200.00	0.00	200.00	200.00	200.00
01.43211.425.00	Transfer Station - Grounds Maintenance	2,500.00	2,767.25	2,000.00	393.77	2,000.00	2,000.00	2,000.00
01.43211.431.00	Transfer Station - Equipment M & R	7,000.00	5,534.82	7,000.00	6,676.42	7,000.00	7,000.00	7,000.00
01.43211.441.00	Transfer Station - Uniforms	1,500.00	2,087.93	1,500.00	716.32	2,200.00	2,200.00	2,200.00
01.43211.441.02	Transfer Station - Volunteer T Shirts	200.00	0.00	200.00	0.00	100.00	100.00	100.00
01.43211.445.00	Transfer Station - Porta Potty	700.00	575.99	700.00	356.00	725.00	725.00	725.00
01.43211.555.00	Transfer Station - Printing	1,450.00	1,008.00	450.00	0.00	1,450.00	1,450.00	1,450.00
01.43211.560.00	Transfer Station - Dues & Subscriptions	400.00	427.10	400.00	74.00	450.00	450.00	450.00
01.43211.561.00	Transfer Station - Training	1,600.00	1,077.00	1,000.00	400.00	900.00	900.00	900.00
01.43211.581.00	Transfer Station - Mileage	0.00	764.68	300.00	370.44	700.00	700.00	700.00
01.43211.582.00	Transfer Station - Conference & Travel	400.00	0.00	400.00	25.00	400.00	400.00	400.00
01.43211.605.00	Transfer Station - Postage	50.00	19.75	50.00	0.00	25.00	25.00	25.00
01.43211.611.00	Transfer Station - Office Supplies	1,800.00	466.69	1,500.00	216.76	1,000.00	1,000.00	1,000.00
01.43211.611.02	Transfer Station - Other	500.00	85.10	500.00	0.00	500.00	500.00	500.00
01.43211.612.00	Transfer Station - Kitchen Expense	0.00	334.15	100.00	271.50	500.00	500.00	500.00
01.43211.614.00	Transfer Station - Compost Bins & Pails	1,000.00	235.10	500.00	0.00	300.00	300.00	300.00
01.43211.615.00	Transfer Station - Volunteer Thanks	0.00	200.00	200.00	150.00	200.00	200.00	200.00
01.43211.621.00	Transfer Station - Heat	1,900.00	540.80	800.00	642.57	800.00	800.00	800.00
01.43211.622.01	Transfer Station - Electricity - TS Building 04362	9,000.00	5,864.73	9,000.00	1,364.61	6,000.00	6,000.00	6,000.00
01.43211.622.02	Transfer Station - Electricity - TS Building 16001	0.00	1,522.45	800.00	170.03	1,600.00	1,600.00	1,600.00
01.43211.622.03	Transfer Station - Electricity - Recycl. Center 60	0.00	2,224.77	700.00	649.98	2,400.00	2,400.00	2,400.00
01.43211.626.00	Transfer Station - Fuel	4,000.00	2,281.41	2,500.00	791.67	2,500.00	2,500.00	2,500.00

TOWN OF LEE  
FY18 PROPOSED BUDGET  
JAN. 3, 2017 PUBLIC HEARING

Account	Description	FY 2016		FY 2017		FY2018		
		Final Budget	Pre-Audit Actuals	Adjusted Budget	YTD Actuals	Dept Head Request	3C Recommendation	Selectmen
01.43211.750.01	Transfer Station - New Equipment	4,000.00	10,402.71	4,500.00	2,003.82	4,500.00	4,500.00	4,500.00
01.43211.750.02	Transfer Station - Safety Equipment	2,000.00	4,405.88	2,000.00	464.79	2,000.00	2,000.00	2,000.00
	<b>Transfer Station</b>	<b>163,636.65</b>	<b>164,367.82</b>	<b>166,462.00</b>	<b>75,661.23</b>	<b>171,046.28</b>	<b>171,191.84</b>	<b>171,046.40</b>
01.43241.421.01	Solid Waste Disposal - MSW & Bulky Waste	92,000.00	89,930.77	70,000.00	40,123.52	72,000.00	72,000.00	72,000.00
01.43241.421.02	Solid Waste Disposal - Tires	1,800.00	233.75	1,200.00	0.00	800.00	800.00	800.00
01.43241.421.03	Solid Waste Disposal - Hazardous Waste	3,500.00	2,487.74	2,250.00	1,989.24	2,500.00	2,500.00	2,500.00
01.43241.421.04	Solid Waste Disposal - Electronics	6,000.00	7,417.95	5,000.00	2,108.90	8,000.00	8,000.00	8,000.00
01.43241.421.05	Solid Waste Disposal - Waste Oil	3,000.00	150.00	1,000.00	0.00	500.00	500.00	500.00
01.43241.421.06	Solid Waste Disposal - Solid Waste Other	500.00	0.00	500.00	0.00	500.00	500.00	500.00
01.43241.421.07	Solid Waste Disposal - Construction & Demolition	9,000.00	9,606.89	9,000.00	3,179.38	10,000.00	10,000.00	10,000.00
01.43241.421.08	Solid Waste Disposal - Glass	3,000.00	0.00	3,000.00	615.90	3,000.00	3,000.00	3,000.00
01.43241.421.09	Solid Waste Disposal - Fluorocarbons CFC	500.00	0.00	300.00	0.00	200.00	200.00	200.00
01.43241.421.10	Solid Waste Disposal - Antifreeze	200.00	235.00	200.00	115.00	250.00	250.00	250.00
01.43241.421.11	Solid Waste Disposal - Brush Grinding	6,000.00	3,975.00	6,000.00	2,700.00	4,500.00	4,500.00	4,500.00
01.43241.421.12	Solid Waste Disposal - Lamprey Closure Costs	1,100.00	927.29	927.29	0.00	928.00	927.29	927.29
01.43241.421.13	Solid Waste Disposal - Propane	0.00	372.00	0.00	176.00	400.00	400.00	400.00
01.43241.425.00	Solid Waste Disposal - Hauling Costs	22,000.00	24,689.00	20,000.00	11,967.99	26,000.00	26,000.00	26,000.00
	<b>Solid Waste Disposal</b>	<b>148,600.00</b>	<b>140,025.39</b>	<b>119,377.29</b>	<b>62,975.93</b>	<b>129,578.00</b>	<b>129,577.29</b>	<b>129,577.29</b>
01.43311.411.00	So. East Watershed Alliance	0.00	0.00	0.00	0.00	200.00	200.00	200.00
01.44141.000.00	Animal Control	1,650.00	65.00	1,650.00	9.40	1,650.00	1,650.00	1,650.00
01.44151.000.01	Health - A Safe Place	2,000.00	2,000.00	0.00	0.00	0.00	0.00	0.00
01.44151.000.02	Health - AIDS Seacoast Response	700.00	700.00	700.00	700.00	700.00	700.00	700.00
01.44151.000.03	Health - American Red Cross	500.00	500.00	500.00	500.00	500.00	500.00	500.00
01.44151.000.04	Health - CASA	500.00	500.00	500.00	500.00	500.00	500.00	500.00
01.44151.000.05	Health - Child and Family Care Services	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
01.44151.000.06	Health - Community Action Partnership	1,500.00	1,500.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
01.44151.000.07	Health - Goodwin Community Health	5,020.00	5,020.00	5,563.00	5,563.00	2,993.00	2,993.00	2,993.00
01.44151.000.08	Health - Homemakers Health Services	124.80	124.80	885.60	885.60	707.59	707.59	707.59
01.44151.000.09	Health - Lamprey Health Care	3,296.00	3,296.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00
01.44151.000.10	Health - Ready Rides	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
01.44151.000.11	Health - Sexual Assault Support Services	1,775.00	1,775.00	3,775.00	3,775.00	3,775.00	3,775.00	3,775.00
01.44151.000.13	Health - My Friend's Place	500.00	0.00	0.00	0.00	0.00	0.00	0.00
01.44151.000.14	Health - Homeless Shelter Strafford County	0.00	500.00	500.00	500.00	1,000.00	1,000.00	1,000.00
01.44151.000.15	Health - Big Brothers Big Sisters	0.00	0.00	0.00	0.00	1,200.00	0.00	0.00
	<b>Health</b>	<b>18,415.80</b>	<b>18,415.80</b>	<b>20,123.60</b>	<b>20,123.60</b>	<b>19,075.59</b>	<b>17,875.59</b>	<b>17,875.59</b>
01.44411.115.00	General Assistance - Welfare Officer Wages	5,000.00	4,570.38	10,000.00	2,220.00	5,000.00	5,000.00	5,000.00
01.44411.330.02	General Assistance - Telephone - Cell	600.00	594.39	600.00	227.52	600.00	600.00	600.00
01.44411.560.00	General Assistance - Dues & Subscriptions	0.00	79.13	100.00	30.00	100.00	100.00	100.00
	<b>General Assistance</b>	<b>5,600.00</b>	<b>5,243.90</b>	<b>10,700.00</b>	<b>2,477.52</b>	<b>5,700.00</b>	<b>5,700.00</b>	<b>5,700.00</b>
01.44421.801.01	General Assistance - Rent Assistance	14,200.00	5,123.00	12,000.00	10,640.00	20,000.00	20,000.00	20,000.00
01.44421.801.02	General Assistance - Electricity Assistance	1,200.00	970.38	1,200.00	1,048.19	2,000.00	2,000.00	2,000.00
01.44421.801.03	General Assistance - Heating Fuel Assistance	1,000.00	0.00	1,000.00	0.00	1,000.00	1,000.00	1,000.00
01.44421.801.04	General Assistance - Medical Supplies Assistance	500.00	0.00	250.00	0.00	250.00	250.00	250.00
01.44421.801.05	General Assistance - Food Assistance	600.00	0.00	500.00	0.00	500.00	500.00	500.00
01.44421.801.06	General Assistance - Funeral Assistance	0.00	750.00	0.00	1,500.00	750.00	750.00	750.00
	<b>General Assistance</b>	<b>17,500.00</b>	<b>6,843.38</b>	<b>14,950.00</b>	<b>13,188.19</b>	<b>24,500.00</b>	<b>24,500.00</b>	<b>24,500.00</b>



TOWN OF LEE  
FY18 PROPOSED BUDGET  
JAN. 3, 2017 PUBLIC HEARING

Account	Description	FY 2016		FY 2017		FY2018		
		Final Budget	Pre-Audit Actuals	Adjusted Budget	YTD Actuals	Dept Head Request	3C Recommendation	Selectmen
01.45201.000.01	Parks & Recreation - Oyster River Youth Associ	26,700.00	26,700.00	27,000.00	27,000.00	27,875.00	27,875.00	27,875.00
01.45201.000.02	Parks & Recreation - Recreation Events	3,500.00	1,431.29	6,800.00	0.00	6,900.00	6,900.00	6,900.00
01.45201.000.03	Parks & Recreation - Town Fair	0.00	0.00	2,500.00	2,500.00	0.00	0.00	0.00
01.45201.115.00	Parks & Rec. - PT Program Coordinator	0.00	0.00	0.00	0.00	15,000.00	0.00	0.00
01.45201.611.00	Parks & Recreation - Supplies	0.00	1,481.60	780.00	607.99	780.00	780.00	780.00
01.45201.611.01	Parks & Rec. - BB Grills for Pavillion	0.00	0.00	900.00	419.97	0.00	0.00	0.00
01.45201.622.00	Parks & Recreation - Electricity - D94316222 - L	600.00	899.15	850.00	693.48	1,000.00	1,000.00	1,000.00
	<b>Parks &amp; Recreation</b>	<b>30,800.00</b>	<b>30,512.04</b>	<b>38,830.00</b>	<b>31,221.44</b>	<b>51,555.00</b>	<b>36,555.00</b>	<b>36,555.00</b>
01.45501.111.00	Library - Director Salary	55,608.18	54,538.79	56,109.00	26,226.95	58,388.59	56,164.00	56,108.00
01.45501.112.02	Library - Library Assistant FT	33,859.64	33,844.20	34,235.00	15,962.77	35,552.62	34,208.90	34,234.20
01.45501.115.02	Library - Youth Services Librarian PT	21,546.33	20,650.32	21,742.00	10,808.76	22,623.65	21,743.28	21,723.00
01.45501.115.03	Library - Assistant I	12,742.89	12,903.23	14,012.00	0.00	0.00	0.00	0.00
01.45501.115.04	Library - Assistant II	9,258.06	9,049.52	9,453.00	1,036.45	0.00	0.00	0.00
01.45501.115.05	Library - Substitute	1,500.00	931.73	1,500.00	173.98	1,500.00	1,500.00	1,500.00
01.45501.115.06	Library Technician I	0.00	0.00	0.00	3,027.83	14,523.60	9,167.89	8,650.20
01.45501.115.07	Library Technician II	0.00	0.00	0.00	6,312.46	9,720.76	13,970.32	13,970.32
01.45501.211.00	Library - Health	26,991.68	0.00	4,400.00	0.00	0.00	0.00	0.00
01.45501.216.00	Library - Dental Expense	0.00	193.44	838.26	0.00	0.00	0.00	0.00
01.45501.220.00	Library - SS	8,507.56	8,166.28	8,445.00	0.00	0.00	0.00	0.00
01.45501.225.00	Library - MC	1,982.85	1,909.85	1,975.00	0.00	0.00	0.00	0.00
01.45501.230.00	Library - Retirement	9,917.91	9,905.03	10,031.00	0.00	0.00	0.00	0.00
01.45501.260.00	Library - Workers Comp	500.00	0.00	500.00	0.00	0.00	0.00	0.00
01.45501.520.00	Library - Property Liability	1,787.00	0.00	1,800.00	0.00	0.00	0.00	0.00
01.45501.613.00	Library - Bottled Water	200.00	140.96	0.00	50.00	0.00	0.00	0.00
01.45501.621.00	Library - Heat	2,670.00	0.00	2,670.00	0.00	2,670.00	2,670.00	2,670.00
01.45501.622.00	Library - Electricity	4,200.00	0.00	0.00	0.00	0.00	0.00	0.00
01.45501.900.02	Library - Misc. to be Offset by Revenue	6,065.00	0.00	6,065.00	0.00	6,065.00	6,065.00	6,065.00
01.45501.999.00	Library - Trustees	40,355.00	50,642.50	41,350.00	20,625.00	42,400.00	42,400.00	42,400.00
	<b>Library</b>	<b>237,692.10</b>	<b>202,875.85</b>	<b>215,125.26</b>	<b>84,224.20</b>	<b>193,444.22</b>	<b>187,889.39</b>	<b>187,320.72</b>
01.45831.000.00	Patriotic Purposes	550.00	0.00	500.00	0.00	500.00	500.00	500.00
01.45891.000.02	Culture & Rec. - Heritage Commission	15,000.00	0.00	0.00	0.00	0.00	0.00	0.00
01.45891.000.03	Culture & Re. - Heritage - 250th	0.00	0.00	10,000.00	0.00	0.00	0.00	0.00
01.45891.001.01	Culture & Rec. - Agricultural Commission	1,500.00	0.00	1,000.00	0.00	0.00	0.00	0.00
01.46191.000.00	Conservation	4,050.00	0.00	5,300.00	0.00	0.00	5,300.00	5,300.00
	<b>Commissions</b>	<b>20,550.00</b>	<b>0.00</b>	<b>16,300.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,300.00</b>	<b>5,300.00</b>
01.47111.000.01	Bond Principal - Safety Complex	60,000.00	60,000.00	60,000.00	0.00	60,000.00	60,000.00	60,000.00
01.47111.000.02	Bond Principal - Transfer Station	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00
01.47211.000.01	Bond Interest - Safety Complex	18,555.00	18,555.00	16,260.00	0.00	13,890.00	13,890.00	13,890.00
01.47211.000.02	Bond Interest - Transfer Station	10,088.00	10,088.00	9,588.00	9,588.00	8,088.00	8,088.00	8,088.00
	<b>Debt Service</b>	<b>118,643.00</b>	<b>118,643.00</b>	<b>115,848.00</b>	<b>39,588.00</b>	<b>111,978.00</b>	<b>111,978.00</b>	<b>111,978.00</b>
		<b>3,815,470.00</b>	<b>3,512,062.91</b>	<b>3,807,523.18</b>	<b>1,750,924.95</b>	<b>3,888,875.60</b>	<b>3,821,690.51</b>	<b>3,831,475.75</b>
01.49011.000.02	Cap. Land Acq. - Powder Major Purchase	0.00	0.00	155,000.00	0.00	0.00	0.00	0.00
01.49021.000.01	Cap. Exp. Vehicles & Machines	0.00	0.00	31,000.00	30,210.48	19,459.00	0.00	19,459.00

TOWN OF LEE  
 FY18 PROPOSED BUDGET  
 JAN. 3, 2017 PUBLIC HEARING

Account	Description	FY 2016		FY 2017		FY2018		Selectmen
		Final Budget	Pre-Audit Actuals	Adjusted Budget	YTD Actuals	Dept Head Request	3C Recommendation	
01.49161.000.01	Transfer to Accrued Benefits Trust	25,000.00	25,000.00	25,000.00	25,000.00	0.00	15,000.00	15,000.00
01.49161.000.03	Transfer to Fire Ponds & Cisterns Trust	20,000.00	20,000.00	20,000.00	20,000.00	25,000.00	25,000.00	25,000.00
01.49161.000.04	Transfer to Fire Truck Trust	70,000.00	70,000.00	120,000.00	120,000.00	150,000.00	150,000.00	150,000.00
01.49161.000.05	Transfer to Highway Equipment Trust	20,000.00	20,000.00	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00
01.49161.000.10	Transfer to Recreation Facilities Trust	0.00	0.00	5,000.00	5,000.00	10,000.00	0.00	0.00
01.49161.000.11	Transfer to Revaluation Trust	10,000.00	10,000.00	10,000.00	11,100.00	0.00	0.00	0.00
01.49161.000.12	Transfer to Town Roads & Bridges Trust	40,000.00	40,000.00	80,000.00	84,740.00	60,000.00	60,000.00	60,000.00
01.49161.000.13	Transfer to Town/New Building Trust	0.00	0.00	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00
01.49161.000.14	Transfer to Transfer Station Equipment Trust	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
	<b>Capital Reserve Funds</b>	<b>195,000.00</b>	<b>195,000.00</b>	<b>360,000.00</b>	<b>365,840.00</b>	<b>345,000.00</b>	<b>350,000.00</b>	<b>350,000.00</b>
01.50001.000.00	Paid from Contingency Fund	20,000.00	18,665.75	0.00	5,946.35	0.00	20,000.00	20,000.00
01.50002.000.00	Paid from Designated Fund Balance	0.00	12,460.66	0.00	0.00	0.00	0.00	0.00
01.51000.000.03	Fire Ponds & Cisterns CRF Expense	0.00	0.00	0.00	0.00	62,340.00	62,340.00	62,340.00
01.51000.000.04	Highway Equipment CRF Expense	0.00	0.00	0.00	0.00	170,000.00	170,000.00	170,000.00
01.51000.000.05	Highway Roads & Bridges CRF Expense	0.00	0.00	0.00	0.00	155,850.00	155,850.00	155,850.00
01.51000.000.10	Recreation Facilities CRF Expense	0.00	0.00	0.00	0.00	7,000.00	7,273.00	7,000.00
01.51000.000.11	Revaluation Fund CRF Expense	0.00	0.00	0.00	28,400.00	0.00	0.00	0.00
01.51000.000.12	Town Buildings CRF Expense	0.00	0.00	0.00	18,413.40	0.00	0.00	0.00
01.51000.000.14	Lee Library CRF Expense	0.00	0.00	0.00	0.00	5,000.00	5,715.00	5,000.00
01.51000.000.15	Lee Fair CRF Expense WA	0.00	0.00	0.00	0.00	0.00	8,000.00	8,000.00
	<b>CRF Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>46,813.40</b>	<b>400,190.00</b>	<b>409,178.00</b>	<b>408,190.00</b>

**2017 TOWN WARRANT**  
**For the TOWN OF LEE, NEW HAMPSHIRE**

**FIRST SESSION:** To the inhabitants of the Town of Lee, County of Strafford, State of New Hampshire, qualified to vote in Town Affairs, you are hereby notified to meet at the Mast Way School located on Mast Road, Lee at 9:00 a.m. on February 4, 2017. This session shall consist of explanation, discussion and deliberation of the Warrant Articles numbered X through X. Warrant Articles may be amended subject to the following limitations: (a) Warrant Articles whose wording is prescribed by law shall not be amended, and (b) Warrant Articles that are amended shall be placed on the official ballot for a final vote on the main motion as amended.

**SECOND SESSION:** To the inhabitants of the Town of Lee, County of Strafford, State of New Hampshire, qualified to vote in Town Affairs, you are hereby notified to meet at the Public Safety Complex, 20 George Bennett Road, Lee on March 14, 2017. The Polls will be open from 7:00 a.m. to 7:00 p.m.

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**ARTICLE 1**

To choose all necessary Town Officers for the ensuing year:

**BOARD OF SELECTMEN  
SUPERVISOR OF THE CHECKLIST  
TRUSTEE OF THE TRUST FUND  
LIBRARY TRUSTEES  
TOWN CLERK/TAX COLLECTOR  
ADVISORY BUDGET COMMITTEE  
ADVISORY BUDGET COMMITTEE  
CEMETERY TRUSTEE**

**ARTICLE 2 - XX**

**REVISIONS TO ZONING ORDINANCE**

**ARTICLE X**

To see if the town will vote to change the purpose of the Lee Library/Community Center Capital Reserve Fund from building a new Library and Community Center on Map Lot #02-01-01 to either renovating and expanding the existing Library building at its current location or building a new Library at a site to be determined and to change the fund name to the Lee Library Building Capital Reserve Fund and to appoint the Board of Selectmen as agent to expend. (2/3 vote required) Board of Selectmen approve or do not approve.

**ARTICLE X**

Shall we rescind the provisions of RSA 40:13 (known as SB 2), as adopted by the Town of Lee on the 8<sup>th</sup> of March 2011, so that the official ballot will no longer be used for voting on all questions, but only for the election of officers and certain other questions for which the official ballot is required by state law? A 3/5 majority of those voting on the question shall be required.

**ARTICLE X**

Shall the Town of Lee raise and appropriate as an operating budget, not including appropriations by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein, totaling \$XXXXXXXXXX. Should this article be defeated, the default budget shall be \$XXXXXXXXXX, which is the same as last year, with certain adjustments required by previous action of the Select Board or by law; or the governing body may hold one special meeting, in accordance with RSA 40:13, X and XVI, to take up the issue of a revised operating budget only. (Recommended by the Select Board) Majority vote required.

**ARTICLE X**

To see if the Town will vote to raise and appropriate the sum of one hundred seventy thousand dollars (\$170,000) to purchase a new Plow Truck and to authorize the withdrawal of that sum from the Highway Equipment Capital Reserve Fund. (Recommended by the Select Board) Majority vote required.

**ARTICLE X**

To see if the Town will vote to raise and appropriate the sum of one hundred fifty-five thousand eight hundred and fifty dollars (\$155,850) to rebuild the Tuttle Road Culvert and to authorize the withdrawal of that sum from the Highway Road and Bridge Capital Reserve Fund. (Recommended by the Select Board) Majority vote required.

**ARTICLE X**

To see if the Town will vote to raise and appropriate the sum of sixty-two thousand three hundred and forty dollars (\$62,340) to rebuild the fire ponds/dry hydrants on Tamarack Road and James Farm Road and to authorize the withdrawal of that sum from the Fire Cistern Capital Reserve Fund. (Recommended by the Select Board) Majority vote required.

**ARTICLE X**

To see if the Town will vote to raise and appropriate the sum of one hundred fifty-thousand dollars (\$150,000) to be deposited into the Fire Equipment Capital Reserve Fund. (Recommended by the Select Board) Majority vote required.

**ARTICLE X**

To see if the Town will vote to raise and appropriate the sum of sixty-thousand dollars (\$60,000) to be deposited into the Highway Dept. Road and Bridge Improvement Plan Capital Reserve Fund. (Recommended by the Select Board) Majority vote required.

**ARTICLE X**

To see if the Town will vote to raise and appropriate the sum of fifty-five-thousand dollars (\$55,000) to be deposited into the Highway Equipment Capital Reserve Fund. (Recommended by the Select Board) Majority vote required.

**ARTICLE X**

To see if the Town will vote to raise and appropriate the sum of thirty-five-thousand dollars (\$35,000) to be deposited into the Town Buildings Capital Reserve Fund. (Recommended by the Select Board) Majority vote required.

**ARTICLE X**

To see if the Town will vote to raise and appropriate the sum of twenty-five thousand dollars (\$25,000) to be deposited into the Fire Ponds and Cisterns Capital Reserve Fund. (Recommended by the Select Board) Majority vote required.

**ARTICLE X**

To see if the Town will vote to raise and appropriate the sum of fifteen thousand dollars (\$15,000) to be deposited into the Internal Service Fund for Accrued Benefits. (Recommended by the Select Board) Majority vote required.

**ARTICLE X**

To see if the Town will vote to raise and appropriate the sum of XXXXX dollars (\$XXXXX) to be deposited into the Revaluation Capital Reserve Fund. (Recommended by the Select Board) Majority vote required.

(The ABC did not recommend a deposit to this fund)

**ARTICLE X**

To see if the Town will vote to raise and appropriate the sum of ten-thousand dollars (\$10,000) to be deposited into the Transfer Station Equipment Capital Reserve Fund. (Recommended by the Select Board) Majority vote required.

**ARTICLE X**

To see if the Town will vote to raise and appropriate the sum of nineteen thousand four hundred fifty-nine dollars (\$19,459) for the purchase of a Radar Trailer w/ LED messaging display for the Police Department. (Recommended by the Select Board) Majority vote required.

**ARTICLE X**

To see if the Town will vote to raise and appropriate the sum of eight thousand dollars (\$8,000) for a fireworks display to be held at the 2017 Lee Fair, with six thousand dollars (\$6,000) to be raised by general taxation and two-thousand dollars (\$2,000) to be funded by donations. (Recommended by the Select Board) Majority vote required.

**ARTICLE X**

To see if the Town will vote to raise and appropriate the sum of seven thousand dollars (\$7,000) for the purpose of purchasing and installing trees, shrubs, flowers and/or other landscaping items at Little River Park and to authorize the withdrawal of that sum from the Recreation Capital Reserve Fund created for that purpose. (Recommended by the Select Board) Majority vote required.

**ARTICLE X**

To see If the Town will vote to raise and appropriate the sum of five thousand dollars (\$5,000) to update and replace library furniture and to authorize the withdrawal of that sum from the Library Capital Reserve Fund for this purchase. (Recommended by the Select Board) Majority vote required.

**ARTICLE X**

To see if the Town will vote to establish a contingency fund for Fiscal Year 2018 for unanticipated expenses that may arise and further to raise and appropriate twenty thousand dollars (\$20,000) to go into the fund. This sum to come from the Unassigned Fund Balance and no amount to be raised from general taxation. Any appropriation left in the fund at the end of the year will lapse to the general fund. The governing body shall annually publish a detailed report of all expenditures from the fund. (Recommended by the Select Board) Majority vote required.

**ARTICLE X**

To see if the Town will vote to raise and appropriate the sum of 0-thousand dollars (\$0) to be deposited into the Recreation Facilities Capital Reserve Fund. (Recommended by the Select Board) Majority vote required.

(The Rec Com requested \$10K; the ABC voted not to recommend)

To transact any other business which may legally come before this meeting.

**GIVEN UNDER OUR HANDS THIS XXth DAY OF JANUARY 2017**

We certify and attest that on or before January XX, 2017, we posted a true and attested copy of the within Warrant at the place of meeting, and like copies at Town Hall, and delivered the original to the Town Clerk.

\_\_\_\_\_  
**Scott Bugbee, Chairman**

\_\_\_\_\_  
**John R. LaCourse**

\_\_\_\_\_  
**Cary Brown**

**Select Board for the Town of Lee**

**State of New Hampshire, County of Strafford, Town of Lee**

Personally appeared, Scott Bugbee, John R. LaCourse and Cary Brown who subscribed to the foregoing instrument before me, Denise Duval, Notary Public, this \_\_\_\_\_ day of January 2017.

\_\_\_\_\_  
Denise Duval, Notary Public



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

Office Use Only

Meeting Date: January 3, 2017

Agenda Item No. 5b

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**1/3/2017**

**Agenda Item Title: Default Budget**

**Requested By: Julie Glover, Town Administrator**

**Date: 12/29/2016**

**Contact Information: 603-659-5414**

**Presented By: Julie Glover**

**Description: Present the Board with the Default FY18 Budget for approval.**

**Financial Details: \$3,812,478**

**Legal Authority** RSA 40:13, IX (b) "Default budget" as used in this subdivision means the amount of the same appropriations as contained in the operating budget authorized for the previous year, reduced and increased, as the case may be, by debt service, contracts, and other obligations previously incurred or mandated by law, and reduced by one-time expenditures contained in the operating budget. For the purposes of this paragraph, one-time expenditures shall be appropriations not likely to recur in the succeeding budget, as determined by the governing body, unless the provisions of RSA 40:14-b are adopted, of the local political subdivision.

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

**REQUESTED ACTION OR RECOMMENDATIONS:**

Move to accept the Default Budget for FY18 as presented.



# Lee

RSA 40:13, IX (b) "Default budget" as used in this subdivision means the amount of the same appropriations as contained in the operating budget authorized for the previous year, reduced and increased, as the case may be, by debt service, contracts, and other obligations previously incurred or mandated by law, and reduced by one-time expenditures contained in the operating budget. For the purposes of this paragraph, one-time expenditures shall be appropriations not likely to recur in the succeeding budget, as determined by the governing body, unless the provisions of RSA 40:14-b are adopted, of the local political subdivision.

This form was posted with the warrant on:

**For Assistance Please Contact:  
NH DRA Municipal and Property Division**

Phone: (603) 230-5090

Fax: (603) 230-5947

<http://www.revenue.nh.gov/mun-prop/>

### GOVERNING BODY CERTIFICATION

Under penalties of perjury, I declare that I have examined the information contained in this form and to the best of my belief it is true, correct and complete.

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

This form must be signed, scanned, and uploaded to the Municipal Tax Rate Setting Portal:  
<https://www.proptax.org/>





*New Hampshire*  
 Department of  
 Revenue Administration

**2017**  
**Default Budget**

Account Code	Purpose of Appropriation	Prior Year Adopted Budget	Reductions or Increases	One-Time Appropriations	Default Budget
<b>General Government</b>					
0000-0000	Collective Bargaining	\$0	\$0	\$0	\$0
4130-4139	Executive	\$130,260	\$4,130	\$0	\$134,390
4140-4149	Election, Registration, and Vital Statistics	\$105,297	\$1,428	\$0	\$106,725
4150-4151	Financial Administration	\$161,396	\$485	\$0	\$161,881
4152	Revaluation of Property	\$31,700	\$0	\$0	\$31,700
4153	Legal Expense	\$25,000	\$0	\$0	\$25,000
4155-4159	Personnel Administration	\$806,833	\$6,636	\$0	\$813,469
4191-4193	Planning and Zoning	\$106,720	\$507	\$0	\$107,227
4194	General Government Buildings	\$88,000	\$515	\$0	\$88,515
4195	Cemeteries	\$6,000	\$0	\$0	\$6,000
4196	Insurance	\$45,500	\$0	\$0	\$45,500
4197	Advertising and Regional Association	\$0	\$0	\$0	\$0
4199	Other General Government	\$30,000	(\$26,119)	\$0	\$3,881
<b>Public Safety</b>					
4210-4214	Police	\$657,981	\$3,695	\$0	\$661,676
4215-4219	Ambulance	\$18,516	\$1,260	\$0	\$19,776
4220-4229	Fire	\$356,072	\$8,078	\$0	\$364,150
4240-4249	Building Inspection	\$28,280	\$283	\$0	\$28,563
4290-4298	Emergency Management	\$7,600	\$0	\$0	\$7,600
4299	Other (Including Communications)	\$0	\$0	\$0	\$0
<b>Airport/Aviation Center</b>					
4301-4309	Airport Operations	\$0	\$0	\$0	\$0
<b>Highways and Streets</b>					
4311	Administration	\$485,183	\$1,480	\$0	\$486,663
4312	Highways and Streets	\$0	\$0	\$0	\$0
4313	Bridges	\$0	\$0	\$0	\$0
4316	Street Lighting	\$0	\$0	\$0	\$0
4319	Other	\$0	\$0	\$0	\$0
<b>Sanitation</b>					
4321	Administration	\$165,228	\$1,234	\$0	\$166,462
4323	Solid Waste Collection	\$0	\$0	\$0	\$0
4324	Solid Waste Disposal	\$119,377	\$0	\$0	\$119,377
4325	Solid Waste Cleanup	\$0	\$0	\$0	\$0
4326-4328	Sewage Collection and Disposal	\$0	\$0	\$0	\$0
4329	Other Sanitation	\$0	\$0	\$0	\$0
<b>Water Distribution and Treatment</b>					
4331	Administration	\$0	\$0	\$0	\$0
4332	Water Services	\$0	\$0	\$0	\$0
4335	Water Treatment	\$0	\$0	\$0	\$0
4338-4339	Water Conservation and Other	\$0	\$0	\$0	\$0
<b>Electric</b>					
4351-4352	Administration and Generation	\$0	\$0	\$0	\$0



*New Hampshire*  
 Department of  
 Revenue Administration

**2017**  
**Default Budget**

4353	Purchase Costs	\$0	\$0	\$0	\$0
4354	Electric Equipment Maintenance	\$0	\$0	\$0	\$0
4359	Other Electric Costs	\$0	\$0	\$0	\$0
<b>Health</b>					
4411	Administration	\$0	\$0	\$0	\$0
4414	Pest Control	\$1,650	\$0	\$0	\$1,650
4415-4419	Health Agencies, Hospitals, and Other	\$20,124	\$0	\$0	\$20,124
<b>Welfare</b>					
4441-4442	Administration and Direct Assistance	\$25,650	\$0	\$0	\$25,650
4444	Intergovernmental Welfare Payments	\$0	\$0	\$0	\$0
4445-4449	Vendor Payments and Other	\$0	\$0	\$0	\$0
<b>Culture and Recreation</b>					
4520-4529	Parks and Recreation	\$38,830	\$0	\$0	\$38,830
4550-4559	Library	\$213,678	\$1,343	\$0	\$215,021
4583	Patriotic Purposes	\$500	\$0	\$0	\$500
4589	Other Culture and Recreation	\$11,000	\$0	\$0	\$11,000
<b>Conservation and Development</b>					
4611-4612	Administration and Purchasing of Natural Resources	\$0	\$0	\$0	\$0
4619	Other Conservation	\$5,300	\$0	\$0	\$5,300
4631-4632	Redevelopment and Housing	\$0	\$0	\$0	\$0
4651-4659	Economic Development	\$0	\$0	\$0	\$0
<b>Debt Service</b>					
4711	Long Term Bonds and Notes - Principal	\$90,000	\$0	\$0	\$90,000
4721	Long Term Bonds and Notes - Interest	\$25,848	\$0	\$0	\$25,848
4723	Tax Anticipation Notes - Interest	\$0	\$0	\$0	\$0
4790-4799	Other Debt Service	\$0	\$0	\$0	\$0
<b>Capital Outlay</b>					
4901	Land	\$0	\$0	\$0	\$0
4902	Machinery, Vehicles, and Equipment	\$0	\$0	\$0	\$0
4903	Buildings	\$0	\$0	\$0	\$0
4909	Improvements Other than Buildings	\$0	\$0	\$0	\$0
<b>Operating Transfers Out</b>					
4912	To Special Revenue Fund	\$0	\$0	\$0	\$0
4913	To Capital Projects Fund	\$0	\$0	\$0	\$0
4914A	To Proprietary Fund - Airport	\$0	\$0	\$0	\$0
4914E	To Proprietary Fund - Electric	\$0	\$0	\$0	\$0
4914O	To Proprietary Fund - Other	\$0	\$0	\$0	\$0
4914S	To Proprietary Fund - Sewer	\$0	\$0	\$0	\$0
4914W	To Proprietary Fund - Water	\$0	\$0	\$0	\$0
4915	To Capital Reserve Fund	\$0	\$0	\$0	\$0
4916	To Expendable Trusts/Fiduciary Funds	\$0	\$0	\$0	\$0
4917	To Health Maintenance Trust Funds	\$0	\$0	\$0	\$0
4918	To Non-Expendable Trust Funds	\$0	\$0	\$0	\$0
4919	To Fiduciary Funds	\$0	\$0	\$0	\$0



*New Hampshire*  
*Department of*  
*Revenue Administration*

**2017**  
**Default Budget**

	<b>Total Appropriations</b>	<b>\$3,807,523</b>	<b>\$4,955</b>	<b>\$0</b>	<b>\$3,812,478</b>
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<b>Account Code</b>	<b>Reason for Reductions/Increases or One-Time Appropriations</b>
4321	COLA Increase
4215-4219	Contract Increase
4240-4249	COLA Increase
4140-4149	COLA Increase
4130-4139	COLA increase
4150-4151	COLA Increase
4220-4229	COLA Increase
4194	COLA Increase
4550-4559	COLA Increase
4199	Net COLA Increases
4155-4159	COLA Increase
4191-4193	COLA Increase
4210-4214	Contract Increase



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

Office Use Only

Meeting Date:

1/3/17

# 6

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**1/3/2017**

**Agenda Item Title: Building Permit Fees/Fines**

**Requested By: Caren Rossi & Bill Booth**

**Date: 12/28/2016**

**Contact Information: Caren & Bill 659-6783**

**Presented By: Bill Booth & Caren Rossi**

**Description: Work commenced before a permit issuance**

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

**Legal Authority** NH RSA 674:51

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

**REQUESTED ACTION OR RECOMMENDATIONS:**

**Make a motion to approve the request of the Building Inspector to implement a fine schedule of up to \$300 for work commencing before permit issuance.**

## **Why do I need a building permit?**

Building permits help regulate construction to protect our residents, our environment, and property values in Lee. More than that, pulling a building permit is the law. Working without a permit is not only against the law, but will result in fines, surcharge fees, and additional penalties. It may endanger you, those building the project, neighbors, or future owners of the building. If you fail to get a permit, you may need to demolish and restart a project or make adjustments so the construction conforms to the code, costing you time and money. If you sell your house and have worked without permits or have an insurance claim for that work, you may encounter additional problems. In case of fire or other catastrophes, not having your work done to code not only puts your life in danger, but the lives of first responders. It is always best to check before starting a project to see if a permit is needed.

As provided in **RSA 674:51, Power to Amend State Building Code and Establish Enforcement Procedures** the Town of Lee requires a permit to be acquired before any work is to be commenced.

**Work Commencing Before Permit Issuance:** (See IBC Section 108.4 & IRC Section R108.7) Any person who is found to have demolished, constructed, altered, removed, or changed the use of a building or structure without the benefit of a building, electrical, plumbing, mechanical, or change in use permit shall, upon issuance of said permit(s), be assessed a fee of 200% of the regular permit fee or \$300 whichever is greater. If the regular fee is over \$300, the permit fee shall be the regular fee plus \$300.

# Current Building Regs.

5. Tennis Courts or other major site improvements;
6. Demolition.

No structure shall be put to any different use until a permit has been issued and any necessary approval(s) as applicable have been obtained from the Zoning Board of Adjustment or the Planning Board.

Permits must be obtained for the placement or replacement of mobile homes on site. Permits must be obtained for the relocation of any structure.

Exempted from permits are the following:

- 1) Papering and painting of structures;
- 2) Fencing;
- 3) Landscaping;
- 4) Roof Covering: (as defined in the BOCA Nations Code-1990);
- 5) Residing;

## B. Fees<sup>2</sup>

Fees for Building Permits shall be determined by the Governing Body as provided in RSA 674:51; sections III-(d).

## C. Application Process

Application for building permit must be filed with the Building Inspector for the Town of Lee and shall be filed on the appropriate town forms.

It shall contain the following information: Names, and address and signature of the applicant and property owner, the date, the location of the property and a complete description including building plans of the proposed construction.

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<sup>2</sup> March 2005

# TITLE LXIV

## PLANNING AND ZONING

### CHAPTER 674

### LOCAL LAND USE PLANNING AND REGULATORY POWERS

#### Building Codes

#### Section 674:51

**674:51 Power to Amend State Building Code and Establish Enforcement Procedures.** – The state building code established in RSA 155-A shall be effective in all towns and cities in the state and shall be enforced as provided in RSA 155-A:7. In addition, towns and cities shall have the following authority:

I. The local legislative body may enact as an ordinance or adopt, pursuant to the procedures of RSA 675:2-4, additional provisions of the state building code for the construction, remodeling, and maintenance of all buildings and structures in the municipality, provided that such additional regulations are not less stringent than the requirements of the state building code. The local legislative body may also enact a process for the enforcement of the state building code and any additional regulations thereto, and the provisions of a nationally recognized code that are not included in and are not inconsistent with the state building code. Any local enforcement process adopted prior to the effective date of this paragraph shall remain in effect unless it conflicts with the state building code or is amended or repealed by the municipality.

II. Any such ordinance adopted under paragraph I by a local legislative body shall be submitted to the state building code review board for informational purposes.

III. The local ordinance or amendment adopted according to the provisions of paragraph I shall include, at a minimum, the following provisions:

(a) The date of first enactment of any building code regulations in the municipality and of each subsequent amendment thereto.

(b) Provision for the establishment of a building code board of appeals as provided in RSA 673:1, V; 673:3, IV; and 673:5.

(c) Provision for the establishment of the position of building inspector as provided in RSA 673:1, V. The building inspector shall have the authority to issue building permits as provided in RSA 676:11-13 and any certificates of occupancy as enacted pursuant to paragraph III, and to perform inspections as may be necessary to assure compliance with the local building code.

(d) A schedule of fees, or a provision authorizing the governing body to establish fees, to be charged for building permits, inspections, and for any certificate of occupancy enacted pursuant to paragraph III.

IV. The regulations adopted pursuant to paragraph I may include a requirement for a certificate of occupancy to be issued prior to the use or occupancy of any building or structure that is erected or remodeled, or undergoes a change or expansion of use, subsequent to the effective date of such requirement.

V. No municipality or local land use board as defined in RSA 672:7 shall adopt any ordinance, regulation, code, or administrative practice requiring the installation of automatic fire suppression sprinklers in any new or existing detached one- or 2-family dwelling unit in a structure used only for residential purposes. Notwithstanding any provision of law to the contrary, no municipality or local land use board shall enforce any existing ordinance, regulation, code, or administrative practice requiring the installation or use of automatic fire suppression sprinklers in any manufactured housing unit as defined in RSA 674:31 situated in a manufactured housing park as defined in RSA 205-A:1, II. Nothing in this paragraph shall affect the ability of an applicant for a local land use permit to include the installation of fire suppression sprinklers pursuant to RSA 674:36, IV, or affect the validity or enforceability of such inclusion.





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

Office Use Only

Meeting Date: January 3, 2017

Agenda Item No. 8a

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**1/3/2017**

**Agenda Item Title: AG Architect's Proposal**

**Requested By: Town Administrator Julie Glover**

**12/29/2016**

**Contact Information: 603-659-5414**

**Presented By: Julie Glover, Town Administrator**

**Description: Present the Board with the AG Architect's Proposal for approval.**

**Financial Details: N/A**

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

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

**REQUESTED ACTION OR RECOMMENDATIONS:**

**Motion: Move to approve AG Architect's Proposal as presented.**

**Or: Table for further discussion**

**Or: Approve with the following changes:** \_\_\_\_\_

\_\_\_\_\_

30 November 2016

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

AG Architects, PC

634 Central Avenue, Dover, NH 03820

E-Mail [aga@agarchitects.com](mailto:aga@agarchitects.com)

[www.agarchitects.com](http://www.agarchitects.com)

Phone 603•743•3700

Fax 603•743•3777



RE: Lee Municipal Facility Needs and Site Alternatives Analysis  
AG Architects Project No. 16-704  
**Proposal**

Dear Ms. Glover,

We are pleased to be able to continue our relationship with the Town of Lee in order to assist you with preparing a Municipal Facility Needs and Site Alternatives Analysis for the Town's administrative offices (Town Hall and Annex), Library and Historical Society. Our recent meetings throughout October and November with the Facilities Committee/Select Board in which we have discussed the scope of work for the project, established goals, reviewed schedules, discussed the need for a comprehensive solution, and established four alternative town facility options for analysis has been helpful in clarifying the issues and what items need to be resolved. It is clear that resolving the ongoing functional problems and confirming the preferred locations for town facilities are the primary issues, but working with the Facilities Committee/Select Board and the public throughout the process are also important. In order to address these issues, I've prepared the following outline to identify our proposed scope of services. There are five basic tasks to be performed as follows:



1. Data Collection:

The first task will be to review prior studies and reports in order to better understand the Town's desires, its facilities, and information previously prepared, and to pull together maps, site plans, building floor plans and other information available concerning the buildings and sites to be evaluated. This information will provide us with the necessary background needed for our analysis.

We review the present organization and operations of each of the Town's Departments and facilities affected by this study, including the Town Hall, Annex, Library, Historical Society and Hobo Shed. This is a data collection phase which is achieved through site visits to the facilities, questionnaires, and analyzing and evaluating the work space. The questionnaire identifies all the departments, what programs are being provided, what are staffing levels, who is being served by each department, what special needs each department may have, and what activities or other departments are important to be adjacent or accessible to. Present staffing levels are confirmed and present needs are identified. This phase is also used to identify existing space utilized by each department. The existing location and square footage is confirmed. The Town Hall Departments included in this Assessment are those located within Town Hall and the Annex, including Selectmen's Office, Town Administrator, Assessing, Building Inspection/Code Enforcement, Town Clerk/Tax Collector, Welfare, and other public spaces. Assessments for the Library and Historical Society will also be completed.



A variety of methods are utilized to analyze the Town's organizational and program needs. A review of information available from the Town, including site plans, floor plans and previous studies, will provide important background knowledge. The Questionnaires/Program Evaluation Forms are provided for each department, board, committee and commission to initially complete. These are then reviewed with each department head and board/committee/commission chairperson through an interview process. The interviews enable a more complete evaluation of program needs. This process permits us to develop a full understanding of each group and their programs, and the space needed to accommodate the program. Recommended sizes for work areas, offices and related spaces are identified in a Program Summary. A matrix is developed that identifies priorities in the relationship between departments, and this is combined with flow diagram(s) that graphically portray these relationships. It is also useful for evaluating what future programs or operations are anticipated or being considered.



An additional component in confirming the needs of the Town Hall, Library and Historical Society is a survey of the public. Identifying concerns from the Public's viewpoint is very useful in developing the Program, identifying public functions desired, and determining preferences concerning location and character. We will develop a survey form with input from the Town staff, Selectmen, Facilities Committee and the public, and the Town will assist with distributing and collecting the survey data. We will then compile the data, analyze and summarize the results.

## 2. Future Projections:

The second task for this analysis is to identify future program, staffing and space needs for each department and the Town. This is accomplished in several ways. The Program Evaluation Forms and interviews prepared in Task 1 are also utilized to look at existing needs not being met as well as to identify possible future programs or needs. A review with each department, board, committee or commission allows us to identify these issues, and to factor this into the space needs. It is important, however, to evaluate these projections in the context of Lee's potential for growth, it's remaining competitive with other communities in the services it provides and the cost for those services, and how projections correlate with the Town's master plan. The recently completed Master Plan 2016-2026 provides population projections for the near future. Our evaluation will include a review of these growth projection for the Town. Population projections for the next 10 to 25 years, future potential for growth of residences, industry and business, and available land for future growth may have an impact on services provided by the Town. A review of this impact is important in evaluating the Town's staffing and space needs projections. The projections for both present and future program, staffing and space needs will be summarized to provide a full comparison for 10 year and 25 year periods with existing conditions.

## 3. Existing Facility and Site Reviews:

Prior to developing design option(s) for the Town facilities and alternative sites, it is important to perform a review of the existing Town facilities, and to visit the alternate sites/buildings being considered. There are two reasons for doing this. The first, related to the buildings, is to identify activities, personnel and space utilized in the building, and the second is



to focus on the condition and constraints of the existing Town facilities and sites. Evaluating the condition for the existing buildings and an analysis of the space available, their capacity to accommodate the projected space needs, their flexibility for changes in layout, and identifying deficiencies that affect delivery of services will help determine the extent of renovations, expansion, or replacement required to accommodate each of the Town's departments. The review of the existing facilities will include a summary of spaces being used by staff and the preferred locations recommended for the space. The potential for meeting the space needs for the Town Hall offices, the Library and the Historical Society will affect the design alternatives, and there may be other factors such as location, visibility, or image that could affect the decision of where and how to locate each of the facilities. The study of existing facilities is not intended to be a comprehensive examination of building systems, since much of this has been done in the last several years. We will utilize prior studies as appropriate, and will focus on identifying visible and known deficiencies.

Concerning the site evaluations, the first task will be to tour the potential sites to look at each property in order to get a sense of size, suitability for use by the Town facilities, conditions of the land, topography, and possible constraints inherent to each. The limitations for expansion potential and parking capacity are reviewed for the sites being considered, and identifying the location of property lines, utilities serving the building including the septic system, parking lot/driveway layout, and confirming topography are all important components for establishing design options. Sites being considered at this time are the current Town Hall/Annex/Library/Historical Society site, the Bricker property, the Bales property (land/field next to the Public Safety Complex), incorporating Town Hall into the Public Safety Complex itself, and incorporating either the adjacent Bannister property or the adjacent church property into the current Town Center.

4. Alternative Site Options:

Our meetings to date have established goals and identified a desire for a comprehensive solution that could be phased over time. As part of the process of evaluating alternative sites and options the Facilities Committee has developed a total of eleven alternative options. These options are based on using the six different sites noted above with different facility options considered for each site. A matrix has been developed that rates each option based on a wide ranging list of evaluation criteria, and then provides a comparative ranking for each option. Based on these rankings and relative costs for the options, the eleven options have been narrowed down to four options for further consideration.

5. Conceptual Plans:

The analysis of existing and future space needs as it relates to existing facilities or new facilities on the alternative sites selected for analysis provides the basis for developing alternate concepts for Town facilities that will meet present and future facility space requirements. This is the most complicated task. Understanding where existing departments are located, how they may need to expand, who they need to serve, how to access them with the multiple levels in the buildings being considered, how to achieve this while complying with building codes and the ADA, and comparing the advantages and disadvantages of alternative sites and facilities are all issues that must be integrated into the evaluation.



The analysis will need to consider the impact on environmental and historic resources, as well as the ability to incorporate alternative energy, Smart Growth and Low Impact Development Design practices. It is not the purpose of this evaluation to develop a final design, but to determine the program needs and the location that will best meet those needs. There are likely to be other considerations that may also affect the analysis, such as community expectations, the image desired for the Town's facilities, and feedback from the Public Survey and Public Hearings. The alternatives are intended to provide a comprehensive review for how to accommodate the present program and space needs, and to factor in considerations for future needs. Estimated costs for each of the alternatives will be developed, and ranking of alternatives based on different factors to be identified will help establish a recommendation for the Town. A public forum for community input, such as a Public Hearings, are proposed to be held to summarize space program recommendations, and to present preliminary design concepts to the Public. Input from the Public will be used to refine design concepts and to reflect community desires where feasible.

The tasks described for a review of space needs and a comparison of alternative sites will be summarized in a report and presented to Town officials for their review and action, first as a draft for comment, and secondly as a final report. I've prepared this proposal to explain the process that we go through in developing a comprehensive space needs assessment and alternatives analysis. In order to accomplish the tasks outlined, the scope of services that I recommend includes the following:

**Assumptions:**

- A roster of departments and present staff will be provided by the Town.
- Existing site plans and building plans will be provided by the Town where available.

**Scope:**

- Confirm organization and operations of Town's departments. Verify Town departments, boards, committees, and commissions that need to be included. The Town Hall, Annex, Library and Historical Society are the main focus of this study.
- Tour potential alternative sites to confirm viability and site constraints.
- Review prior studies prepared for the Town related to these facilities.
- Review existing building and site plans.
- Provide Program Evaluation Forms for departments, boards, committees and commissions to complete.
- Interview department heads and board, commission and committee chairpersons.
- Perform field surveys of existing Town facilities being considered in order to evaluate building condition, structural issues, and space available.
- Provide a summary of existing departments and facilities, including staffing and space requirements. A Program of Spaces will be prepared for the Town Hall, Library and Historical Society.
- Present the alternative options and the Program of Spaces to the Public at a Public Hearing in order to hear concerns and receive input. Adjust the options as necessary based on Public input.
- Prepare a survey for the Public to provide input on the perceived needs for Town facilities. The Town will distribute the survey and receive responses, and we will compile and analyze the results.
- Develop projections with the Town for Town departments and facilities.
- Prepare alternative concepts for the four options being considered for Town facilities. Confirm space available and space required.
- Identify advantages and disadvantages for each alternate concept, and establish rating criteria, including environmental issues.
- Develop preliminary estimates of construction cost for the four alternative concept designs.
- Present preliminary design concepts to the Public at a Public Hearing in order to hear concerns and

- receive input. Adjust design plans as necessary based on Public input.
- Provide a report to the Town of Lee summarizing recommendations.
- Present recommendations to Town officials.

**Additional Services:**

- Providing surveys or CAD site plans of alternative sites.
- Preparing CAD plans for existing facilities, including Town Hall, Annex, Library, Historical Society, Public Safety Complex, or other facilities.
- Preparing perspective sketches or elevations for the Town facilities.
- Developing detailed architectural and engineering design solutions as part of a full design process.
- Developing office and furniture layouts within Department spaces. This would be completed in future design phases.
- Preparing site engineering documents for the existing or proposed facilities.
- Providing geotechnical analysis or site borings.

I've prepared this proposal to identify the scope of our services, which is intended to provide a Space Needs Assessment focused on present Town facilities including Town Hall, the Annex, the Library and the Historical Society. Develop an analysis of the four selected alternative design options for the Town facilities. Concept site and floor plans will be developed to identify proposed solutions, and an estimate of costs will be prepared for each concept. The work has commenced based on previous verbal discussions and will be confirmed with your authorization of this proposal. The schedule is being refined based on our discussions, and work is anticipated to extend into the Spring of 2017. The professional fee for the scope of services discussed above and as further defined by the attached contract shall be as follows:

Existing Facility Reviews		
Architectural		\$ 2,400.00
Civil		\$ 1,400.00
Structural		\$ 1,800.00
Mechanical, Electrical		<u>\$ 2,400.00</u>
		\$ 8,000.00
Existing Site Reviews		
Architectural		\$ 1,200.00
Civil		<u>\$ 1,400.00</u>
		\$ 2,600.00
Programming/Outreach (Town Hall, Library and Historical Society; includes Data Collection, Public Survey, Questionnaires, Staff Interviews, Adjacency Requirements, Flow Analysis, Projections, Program Summary)		
Architectural		\$11,500.00
Site Selection		
Architectural		\$ 2,800.00
Conceptual Designs (4 Options: Plans, Site Concepts, Recommendations, Report)		
Architectural		\$14,000.00
Civil		<u>\$ 1,600.00</u>
		\$ 15,600.00

Estimates of Project Cost (4 Options)		
	Architectural	\$ 2,200.00
	Civil	<u>\$ 850.00</u>
		\$ 3,050.00
Meetings		
	Facilities Committee/Select Board (12-15 Meetings)	\$ 4,200.00
	Public Hearings (3 Meetings)	<u>\$ 1,050.00</u>
		\$ 5,250.00
<b>Total</b>		<b>\$48,800.00</b>
Reimbursables		\$ 2,500.00-\$3,000.00 Est.
Option 1: Existing Facilities CAD Plans for Town Hall, Annex, Library, Historical Society, Hobo Shed		\$5,200.00

The fees noted above are based upon a review of the amount of work required and the time necessary for preparing this analysis. The fees include architectural design by AG Architects, civil review by Norway Plains Associates, structural review by JSN Associates, and mechanical, electrical, plumbing review by Bennett Engineering.

Additional authorized work would be completed at our standard billing rates of \$155.00 per hour for a principal, \$95.00 per hour for technical staff, and \$50.00 per hour for secretarial support. Other standard terms for our work include payments of monthly invoices made within thirty (30) days of the date of the invoice. Late payments shall bear interest at the rate of 1.5 percent per month which is an annual rate of 18%. Reimbursable expenses including travel, printing and copying costs, CAD material costs, postage, and photographic costs are in addition to the fee noted and are billable at a rate of 1.15 times the amount expended.

I have attached a copy of the AIA B102 Standard Form of Agreement between Owner and Architect without a Predefined Scope of Architect's Services for your review and approval. Please review, sign, and return one copy of this letter and agreement to authorize the work described. We at AG Architects are very pleased to provide you with this proposal for the municipal facility needs and site alternatives analysis, and look forward to continuing our work with you, the Selectmen, the Facilities Committee and the Town citizens. Should you have any questions or concerns, please give me a call.

Sincerely,  
  
 Art Guadano, AIA, LEED AP BD+C

Attachment: AIA Document B102  
 AIA Document E201

Authorized by:

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

Option 1 (Existing Facility CAD Plans) Authorized by:

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

 **AIA**® Document B102™ – 2007

**Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services**

AGREEMENT made as of the **Thirtieth** day of **November**  
in the year **Two Thousand Sixteen**  
*(In words, indicate day, month and year)*

BETWEEN the Owner:  
*(Name, address and other information)*

**Town of Lee**  
**7 Mast Road**  
**Lee, New Hampshire 03861**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:  
*(Name, address and other information)*

**AG Architects, PC**  
**634 Central Avenue**  
**Dover, New Hampshire 03820**

for the following Project:  
*(Name, location and detailed description)*

**Prepare a Municipal Facility Needs and Site Alternatives Analysis for Town Departments, including Town Hall (and Annex), Library and Historical Society, located at the Lee Town Center as described in the attached letter, dated 30 November 20±6.**

The Owner and Architect agree as follows.



## TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

### ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

*(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)*

**Services to be provided are as described in the attached letter, dated 30 November 2016.**

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

- .1 General Liability **\$1,000,000 Each Occurrence, \$2,000,000 Aggregate**
- .2 Automobile Liability **Included**
- .3 Workers' Compensation **\$500,000**
- .4 Professional Liability **\$250,000 per claim, \$500,000 Aggregate**

### ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's

objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

### ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## ARTICLE 4 CLAIMS AND DISPUTES

### § 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

### § 4.2 MEDIATION

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (*Specify*)

### § 4.3 ARBITRATION

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation

shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 4.3.4 CONSOLIDATION OR JOINDER

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

### ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

## ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

*(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)*

**All fees noted in attached letter dated 30 November 2016 are a stipulated sum, while reimbursable expenses are estimated costs only.**

§ 6.2 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 6.2.1 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of **fifteen** percent ( **15** %) of the expenses incurred.

## § 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

**The Licensing Fee shall be Five Thousand Dollars (\$5,000.00)**

## § 6.4 PAYMENTS TO THE ARCHITECT

§ 6.4.1 An initial payment of **Zero** Dollars (\$ **0.00** ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

Init.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **Thirty** ( **30** ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

**1.5 percent per month which is an annual percentage rate of 18%.**

§ 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### **ARTICLE 7 MISCELLANEOUS PROVISIONS**

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

**ARTICLE 8 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

See attached Article 8.

**ARTICLE 9 SCOPE OF THE AGREEMENT**

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B102–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201–2007, Digital Data Protocol Exhibit, ~~if completed, or the following:~~
  
- .3 Other documents:  
*(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)*

See attached letter dated 30 November 2016.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

  
\_\_\_\_\_  
ARCHITECT (Signature)

\_\_\_\_\_  
*(Printed name and title)*

**Art Guadano, President**  
\_\_\_\_\_  
*(Printed name and title)*

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

Init.

Article 8  
Other Conditions or Services

8.1 Scope:

The letter dated 30 November 2016 describing the Scope of Services shall be attached to this Agreement and shall become a part of this Agreement.

8.2 Limitations of Liability:

For any damage or costs resulting from errors, omissions, or other professional negligence in the performance of our services under this Agreement, AG Architect's liability to all claimants for all projects will be limited to a single aggregate sum of \$250,000.00. If additional insurance is required it may be obtained for your specific project at an additional cost.

8.3 Personal Liability:

The Client shall bring no claims or actions of any kind against the individual employees, directors, officers or agents of the Architect or their consultants or for any other entity for whom they are liable. Nothing contained under this Agreement shall be construed as creating any personal liability on the part of any employee, director, officer or agent of the Architect or their consultants or any entity for whom they are liable.

8.4 Hazardous Waste and Pollution:

Our professional liability insurance excludes hazardous waste, as defined by the EPA, in all its forms. It also excludes air, water, and soil pollution. By entering into this contract it is agreed that you will hold us harmless from any liability that may result from our incorporating work involved with hazardous waste or possibly pollution materials such as oil storage tanks, gasoline dispensing, asbestos products, laboratory fume exhausts, materials that contribute to indoor air pollution, etc.

8.5 Records Retention:

We will generally retain record copies of plans and specifications for a period of 8 years following the date of this proposal during which period copies of the documents will be made for the client, at the client's request and expense.



 **AIA<sup>®</sup> Document E201<sup>™</sup> – 2007**

**Digital Data Protocol Exhibit**

This Exhibit is incorporated into the accompanying agreement (the “Agreement”) dated the  
**Thirtieth** day of **November**  
in the year **Two Thousand Sixteen**  
*(In words, indicate day, month and year.)*

**BETWEEN:**

*(Name, address and contact information, including electronic addresses)*

**Town of Lee  
7 Mast Road  
Lee, New Hampshire 03861**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**AND:**

*(Name, address and contact information, including electronic addresses)*

**AG Architects, PC  
634 Central Avenue  
Dover, New Hampshire 03820**

For the following Project:

*(Name and location or address)*

**Prepare a Municipal Facilities Needs and site Alternatives Analysis for Town Departments, including Town Hall (and Annex), Library and Historical Society, located at the Lee Town Center site as described in the attached letter, dated 30 November 2016.**

## TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 TRANSMISSION OF DIGITAL DATA
- 3 PROJECT PROTOCOL TABLE

### ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit establishes the procedures the parties agree to follow with respect to the transmission or exchange of Digital Data for this Project. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

§ 1.1.1 The parties agree to incorporate this Exhibit by reference into any other agreement for services or construction for the Project.

§ 1.1.2 Signatures may be made by electronic methods to the fullest extent permitted by applicable law.

### § 1.2 DEFINITIONS

§ 1.2.1 **Digital Data.** Digital Data is defined as information, communications, drawings, or designs created or stored for the Project in digital form.

§ 1.2.2 **Confidential Information.** Confidential Information is defined as Digital Data that the transmitting party has designated as confidential and clearly marked with an indication such as “Confidential” or “Business Proprietary.”

§ 1.2.3 **Written or In Writing.** In addition to any definition in the Agreement to which this Exhibit is attached, “written” or “in writing” shall mean any communication, including without limitation a notice, consent or interpretation, prepared and sent to an address provided in this Exhibit using a transmission method set forth in this Exhibit that permits the recipient to print or store the communication. Communications transmitted electronically are presumed received if sent in conformance with this Section 1.2.3.

### ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the transmitting party to the receiving party that the transmitting party (1) is the copyright owner of the Digital Data, (2) has permission from the copyright owner to transmit the Digital Data for its use on the Project, or (3) is authorized to transmit Confidential Information.

§ 2.2 The receiving party agrees to keep Confidential Information strictly confidential and not to disclose it to any other person except to (1) its employees, (2) those who need to know the content of the Confidential Information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of Confidential Information.

§ 2.3 The transmitting party does not convey any right in the Digital Data or in the software used to generate the data. The receiving party may not use the Digital Data unless permission to do so is provided in the Agreement, in other documents incorporated by reference into the Agreement, such as the general conditions of the contract for construction, or in a separate license.

§ 2.4 Unless otherwise granted in a separate license, the receiving party’s use, modification, or further transmission of the Digital Data, as provided in the Agreement, is specifically limited to the design and construction of the Project in accordance with the Project Protocols set forth in Article 3, and nothing contained in this Exhibit conveys any other right to use the Digital Data for another purpose.

§ 2.5 To the fullest extent permitted by law, the receiving party shall indemnify and defend the transmitting party from and against all claims arising from or related to the receiving party’s modification to, or unlicensed use of, the Digital Data.

**ARTICLE 3 PROJECT PROTOCOL TABLE**

§ 3.1 The parties agree to comply with the data formats, transmission methods and permitted uses set forth in the Project Protocol Table below when transmitting or using Digital Data on the Project.

(Complete the Project Protocol Table by entering information in the spaces below. Adapt the table to the needs of the Project by adding, deleting or modifying the listed Digital Data as necessary. Use Section 3.2 Project Protocol Table Definitions to define abbreviations placed, and to record notes indicated, in the Project Protocol Table.)

Digital Data	Data Format	Transmitting Party	Transmission Method	Receiving Party	Permitted Uses	Notes (Enter #)
3.1.1 Project Agreements and Modifications	PDF	O, A	EMA	A, O	R	!
3.1.2 Project communications						
General communications	W, PDF	O, A	EM	A, O	M	
Meeting notices	PDF	O, A	EMA	A, O	M	
Agendas	PDF	O, A	EMA	A, O	M	
Minutes	PDF	O, A	EMA	A, O	R	
Requests for information	PDF	O, A	EM, EMA	A, O	I	
Other:						
3.1.3 Architect's pre-construction submittals						
Schematic Design Documents	PDF	A	EMA, FTP	O	R	
Design Development Documents	NA					
Construction Documents	NA					
3.1.4 Architect's Drawings and Specifications	NA					
Contract Documents						
Drawings						
Specifications						
Other:						
3.1.5 Contractor's submittals	NA					
Product data						
Submitted by Contractor						
Returned by Architect						
Shop drawings						
Submitted by Contractor						
Returned by Architect						
Other submittals:						
3.1.6 Subcontractor's submittals	NA					
Product data						
Submitted by Subcontractor						
Returned by Contractor						
Shop drawings						
Submitted by Subcontractor						
Returned by Contractor						
Other Submittals:						
3.1.7 Modifications	NA					
Architect's Supplemental Instructions						
Requests for proposal						
Proposal						
Modification communications						
3.1.8 Project payment documents	NA					
3.1.9 Notices and Claims	PDF	O, A	EMA	A, O	R	!
Other:						
3.1.10 Closeout documents	NA					
Record documents						

### §3.2 PROJECT PROTOCOL TABLE DEFINITIONS

*(Below are suggested abbreviations and definitions. Delete, modify or add as necessary.)*

#### **Data Format:**

*(Provide required data format, including software version.)*

W .doc, Microsoft® Word 2002

#### **Transmitting Party:**

O Owner  
A Architect  
C Contractor

#### **Transmission Method:**

EM Via e-mail  
EMA As an attachment to an e-mail transmission  
CD Delivered via Compact Disk  
PS Posted to Project Web site  
FTP FTP transfer to receiving FTP server

#### **Receiving Party:**

O Owner  
A Architect  
C Contractor

#### **Permitted Uses:**

*(Receiving Party's permitted use(s) of Digital Data)*

S Store and view only  
R Reproduce and distribute  
I Integrate (incorporate additional digital data without modifying data received)  
M Modify as required to fulfill obligations for the Project

#### **Notes:**

*(List by number shown on table.)*

1. Original copies of Project Agreements and Modifications, or Notices and Claims shall be provided as hard copies.

CHAPTER 217  
HB 430 - FINAL VERSION

04/28/2016 1508s

2016 SESSION

15-0183  
10/09

HOUSE BILL **430**

AN ACT relative to allowing towns and cities to adopt a property tax credit which extends the current veterans' property tax credit to all honorably discharged veterans.

SPONSORS: Rep. F. Rice, Rock 21; Rep. F. McCarthy, Carr 2; Rep. LeBrun, Hills 32; Rep. Martin, Merr 23; Rep. Kuch, Merr 23; Rep. Bailey, Graf 14; Rep. McConnell, Ches 12

COMMITTEE: Municipal and County Government

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AMENDED ANALYSIS

This bill enables towns and cities to adopt an additional veterans' property tax credit for honorably discharged veterans who are not eligible for the current veterans' property tax credit or the tax credit for service-connected total disability by extending the current tax credit amount to all such veterans.

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Explanation: Matter added to current law appears in ***bold italics***.  
Matter removed from current law appears [~~in brackets and struck through.~~]  
Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

04/28/2016 1508s 15-0183  
10/09

STATE OF NEW HAMPSHIRE

*In the Year of Our Lord Two Thousand Sixteen*

AN ACT relative to allowing towns and cities to adopt a property tax credit which extends the current veterans' property tax credit to all honorably discharged veterans.

*Be it Enacted by the Senate and House of Representatives in General Court convened:*

217:1 New Section; Property Taxation; All Veterans' Property Tax Credit. Amend RSA 72 by inserting after section 28-a the following new section:

72:28-b All Veterans' Tax Credit.

I. A town or city may adopt or rescind the all veterans' property tax credit granted under this section by the procedure in RSA 72:27-a.

II. The credit granted under this section shall be the same as the amount of the standard or optional veterans' tax credit in effect in the town or city under RSA 72:28.

III. The all veterans' tax credit shall be subtracted each year from the property tax on the veteran's residential property.

IV. A person shall qualify for the all veterans' tax credit if the person is a resident of this state who served not less than 90 days on active service in the armed forces of the United States and was honorably discharged or an officer honorably separated from service; or the spouse or surviving spouse of such resident, provided that Title 10 training for active duty by a member of a national guard or reserve shall be included as service under this paragraph; provided however that the person is not eligible for and is not receiving a credit under RSA 72:28 or RSA 72:35.

217:2 All Veteran's Property Tax Credit; Adoption Procedure; Reference Added. Amend the introductory paragraph of RSA 72:27-a, I to read as follows:

I. Any town or city may adopt the provisions of RSA 72:28, **RSA 72:28-b**, RSA 72:29-a, RSA 72:35, RSA 72:37, RSA 72:37-b, RSA 72:38-b, RSA 72:39-a, RSA 72:62, RSA 72:66, RSA 72:70, or RSA 72:76 in the following manner:

217:3 Definition of Resident; Reference Added. Amend RSA 72:29, I to read as follows:

I. The word "resident" as used in RSA 72:28 **and RSA 72:28-b** shall mean a person who has resided in this state for at least one year preceding April 1, in the year in which the tax credit is claimed.

217:4 References Added; Proration of Tax Credit; Husband and Wife; Allied Forces. Amend RSA 72:30 - 72:32 to read as follows:

72:30 Proration of Tax Credit. If any entitled person or persons shall own a fractional interest in residential real estate, each such entitled person shall be granted a tax credit in proportion to his or her interest therein with other persons so entitled, but in no case shall the total tax credit exceed the tax credit allowed under RSA 72:28, I or II, **or RSA 72:28-b**, except as provided in RSA 72:31.

72:31 Husband and Wife. A husband and wife, each qualifying for a tax credit, shall each be granted a tax credit upon their residential real estate as provided under RSA 72:28, I or II, **or RSA 72:28-b**.

72:32 Veterans of Allied Forces. Any person otherwise entitled under the provisions of RSA 72:28, **28-b**, 30 and 31 who being a citizen of the United States, or being a resident of New Hampshire, at the time of his **or her** entry therein, served on active duty in the armed forces of any of the governments associated with the United States in the wars, conflicts, or armed conflicts set forth in RSA 72:28, shall be entitled to the tax credit authorized by RSA 72:28 **or RSA 72:28-b**.

217:5 Definitions; References Added. Amend RSA 72:29, VI to read as follows:

VI. For purposes of RSA 72:28, **28-b**, 29-a, 30, 31, 32, 33, 35, 36-a, 37, 37-a, 37-b, 38-a, 39-a, 62, 66, and 70, the ownership of real estate, as expressed by such words as "owner," "owned" or "own," shall include those who have placed their property in a grantor/revocable trust or who have equitable title or the beneficial interest for life in the subject property.

217:6 Property Taxation; Application Procedure; Reference Added. Amend the introductory paragraph of RSA 72:33, I to read as follows:

I. No person shall be entitled to the exemptions or tax credits provided by RSA 72:28, **28-b**, 29-a, 30, 31, 32, 35, 36-a, 37, 37-a, 37-b, 38-b, 39-b, 62, 66, and 70 unless the person has filed with the selectmen or assessors, by April 15 preceding the setting of the tax rate, a permanent application therefor, signed under penalty of perjury, on a form approved and provided by the commissioner of revenue administration, showing that the applicant is the true and lawful owner of the property on which the exemption or tax credit is claimed and that the applicant was duly qualified upon April 1 of the year in which the exemption or tax credit is first claimed, or, in the case of financial qualifications, that the applicant is duly qualified at the time of application. The form shall include the following and such other information deemed necessary by the commissioner:

217:7 Appeals; Reference Added. Amend RSA 72:34-a to read as follows:

72:34-a Appeal From Refusal to Grant Exemption, Deferral, or Tax Credit. Whenever the selectmen or assessors refuse to grant an applicant an exemption, deferral, or tax credit to which the applicant may be entitled under the provisions of RSA 72:23, 23-d, 23-e, 23-f, 23-g, 23-h, 23-i, 23-j, 23-k, 28, **28-b**, 29-a, 30, 31, 32, 35, 36-a, 37, 37-a, 37-b, 38-a, 38-b, 39-a, 39-b, 41, 42, 62, 66, or 70 the applicant may appeal in writing, on or before September 1 following the date of notice of tax under RSA 72:1-d, to the board of tax and land appeals or the superior court, which may order an exemption, deferral, or tax credit, or an abatement if a tax has been assessed.

217:8 Interpretation by Commissioner of Revenue Administration. Amend RSA 72:36, I to read as follows:

I. The commissioner's interpretation of RSA 72:28, **72:28-b**, 72:29, 72:29-a, 72:30, 72:31, 72:32, 72:33, 72:34, 72:34-a, 72:35, 72:36-a, 72:37, 72:37-a, 72:37-b, 72:38-a, 72:38-b, 72:39-a, 72:39-b, 72:41, 72:62, 72:66, and 72:70; and

217:9 Standard and Optional Veterans' Credit; Active Service. Amend RSA 72:28, IV(a) to read as follows:

(a) Every resident of this state who served not less than 90 days *on active service* in the armed forces of the United States in any qualifying war or armed conflict listed in this section and was honorably discharged or an officer honorably separated from service; or the spouse or surviving spouse of such resident, provided that Title 10 training for active duty by a member of a national guard or reserve shall be included as service under this subparagraph;

217:10 Effective Date. This act shall take effect 60 days after its passage.

Approved: June 9, 2016

Effective Date: August 8, 2016

NEW VETERAN TAX CREDIT - MRI CLIENT LIST

	2015 STANDARD VET CREDITS GRANTED	% of TOTAL STATE STANDARD VET CREDITS	POTENTIAL "GAP" ELIGIBLE	STANDARD CREDIT AMOUNT	POTENTIAL ADDITIONAL TAX AMOUNT "SHIFT"
ACWORTH	37	0.0690%	19	\$100	\$1,900
CHARLESTOWN	254	0.4734%	130	\$400	\$52,000
CHESTER	204	0.3802%	104	\$500	\$52,000
DUNBARTON	116	0.2162%	59	\$500	\$29,500
EPPING	227	0.4231%	116	\$500	\$58,000
EXETER	558	1.0400%	285	\$500	\$142,500
FREMONT	183	0.3411%	93	\$500	\$46,500
HAMPSTEAD	405	0.7549%	207	\$500	\$103,500
HOLLIS	318	0.5927%	162	\$500	\$81,000
JAFFREY	227	0.4231%	116	\$400	\$46,400
LEE	173	0.3224%	88	\$500	\$44,000
NEWMARKET	298	0.5554%	152	\$500	\$76,000
NORTH HAMPTON	285	0.5312%	145	\$500	\$72,500
RYE	302	0.5629%	154	\$500	\$77,000
SANDOWN	236	0.4399%	120	\$500	\$60,000
WINDHAM	421	0.7847%	215	\$500	\$107,500
<b>TOTAL</b>					
<b>STATE VET CREDITS</b>	<b>53,652</b>				
	<b>27,376</b>	<b>SEE BELOW</b>			
Per 2014 NHES report, there were <u>33,798</u> "gap" veterans in NH					
("Gap" represents those peace time vets in NH in between WWII - Korea/Korea - Vietnam/Vietnam-First Gulf War)					
According to "Housing Assistance Council", ( <a href="http://www.veteransdata.info">www.veteransdata.info</a> ), 81% of NH veterans are homeowners.					
Thus $81\% \times 33,798 = 27,376$ estimated additional vet credits due to HB 430 potentially					
The Potential "Gap" eligible column represents multiplying each communities % of the total statewide standard vet count multiplied by the eligibility total to estimate how many potential additional vet credits					
The potential additional amount column represents additional amount of tax credits which would be shifted to all taxpayers.					



## **Town of Lee Draft Cell Phone Policy**

Employees who are required to have a cell phone for the benefit of communications on behalf of the Town and in furtherance of their job responsibilities as authorized by the Department Manager or Town Administrator shall be provided with a stipend of thirty dollars (\$30.00) per month in lieu of a Town telephone device. Generally, this will be provided if the job function of the employee requires considerable time outside of his/her assigned office or work area and it is important to the Town that s/he is accessible during those times.

Employees who currently have a Town-provided cell phone are not eligible for this reimbursement.

However, this does not authorize non-exempt employees from utilizing a cell phone for Town business after regular business hours to the extent that it will create an overtime pay situation. Non-exempt employees are to be contacted via cell phone (calls, emails or texts) only for a bona-fide emergency and/or urgent Town-related business that cannot wait until the next business day.

Texting as a form of communication is discouraged, as messages would be difficult to access in response to a 91-A (Right-to-Know) request.

Under no circumstance shall an employee use a device while operating a motor vehicle or equipment while on Town related business.

Approved by the Lee Select Board on \_\_\_\_\_

\_\_\_\_\_  
Scott Bugbee, Chairman

\_\_\_\_\_  
John LaCourse, Selectman

\_\_\_\_\_  
Cary Brown, Selectman



The State of New Hampshire  
**Department of Environmental Services**



**Thomas S. Burack, Commissioner**

December 13, 2016

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

RECEIVED  
DEC 16 2016  
SELECTIVE OFFICE

COPIES

SUBJECT: NTNC: Lee: His Angels Learning Academy: PWS #: 1335060  
Deactivation of a Public Water System

Dear Owner:

Based on updated information, it has come to the attention of this office that the above subject water system has been deactivated for the following reason:

**HIS ANGELS LEARNING ACADEMY IS TEMPORARILY OUT OF SERVICE**

In the event that this system begins to serve 25 or more people over 60 days per year, please notify this office so that the system and the PWS ID can be reactivated. Please maintain this PWS # 1335060 in your files. Upon reactivation, this number will again be used to identify the existing water system, not the business entity.

If the system is sold, please notify the buyer of the above information. Also, please notify this office of any changes to the water system.

If you have any questions concerning this letter, please call me at 271-3544 or by email at [jane.murray@des.nh.gov](mailto:jane.murray@des.nh.gov).

Sincerely yours,

Jane Murray  
Drinking Water Groundwater Bureau

cc: Lee Health Officer  
Lee Select Board



The State of New Hampshire  
**LIQUOR COMMISSION**

Division of Enforcement & Licensing

57 Regional Drive Suite #8

P.O Box 1795

Concord, NH 03302-1795

Phone: (603) 271-3521

Fax: (603) 271-3758



December 23, 2016

LINDA R. REINHOLD

Lee

7 MAST RD

LEE NH 03824

Subject: RSA 541-A:39 Notice To Municipalities

Dear Sir or Madam:

US Gas Lee LLC, Wayne Lucier, Member has made application to the Division of Enforcement for a **Combination bev/wine/tobacco** liquor license under the provisions of RSA 178:18 & 178:19\_a. This establishment is located at 48 Concord Rd, Lee.

Pursuant to RSA 541-A:39, the New Hampshire Liquor Commission hereby provides the City/Town of Lee with notice of the application and informs you that you may submit data, views, comments, or other materials or evidence with respect to the potential issuance of the liquor license. This information will be taken into consideration by the Division of Enforcement & Licensing prior to its recommendation to the Liquor Commission for approval or denial of the license.

Sincerely,

A handwritten signature in blue ink, appearing to be "J. [unclear]".

Chief  
Division of Enforcement

c: Lee PD



# State of New Hampshire Department of Revenue Administration

109 Pleasant Street  
PO Box 1313, Concord, NH 03302-1313  
Telephone (603) 230-5000  
www.revenue.nh.gov



John T. Beardmore  
Commissioner

12/23/2016

MUNICIPAL AND PROPERTY  
DIVISION  
Stephan W. Hamilton  
Director

TOWN OF LEE  
OFFICE OF SELECTMEN  
7 MAST ROAD  
LEE NH 03824



Assistant Director

Dear Selectmen/Assessing Officials:

The Department of Revenue Administration is charged with the responsibility of annually equalizing the local assessed valuation of municipalities and unincorporated places throughout the state. The Department has conducted a sales-assessment ratio study using market sales, which have taken place in your municipality between October 1, 2015 and September 30, 2016. Based on this information, we have determined the average level of assessment of land, buildings and manufactured housing as of April 1, 2016.

The sales values have been determined from revenue stamps and verified whenever possible. When it appears that changes in the assessed values of properties have been made solely because of the sale price, the assessed values prior to the sale have been used.

Based on the enclosed survey, we have determined a median ratio for the land, buildings and manufactured housing in your municipality for Tax Year 2016 to be **96.3%**. The median ratio is the generally preferred measure of central tendency for assessment equity, monitoring appraisal performance, and determining reappraisal priorities, or evaluating the need for reappraisal. The median ratio, therefore, should be the ratio used to modify the market value of properties under review for abatement to adjust them in accordance with the overall ratio of all properties in your municipality.

We have also determined the overall equalization assessment - sales ratio for the land, buildings and manufactured housing in your municipality for Tax Year 2016 to be **94.3%**. This ratio will be used to equalize the modified local assessed valuation for all land, buildings and manufactured housing in your municipality. This ratio does not include any public utility property in your municipality, nor will it be used to equalize the net local assessed value of public utilities.

In an effort to provide municipalities with more detailed information regarding their level of assessment (i.e. equalization ratio) and dispersion (i.e. coefficient of dispersion and price-related differential), we have prepared separate analysis sheets for various property types (stratum). See attached summary sheet showing your municipality's stratified figures and a further explanation of the D.R.A.'s stratified analysis.

**Please review the enclosed list of sales used in determining your assessment-sales ratio. If any incorrect data has been used, or if you would like to meet with me to discuss this ratio or an alternate ratio methodology as outlined in the accompanying information sheet, please contact me immediately.**

You will be notified of your municipality's total equalized valuation when the Department has completed its process of calculating the total equalized valuation.

Sincerely,

Linda C. Kennedy,  
Manager

TDD Access: Relay NH 1-800-735-2964

*Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.*



# 2016 Final Ratio Study Report

1 of 7

12/16/2016 9:14:23 AM

Town Name: Lee, Strafford County

Use Code: AA - Any & All

Date Range: 10-01-2015 through 09-30-2016

*Ratios were created using stipulated year assessments.*

*John W. K... 12/16/16*  
*Judith C. Kennedy 12/16/16*

## Summary of Codes Used

<b>Group Class:</b> AA - Any & All	<b>Property Codes:</b> 11 = Single Family Home 12 = Multi Family 2-4 Units 14 = Single Res Condo Unit 18 = Mfg Housing Without Land 22 = Residential Land 33 = Commercial L&B
<b>Modifier Codes:</b> 00 = No Modifier Code 70 = Waterfront	<b>Special Codes:</b> 00 = No Special Code

## Indicated Ratio / Weighted Mean

Year	2016	2015	2014
Indicated Ratio	94.3	91.8	96.4
Weighted Mean	94.3	91.8	96.4

## Basic Statistics Section (Not Trimmed)

Sales In Date Range	Sales Used	Results
Total: 105 XX Moved: 0 Sales w/PA34: 84 %Sales w/PA34: 80.0%	Total Strata: 105 Sales Used: 81 %Sales Used: 77.1% Sales Used w/PA34: 67 %Sales Used w/PA34: 82.7%	%Mean: 97.0% %Median: 96.3% %WtMean: 95.0% COD (Median): 6.4 PRD: 1.02 Median Selling Price: \$270,000 Median Assessed Value: \$257,400

## Extended Statistics Section (Trimmed)

<b>Town Code:</b> 121	<b>Weighted Mean:</b> 94.3	<b>COD:</b> 5.4	<b>PRD:</b> 1.02
<b>Valid Sales:</b> 81	<b>Wt.Mean Lo 90%CI:</b> 91.8	<b>COD Lo 90%CI:</b> 4.6	<b>PRD Lo 90%CI:</b> 1.01
<b>Trimmed:</b> 3	<b>Wt.Mean Up 90%CI:</b> 95.8	<b>COD Up 90%CI:</b> 6.5	<b>PRD Up 90%CI:</b> 1.04
<b>Untrimmed:</b> 78	<b>Median Ratio:</b> 96.3	<b>Weighted COD:</b> 5.3	<b>COV:</b> 7.5
<b>Trim Factor:</b> 3	<b>Median Lo 90%CI:</b> 94.8	<b>Med. Abs. Dev.:</b> 5.7	<b>25th Percentile:</b> 91.9
<b>Lo Trim Point:</b> 76.9	<b>Median Up 90%CI:</b> 97.1	<b>Med % Dev.:</b> 5.9	<b>75th Percentile:</b> 99.8
<b>Up Trim Point:</b> 115.5	<b>Mean Ratio:</b> 95.8	<b>Coef. Conc. 10%:</b> 84	<b>Broaden Median:</b> 96.3
<b>Min Ratio:</b> 76.9	<b>Mean Lo 90%CI:</b> 94.5	<b>Coef. Conc. 15%:</b> 86.4	<b>Geometric Mean:</b> 95.5



## 2016 Final Ratio Study Report

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12/16/2016 9:14:23 AM

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<b>Max Ratio:</b>	135	<b>Mean Up 90%CI:</b>	97.2	<b>Coef. Conc. 20%:</b>	96.3	<b>Harmonic Mean:</b>	95.3
<b>Min Sale \$:</b>	\$8,000	<b>Avg. Sale Price:</b>	\$288,558	<b>Coef. Conc. 50%:</b>	100	<b>Std. Deviation:</b>	7.2
<b>Max Sale \$:</b>	\$1,400,000	<b>Avg. Appraised Val:</b>	\$272,132	<b>Coef. Conc. 100%:</b>	100	<b>Normality Test:</b>	Accept

*The general descriptive and median ratio statistics are not trimmed of outliers and are based on all valid sales in the sample.*

### Summary of Exclusion Codes Used

Codes	Description	Count	%Excluded	%Strata
16	L/O Assessment - L/B Sale	1	4.2	1.2
66	Complex Commercial Sale	1	4.2	1.2
90	RSA 79-A Current Use	5	20.8	6.2
14	Improvements +/- (Post Assmt/Pre Sale)	1	4.2	1.2
19	Multi-Town Property	1	4.2	1.2
37	Financial Entity as Grantor/Grantee	3	12.5	3.7
40	Business Affiliates as Grantor/Grantee	1	4.2	1.2
38	Family/Relatives/Affil as Grantor/Grantee	2	8.3	2.5
41	Government Related Entities: NH Housing Authority, FNMA	1	4.2	1.2
15	Improvements +/- Incomplete at Assmt date	1	4.2	1.2
35	Government Agency as Grantor/Grantee	3	12.5	3.7
47	Other Sale of Convenience	4	16.7	4.9
		<b>24</b>	<b>100.2</b>	<b>29.4</b>

### Included Sales

Verno	Book Page	Sale Price	Assessed Value	Ratio	PC	MC	SC	Trim	Notes
4	4331-0005	\$282,500	\$292,300	103.5	11				
5	4331-0870	\$165,000	\$158,900	96.3	14				REVAL
8	4334-0102	\$234,000	\$219,900	94	11				
11	4335-0458	\$310,000	\$295,300	95.3	11				
12	4335-0661	\$8,000	\$9,200	115	18				



## 2016 Final Ratio Study Report

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12/16/2016 9:14:23 AM

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### Included Sales

Verno	Book Page	Sale Price	Assessed Value	Ratio	PC	MC	SC	Trim	Notes
16	4339-0098	\$235,000	\$227,400	96.8	11				
17	4339-0515	\$38,000	\$34,400	90.5	18				
18	4340-0103	\$10,000	\$9,200	92	18				
21	4341-0274	\$229,500	\$257,400	112.2	11	70			
22	4341-0662	\$1,400,000	\$1,113,100	79.5	33				
23	4342-0150	\$240,000	\$215,400	89.8	11				
24	4342-0638	\$212,500	\$212,800	100.1	11				
26	4343-0191	\$320,000	\$286,100	89.4	14				REVAL - CONVERTED TO CONDOMINIUM PRIOR TO SALE
28	4343-0537	\$200,000	\$210,200	105.1	11				
32	4345-0346	\$380,000	\$349,800	92	11				
33	4346-0201	\$277,900	\$270,700	97.4	11				
34	4346-0697	\$163,000	\$220,000	135	12			Yes	
38	4347-0054	\$180,000	\$207,900	115.5	11				Resold V155 [Ex 14]
39	4347-0131	\$297,500	\$285,100	95.8	14				
40	4347-0268	\$247,000	\$306,000	123.9	12			Yes	
42	4348-0940	\$90,000	\$82,300	91.4	22				REVAL - - NEW LOT 2016
44	4349-0446	\$200,000	\$205,300	102.6	11				
46	4350-0076	\$25,000	\$31,300	125.2	18			Yes	
48	4350-0602	\$270,000	\$248,100	91.9	11				
49	4351-0853	\$600,500	\$601,000	100.1	11	70			
51	4353-0354	\$29,000	\$29,900	103.1	18				
54	4355-0678	\$242,000	\$222,900	92.1	11				
55	4356-0066	\$180,000	\$201,500	111.9	11				
57	4356-0867	\$259,900	\$236,900	91.2	11				
60	4359-0120	\$333,500	\$316,500	94.9	11				
64	4362-0820	\$405,000	\$393,600	97.2	11				



## 2016 Final Ratio Study Report

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12/16/2016 9:14:23 AM

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Use Code: AA - Any & All

Date Range: 10-01-2015 through 09-30-2016

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### Included Sales

Verno	Book Page	Sale Price	Assessed Value	Ratio	PC	MC	SC	Trim	Notes
68	4364-0270	\$305,000	\$300,000	98.4	11				
69	4365-0241	\$200,000	\$210,400	105.2	11	70			
71	4366-0292	\$370,000	\$369,400	99.8	11				
74	4369-0351	\$75,500	\$71,200	94.3	18				
75	4369-0651	\$90,000	\$79,100	87.9	22				
76	4369-0806	\$320,000	\$304,700	95.2	33				
78	4370-0557	\$421,000	\$421,300	100.1	11				
79	4371-0362	\$36,000	\$33,900	94.2	18				
83	4373-0039	\$214,300	\$195,900	91.4	11				
85	4374-0655	\$240,000	\$184,500	76.9	11				
88	4375-0646	\$324,700	\$311,600	96	11				
90	4376-0101	\$335,000	\$336,500	100.4	11				
94	4377-0846	\$472,000	\$458,800	97.2	11				
95	4379-0070	\$210,000	\$205,200	97.7	11				
96	4380-0375	\$94,500	\$84,500	89.4	22				
100	4384-0570	\$325,000	\$285,800	87.9	11				
101	4384-0904	\$310,000	\$279,500	90.2	11				
102	4386-0504	\$413,000	\$398,700	96.5	11				
103	4386-0566	\$320,000	\$304,900	95.3	11				
106	4388-0196	\$27,000	\$30,900	114.4	18				
109	4389-0859	\$225,000	\$220,800	98.1	14				
111	4391-0301	\$220,000	\$216,900	98.6	11				
115	4392-0861	\$310,000	\$302,600	97.6	11				
120	4394-0414	\$565,000	\$532,900	94.3	11				
122	4395-0316	\$418,000	\$408,700	97.8	11				
127	4395-0609	\$222,000	\$216,400	97.5	14				





## 2016 Final Ratio Study Report

5 of 7

12/16/2016 9:14:23 AM

Town Name: Lee, Strafford County

Use Code: AA - Any & All

Date Range: 10-01-2015 through 09-30-2016

*Ratios were created using stipulated year assessments.*

### Included Sales

Verno	Book Page	Sale Price	Assessed Value	Ratio	PC	MC	SC	Trim	Notes
128	4395-0758	\$25,000	\$24,400	97.6	18				
129	4396-0123	\$518,000	\$491,300	94.8	11	70			
134	4400-0935	\$330,000	\$280,900	85.1	11				
140	4403-0465	\$329,900	\$298,700	90.5	11				
141	4403-0998	\$562,000	\$554,400	98.6	11				
142	4404-0437	\$228,000	\$217,700	95.5	11				
143	4404-0465	\$258,000	\$250,200	97	11				
145	4405-0097	\$474,000	\$443,200	93.5	11				
146	4405-0890	\$270,000	\$249,700	92.5	11				
147	4406-0209	\$250,000	\$232,300	92.9	11				Resale V25
149	4407-0327	\$465,000	\$436,100	93.8	11				
150	4407-0728	\$422,500	\$416,700	98.6	11				
152	4410-0464	\$150,000	\$151,600	101.1	22				NEW LOTS 2016 - REVAL
154	4410-0568	\$150,000	\$152,700	101.8	22				NEW LOTS 2016 - REVAL
157	4412-0398	\$90,000	\$76,600	85.1	22				NEW LOT 2016 - REVAL
158	4412-0713	\$339,900	\$304,500	89.6	11				
159	4412-0979	\$465,000	\$408,300	87.8	11	70			
165	4414-0597	\$345,000	\$334,900	97.1	11				
166	4414-0664	\$341,000	\$304,100	89.2	11				
168	4414-0973	\$475,500	\$383,500	80.6	11				
170	4415-0825	\$380,000	\$331,200	87.2	11				
176	4417-0768	\$241,000	\$233,600	96.9	11				
177	4418-0144	\$355,000	\$354,200	99.8	11				
178	4418-0222	\$349,900	\$337,300	96.4	11				



## 2016 Final Ratio Study Report

6 of 7

12/16/2016 9:14:23 AM

Town Name: Lee, Strafford County

Use Code: AA - Any & All

Date Range: 10-01-2015 through 09-30-2016

Ratios were created using stipulated year assessments.

### Excluded Sales

Verno	Book Page	Sale Price	Assessed Vaue	Ratio	PC	MC	SC	EX	Notes
2	4330-0880	\$267,900	\$270,800	101.1	11			47	Other Sale of Convenience Relocation Co. Resold V3
3	4330-0884	\$267,900	\$270,800	101.1	11			47	Other Sale of Convenience Relocation Co. Resale V2
7	4332-0138	\$364,000	\$344,700	94.7	11			90	RSA 79-A Current Use 3 ACRES OF WETLANDS ENROLLED
10	4335-0118	\$176,000	\$258,100	146.6	11	70		38	Family/Relatives/Affil as Grantor/Grantee
20	4340-0710	\$300,000	\$281,300	93.8	12			90	RSA 79-A Current Use 1 ACRE OF WETLANDS ENROLLED IN CURRENT USE
25	4342-0726	\$144,000	\$232,300	161.3	11			37	Financial Entity as Grantor/Grantee Resold V147
35	4346-0804	\$259,800	\$254,200	97.8	11			47	Other Sale of Convenience Relocation Co. Resold V36
36	4346-0807	\$259,800	\$254,200	97.8	11			47	Other Sale of Convenience Relocation Co. Resale V35
47	4350-0262	\$465,000	\$540,600	116.3	11			90	RSA 79-A Current Use
53	4355-0324	\$4,267,500	\$2,683,300	62.9	33			66	Complex Commercial Sale MULTI-PROPERTY TRANSACTIONS
59	4358-0756	\$0	\$136,900	0	11			35	Government Agency as Grantor/Grantee
72	4366-0807	\$175,000	\$242,700	138.7	11	70		41	Government Related Entities: NH Housing Authority, FNMA
87	4375-0608	\$364,900	\$332,500	91.1	11			15	Improvements +/- Incomplete at Assmt date
89	4375-0804	\$445,000	\$7,300	1.6	22			19	Multi-Town Property SMALL PORTION IN LEE - MAJORITY IN DURHAM
104	4387-0327	\$5,000	\$8,200	164	18			35	Government Agency as Grantor/Grantee TAX SALE
112	4391-0786	\$200,000	\$370,000	185	11			90	RSA 79-A Current Use
113	4391-0928	\$45,000	\$196,900	437.6	11	70		38	Family/Relatives/Affil as Grantor/Grantee ESTATE SALE
118	4394-0126	\$482,000	\$447,400	92.8	11			37	Financial Entity as Grantor/Grantee National Equity Inc.; same day as V119
119	4394-0129	\$482,000	\$447,400	92.8	11			37	Financial Entity as Grantor/Grantee National Equity Inc.; same day as V118/Also EC40 per PA34
131	4399-0180	\$165,000	\$148,100	89.8	11			40	Business Affiliates as Grantor/Grantee Per PA34
135	4401-0521	\$155,000	\$136,900	88.3	11			35	Government Agency as Grantor/Grantee
136	4401-0628	\$119,000	\$120,000	100.8	22	70		90	RSA 79-A Current Use



## 2016 Final Ratio Study Report

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12/16/2016 9:14:23 AM

Town Name: Lee, Strafford County

Use Code: AA - Any & All

Date Range: 10-01-2015 through 09-30-2016

*Ratios were created using stipulated year assessments.*

### Excluded Sales

Verno	Book Page	Sale Price	Assessed Vaue	Ratio	PC	MC	SC	EX	Notes
155	4411-0762	\$325,000	\$207,900	64	11			14	Improvements +/- (Post Assmt/Pre Sale) RENO'S AFTER 4/1/16 AND PRIOR TO SALE; Resale V38
179	4419-0063	\$395,000	\$75,600	19.1	11			16	L/O Assessment - L/B Sale



# 2016 Ratio Study Summary Report

12/16/2016 9:14:54 AM

Town Name: Lee, Strafford County

Date Range: 10/01/2015 through 09/30/2016

NH Dept of Revenue Administration. Ratios were created using stipulated year assessments.

Strata	Description	Mean Ratio	Median Ratio	WM Low CI	WM Ratio	WM High CI	COD	PRD	Total Strata	Sales PA34	Valid	Valid %	Valid PA34	Valid PA34 %	UT#	UT %
70	Waterfront	100.02	100.08	0	97.78	0	6.93	1.02	9	7	5	55.6%	3	60.0%	5	100%
12	Multi Family 2-4 Units	0	0	0	0	0	0	0	3	3	2	66.7%	2	100%	2	100%
14	Single Res Condo Unit	96.94	96.30	0	96.89	0	0.90	1.00	5	5	5	100%	5	100%	4	80.0%
18	Mfg Housing Without Land	102.93	97.60	95.75	100.33	108.37	9.87	1.03	10	7	9	90.0%	7	77.8%	9	100%
22	Residential Land	92.79	90.43	0	94.33	0	5.88	0.98	8	7	6	75.0%	6	100%	6	100%
33	Commercial L&B	0	0	0	0	0	0	0	3	2	2	66.7%	1	50.0%	2	100%
AA	Any & All	95.80	96.30	91.75	94.31	95.75	5.38	1.02	105	84	81	77.1%	67	82.7%	78	96.3%
GC1	Area Improved Res	96.29	96.54	94.04	95.32	96.46	5.09	1.01	94	75	73	77.7%	60	82.2%	70	95.9%
GC2	Area Improved Non-Res	0	0	0	0	0	0	0	3	2	2	66.7%	1	50.0%	2	100%
GC3	Area Unimproved	92.79	90.43	0	94.33	0	5.88	0.98	8	7	6	75.0%	6	100%	6	100%



# 2016 Ratio Study Summary Report

12/16/2016 9:14:54 AM

Town Name: Lee, Strafford County

Date Range: 10/01/2015 through 09/30/2016

NH Dept of Revenue Administration. Ratios were created using stipulated year assessments.

Type	Description	Median Low CI	Median Ratio	Median High CI	PRD Low CI	PRD	PRD High CI	COD	UT#
All (AA)	Any & All	94.85	96.30	97.07	1.01	1.02	1.04	5.38	78
Group (GC1)	Area Improved Res	94.90	96.54	97.20	1.00	1.01	1.02	5.09	70
Group (GC2)	Area Improved Non-Res	0	0	0	0	0	0	0	2
Group (GC3)	Area Unimproved	0	90.43	0	0	0.98	0	5.88	6

Title	Description	Criteria Met
Strata-Any and All (Median)	Overall Median Point Estimate confidence interval should overlap range of 90-110	True
Strata-Any and All (PRD)	Overall PRD Confidence Interval should overlap range of .98-1.03	True
Strata-Any and All (COD)	Coefficient of Dispersion < 20.0	True
Strata-GC1	Median Confidence Interval should overlap overall median +/- 5%	True
Strata-GC2	Median Confidence Interval should overlap overall median +/- 5%	N/A
Strata-GC3	Median Confidence Interval should overlap overall median +/- 5%	N/A

**NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
MUNICIPAL & PROPERTY DIVISION  
2016 ASSESSMENT-SALES ANALYSIS REPORTS**

An assessment-sales analysis report has been prepared for the entire sampling of sales in a municipality as well as for each class of property (stratum singular, strata plural) a municipality has provided property-type codes for. Stratified reports are available on the NH Mosaic Equalization System for each municipality.

Each report includes the following:

1. **Equalization summary sheet:** summarizes each stratum, and pertinent statistics for that stratum, as well as statistics for the overall sampling.
2. **Assessment review summary sheet:** summarizes the three strata used for assessment review and whether they meet the assessment review guidelines adopted by the Assessing Standards Board. This sheet includes a graph that visually shows the statistics calculated for the assessment review process.
3. **Equalization Ratio (weighted mean):** The weighted mean ratio will be used to adjust the modified local assessed value of your municipality in order to calculate the total equalized value of your municipality. The Assessing Standards Board adopted the use of the weighted mean for equalization only. It has not been adopted or recommended for use for any other purpose.

If it can be determined that the weighted mean does not reflect an accurate measure of the municipality's assessment level, another factor may be used. This is rare and generally occurs when there are insufficient sales in the ratio study.

**Alternate Ratio Methodology:** The DRA may consider one of the following as an alternate ratio methodology to the weighted mean:

- The DRA may consider other factors if the sampling of the sales is not generally reflective of the make-up of the municipality. To challenge the representativeness of the ratio study, the municipality must provide data and information as to the correct representativeness and the ratio samples that fall into each category.
- The DRA may consider separate assessment ratios for categories unduly affected by bi-modal or multi-modal assessments in a municipality. Consideration will be dependent upon data and information provided by the municipality and verified by the DRA.
- A municipality may request the DRA to consider using separate ratios for each stratum in their overall ratio study that contains at least 20 valid sales in a stratum, and shows a confidence interval, calculated with a 90% confidence level that is wholly outside the confidence level of other strata.

Applying the separate ratios, when justified, the DRA will arrive at a single weighted overall ratio for the municipality based upon the separate ratios and the total assessed valuation of each. This single weighted overall ratio shall be used by the DRA to adjust payments-in-lieu-of-taxes, railroad tax monies, shared revenues, current use values and to compute the municipality's total equalized valuation, where applicable.

For each alternate ratio methodology listed above, the municipality must be able to provide the DRA with accurate assessed value information, subject to verification, for all properties within the strata. Absent the necessary data and information, the weighted mean will be used.

4. **Statistics calculated as part of the ratio study:** The report shows the statistics calculated prior to trimming for outliers and the statistics calculated after the trim procedure was used. Your final equalization ratio will be calculated after trimming. These statistics include, but are not limited to:

**Measures of assessment level**

- Median ratio
- Mean ratio
- Weighted mean (aggregate) ratio

**Measures of dispersion (equity)**

- Coefficient of dispersion
- Price-related differential

Measures of dispersion are *not* used to adjust figures as part of the equalization process.

**Measures of reliability**

- Confidence levels (90%)

**Miscellaneous information**

- Minimum and maximum sale price
- Minimum and maximum ratio
- Number of sales

**For a brief explanation of each statistic shown in the report, refer to “Assessment-Sales Ratio Study Glossary”**

5. **Sales used in the ratio study**

- The verification number of the sale
- If a PA-34 was received, it is coded with a Y
- The selling price
- The assessment
- The ratio for the individual sale
- Comments regarding the sale or assessment

6. **Sales not included in the ratio study and the reason why**

7. **Frequency distribution for the sales not used in the ratio study**

For example: 2 family sales, 3 sheriff's sales, etc.

8. **Time-trended Ratio Study (specific towns)**

The DRA will provide a time trended ratio study report for towns that meet specific criteria set forth in the 2014 Equalization Manual. This includes, but is not limited to, towns which have supplemental sales from prior equalization years added to it. The ability to produce a time-trended ratio study is dependent upon the ability to calculate a valid and reasonable time trending factor.

Unfortunately, in some cases, there were either no sales or not enough sales to give a reliable indicator of assessment or dispersion levels for a specific property type.

These reports are meant to be a tool to indicate to assessing officials the status of individual stratum. The Department of Revenue Administration is not suggesting, in any way, these ratios be used to factor classes of property up or down without further comprehensive study by the local assessing officials.

When reviewing the information for sales used in the overall sampling and sales used in the individual strata, it is important to remember you are looking at two different pictures. The statistics for the overall sampling are calculated using all the sales in the sampling and present a picture of what is happening throughout the municipality. The statistics for the individual strata are calculated using only those sales identified as being a part of that stratum and present a picture of what is happening in just the specific property type. Sales that may be trimmed from the overall sampling may have been left in the stratum or vice versa.

### **ASSESSMENT REVIEW PROCESS**

The Assessing Standards Board has adopted the following statistical guidelines for municipalities in their year of assessment review:

1. A median ratio between .90 and 1.10 with a 90% confidence level for the overall sample;
2. An overall coefficient of dispersion (COD) of the municipality's median ratio of not greater than 20.0 without the use of the confidence level;
3. A median ratio for the three strata adopted by the Assessing Standards Board with a 90% confidence level within 5% of the overall median point estimate; and

For example: If a municipality's median point estimate were 1.00, the 5% range would be from .95 to 1.05. The median point estimates with 90% confidence intervals for the three assessment review strata would have to cross the .95 - 1.05 range.

4. A price-related differential (PRD) between .98 and 1.03 with a 90% confidence interval.

The minimum sample size for calculating a statistic for any of the categories is eight. Failure to calculate statistics due to insufficient sample size shall not have an adverse effect in meeting assessment review guidelines.

Refer to the "Sales-Assessment Sheet Glossary" included with these education handouts for some general definitions for terms used in this report.



**NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
2016  
STRATIFIED ASSESSMENT-SALES ANALYSIS REPORTS  
GLOSSARY**

<b>Assessment</b>	The gross local assessed value of a property prior to any adjustments for exemptions such as blind, elderly, etc.
<b>Average Sale Price</b>	The average (mean) sale price among valid sales in the municipality for that year.
<b>Average Market Value \$</b>	The average (mean) assessed value among valid sales in the municipality for that year.
<b>Bootstrap</b>	A computer intensive statistical procedure designed to provide numerous random samples from the original data set that are in turn used to generate the statistics of interest, such as point estimates and confidence intervals. This procedure is particularly helpful when the original set of data is small, in order to give more accurate statistics.
<b>Broadened Median</b>	The broadened median attempts to preserve the resistance of the median to outliers while also achieving insensitivity to rounding and grouping.
<b>Coefficient of Concentration</b>	The percentage of observations falling within a specified percentage (i.e. 15%) of a measure of central tendency (median ratio).
<b>Coefficient of Dispersion [COD]</b>	The COD is a measure of assessment equity and represents the average deviation of a group of ratios from the median ratio expressed as a percentage of the median. A COD is calculated for the entire sampling and for each stratum.
<b>Coefficient of Variation [COV]</b>	The COV is a measure of relative dispersion of the sample data about the mean of the data. The COV is the standard deviation divided by the mean ratio, expressed as a percentage.
<b>Confidence Intervals</b>	For a given confidence level, the range within which one can conclude that a measure of the population (such as the median) lies.
<b>Confidence Levels</b>	The required degree of confidence in a statistical test or confidence level. A 90% confidence level means that one can be 90% confident that the statistic falls within the indicated range.
<b>Equalization Ratio</b>	<p>The DRA will use the weighted mean ratio to equalize the modified assessed value for each municipality. The Assessing Standards Board adopted the use of the weighted mean for equalization only. It has not been adopted or recommended for use for any other purpose.</p> <p>If it can be determined that the weighted mean does not reflect an accurate measure of the municipality's assessment level, another factor may be used. This is rare and generally occurs when there are insufficient sales in the ratio study.</p>
<b>Geometric Mean Ratio</b>	The nth root of the product (multiplication) of the ratios, where n is the number of ratios. This is another measure of assessment level, one that is less sensitive than the mean to extreme ratios.
<b>Harmonic Mean Ratio</b>	Calculated by taking the sum of the reciprocals of each ratio. (The "reciprocal" of a number is the inverse of the number, or 1 divided by the number.) The sum is then divided by the number of ratios, and the reciprocal of that quotient is the harmonic mean.

**NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
2016  
STRATIFIED SALES-ASSESSMENT ANALYSIS REPORTS  
GLOSSARY**

<b>Maximum Ratio</b>	The highest ratio for the sales used in the sampling.
<b>Maximum Sale Price</b>	The highest sales price for the sales used in the sampling.
<b>Mean Ratio</b>	The average ratio - the sum of ratios divided by the number of ratios.
<b>Median Absolute Deviation [MAD]</b>	The median of the absolute deviations from the median ratio. The MAD like the COD is a measure of variability.
<b>Median Ratio</b>	The middle ratio when a set of ratios is arrayed in order of magnitude.
<b>Minimum Ratio</b>	The lowest ratio for the sales used in the sampling.
<b>Minimum Sale Price</b>	The lowest sales price for the sales used in the sampling.
<b>Percentile - 25<sup>th</sup> &amp; 75<sup>th</sup></b>	The values that divide a set of data into specified percentages when the data are arrayed in ascending order: 25 <sup>th</sup> - the lowest 25% of the ratios 75 <sup>th</sup> - the lowest 75% of the ratios
<b>Modified Assessed Value</b>	The sum of all local assessed values in the municipality minus the value of property exempted under RSA 72:12-a, 72:37-a and 72:23 IV and 72:36-a.
<b>Normality Test</b>	A test to determine if the data is considered to be normally distributed or conforms to the bell-shaped curve (Gaussian shape).  <i>Note: Typically, ratio study data does not follow the bell curve. Utilizing the "bootstrap" technique (as defined above) helps to improve the reliability of the measures calculated.</i>
<b>Price-Related Differential [PRD]</b>	The PRD is calculated by dividing the mean ratio by the weighted mean ratio. It measures vertical inequities (differences in the appraisal of low-value and high-value properties) in assessments. PRDs > 1.03 tend to indicate assessment regressivity (lower-value properties assessed at higher ratios). PRDs < .98 tend to indicate assessment progressivity (lower-value properties assessed at lower ratios than higher-value properties).
<b>Property Types</b>	The property types are listed as 4-letter abbreviations on the top of each stratified report. For example: resl = residential land; coml = commercial land. For a full listing of property types, refer to property-type listing sent with original municipal assessment sheets.
<b>Ratio</b>	The ratio for a single sale means the assessment divided by the sale price.
<b>Sales In Dates &amp; Sales in Strata</b>	The number of sales in dates and number of sales in strata equals the number of sales in the entire sampling or in an individual stratum prior to excluding any sales as invalid.

**NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
2016  
STRATIFIED SALES-ASSESSMENT ANALYSIS REPORTS  
GLOSSARY**

<b>Sales Used # and %</b>	The number and percent of sales used for the entire sampling or individual stratum.
<b>% Sales w/PA-34</b>	The % of sales used for which an Inventory of Property Transfer, Form PA-34, was received.
<b>Standard Deviation</b>	The square root of the following quantity: the sum of the squares of the differences between the ratios and their mean, divided by the number of ratios minus one. The standard deviation is a measure of uniformity, but is rarely used in sales ratio data, since much of its interpretation depends on the data having a normal distribution.
<b>Strata</b>	(stratum, sing.) A class or subset of the population being studied. For example: residential land or waterfront.
<b>Stratified Analysis</b>	The statistical calculations and report prepared for individual stratum in a municipality.
<b>Trim Method "Outliers"</b>	A 3.0 trim procedure was used for identifying and removing sales from the sampling as outliers. These sales are identified by a "Yes" in the Trim column of the analysis sheet.
<b>Total Equalized Valuation</b>	The total equalized value of all property in the municipality as determined in accordance with RSA 21-J:3, XIII. The total equalized valuation includes the equalized valuation of a municipality's assessed values and the equalized value of payments made in lieu of taxes.
<b>Weighted Mean</b>	(a.k.a. aggregate) The sum of the assessments divided by the sum of the sales prices in a ratio study.