

SELECT BOARD MEETING AGENDA

DATE: Tuesday, February 27, 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. **SB2 Public Hearing – The Select Board will hear public comment on Warrant Article 5:**
Shall we rescind the provisions of RSA 40:13 (known as SB 2), as adopted by the Town of Lee on the 8th 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.
4. **Scott Nemet, Fire Chief**
 - a. **HeartSafe** – *A ceremony presented by the NH Fire Academy Bureau of EMS, the American Heart Association and the NH Department of Health and Human Services to designate the Town of Lee as a HeartSafe Community as well as a “HeartSafe Community” sign for permanent display at either the Town Offices or the Fire Department.*
 - b. **Lee Fire Explorer Post** – *Present the Board with the details surrounding the Fire Department sponsoring an Explorer Post for children ages 14-20 and ask for their approval to begin the process as soon as possible.*
5. **Randy Stevens, Highway Supervisor - Posting Weight Limits** – *Shall the Town post weight limits on town roads per RSA 231:190 and RSA 231:191.*
6. **Larry Kindberg, Rec Commission Chair**
 - a. **Expense Authorizations** - *Request permission to expend \$4500 for Program Expenses in 2017.*
 - b. **ORYA MOU** - *Present the Board with the Commission's recommended changes.*
7. **Scott Bugbee, Select Board Chair – Flag Pole at Little River Park**
Request on behalf of the 250th Committee permission from the Board to purchase and install a flag pole at LRP to be located near the Pavilion. Size to be determined and funds to come from the 250th Celebration Account.
8. **Julie Glover, Town Administration**
 - a. *Election Coverage for March 14th*
 - b. *Town Offices closing procedure*
 - c. *Miscellaneous*
9. **Motion to accept the Consent Agenda as presented:**

<p><u>SIGNATURES REQUIRED</u> Department Head Leave Notice - Rossi</p>	<p><u>INFORMATION ONLY</u></p>
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10. **Motion to accept Manifest #17 and Weeks Payroll Ending February 26, 2017.**
11. **Motion to enter into Non-Public Session – NH RSA 91-A:3 II (c) & (a) Roll Call Vote required**
12. **Motion to seal the Non-Public Session Minutes (if necessary.) Roll Call Vote required.**
13. **Miscellaneous/Unfinished Business**
14. **Adjournment**

Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on February 24, 2017

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: <u>2/27/17</u>
Agenda Item No. <u>3</u>

BOARD OF SELECTMEN

February 27, 2017 **MEETING AGENDA REQUEST**
(Meeting Date Requested)

Agenda Item Title: Analysis of Town Meeting Voting Results from 2002 to Present

Requested By: David Cedarholm **Date:** February 20, 2017

Contact Information: email: dcedarholm@comcast.net

Presented By: David Cedarholm

Description: Please allow me to share with the Select Board my analysis of town meeting voting results from 2002 to present including a comparison of the number of voters who cast votes each year, annual town spending, and Lee's town tax rate compared to other surrounding towns (see enclosed charts). It is my expectation that this analysis could be useful to the Select Board for future financial planning, establishing operational budgets, and setting tax rates.

Financial Details: N/A

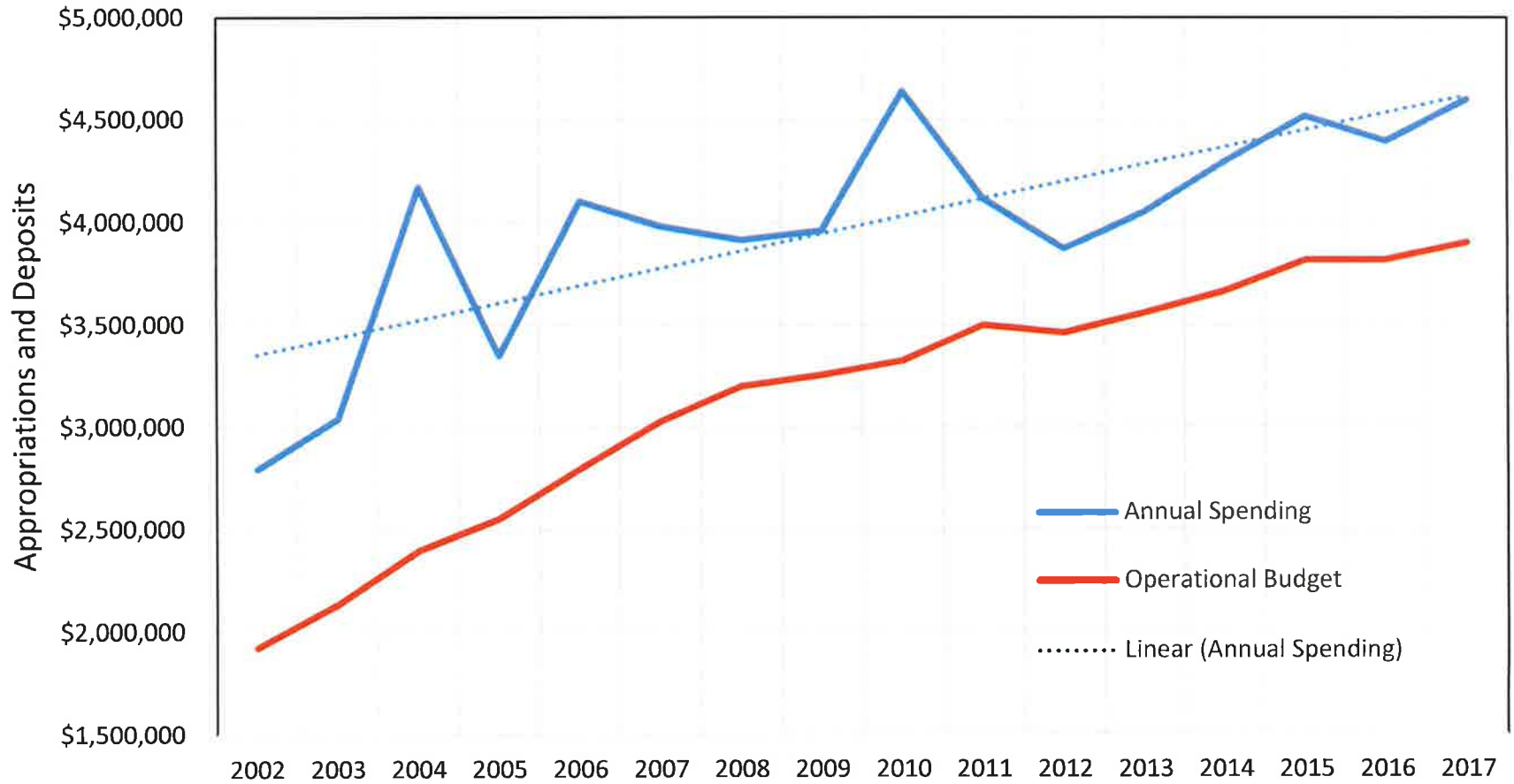
Legal Authority _____
(usually NH RSA or Town Ordinance/Policy):

Legal Opinion: N/A

REQUESTED ACTION OR RECOMMENDATIONS:

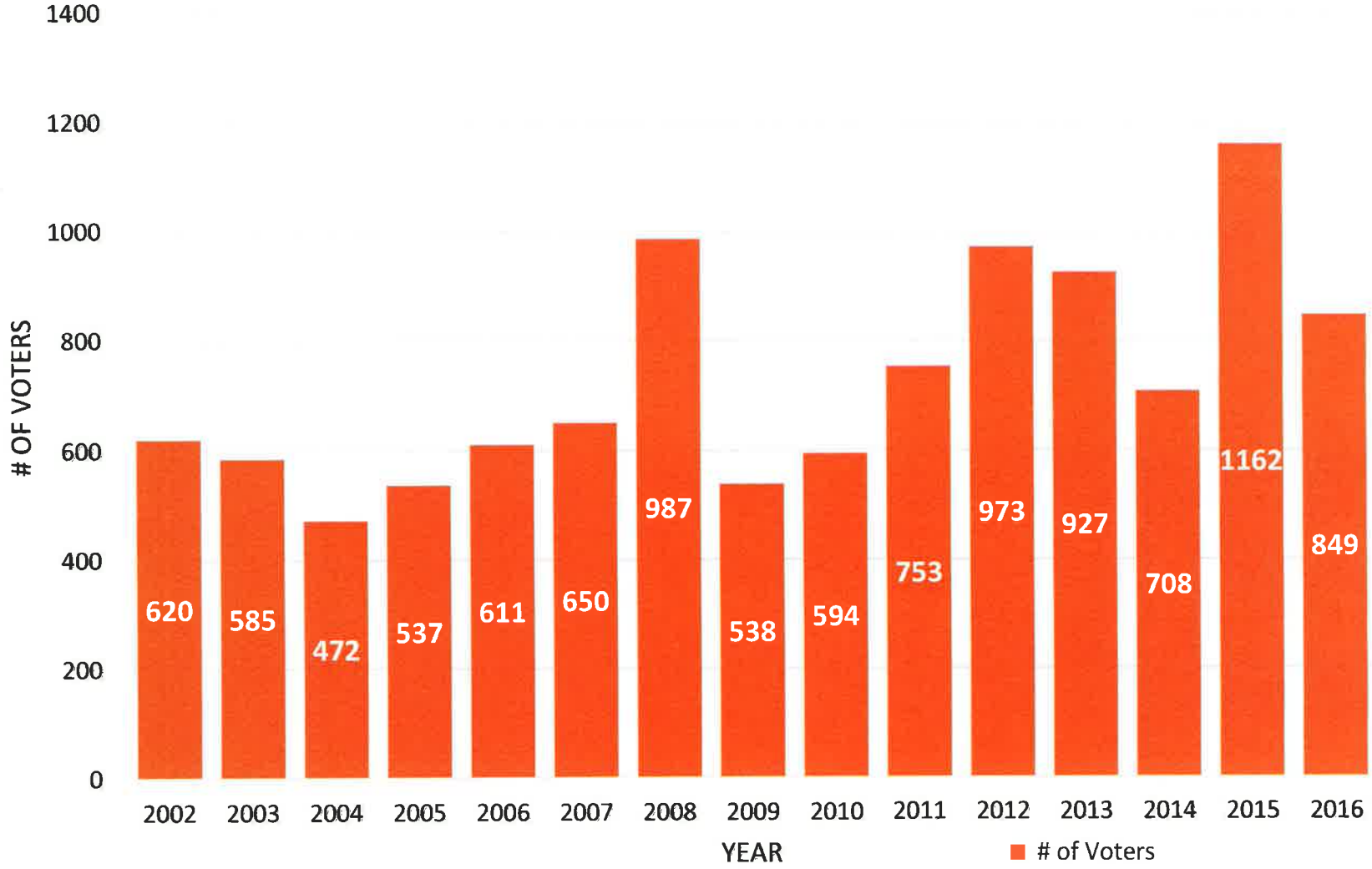
N/A

Annual Spending and Operating Budget 2003 to 2016 Lee, New Hampshire

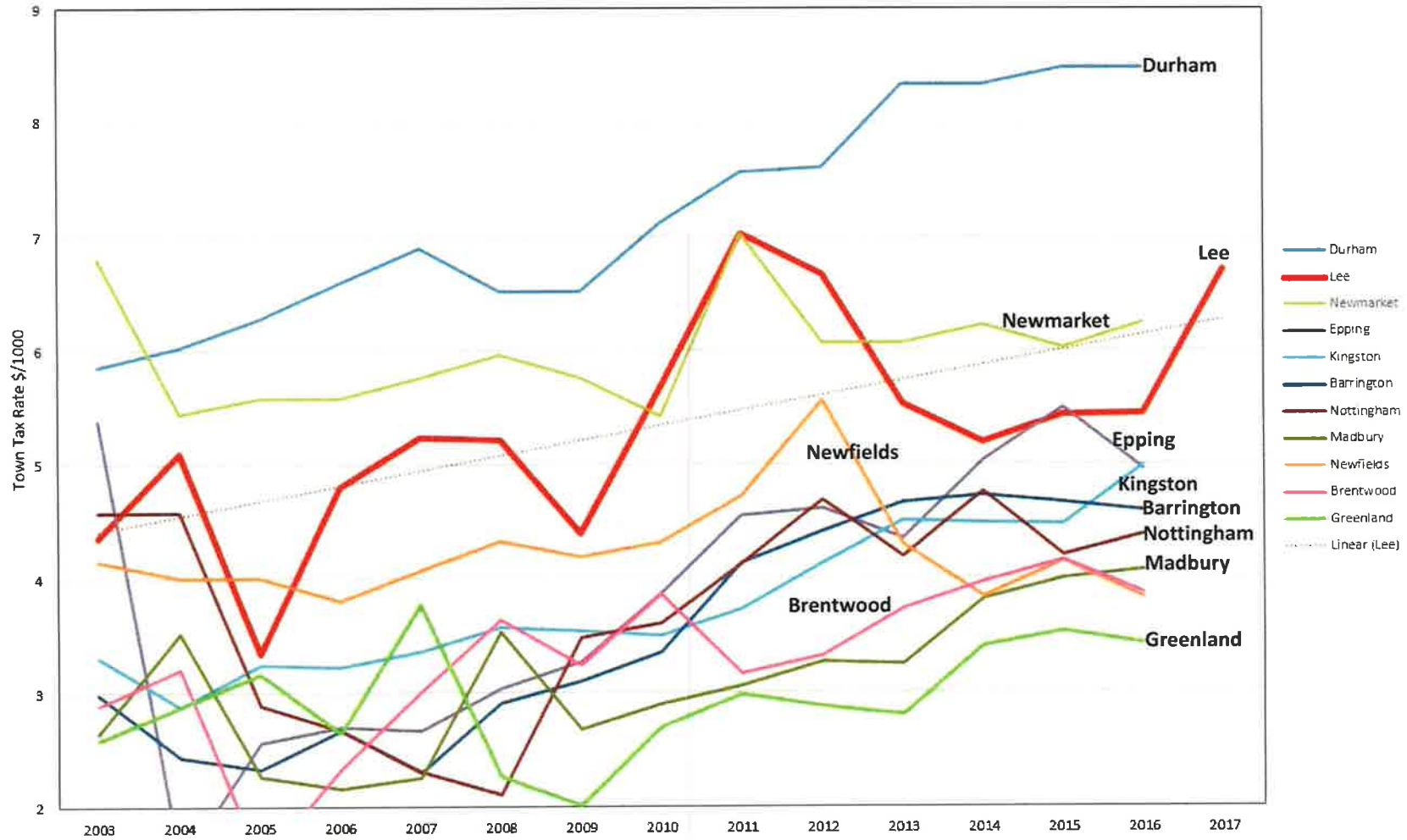


Note: 2017 data is as if all warrant article are approved

TOWN MEETING VOTER PARTICIPATION - LEE, NH



TAX RATE COMPARISON 2003 -2017 (Town Portion Only)





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

Meeting Date: 2/27/17

Agenda Item No. 4a

**BOARD OF SELECTMEN
MEETING AGENDA REQUEST
2/13/2016**

Agenda Item Title: Lee HeartSafe Community Designation Ceremony

Requested By: Chief Nemet

Date: 1/18/2016

Contact Information: SNemet@LeeFire.org 659-5411

Presented By: Chief Nemet

Description: A brief ceremony presentation from the NH Fire Academy Bureau of EMS, American Heart Association, and the NH Department of Health and Human Services to designate the Town of Lee a HeartSafe Community as well as a "HeartSafe Community" ceremonial sign for permanent display either at the Town Offices or Fire Department.

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

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

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

REQUESTED ACTION OR RECOMMENDATIONS:

HEARTSafe

COMMUNITIES



HEARTSafe Communities is a program designed to promote survival from sudden out-of-hospital cardiac arrest. It is a general concept focused upon strengthening the “chain of survival” as described by the American Heart Association; it recognizes and stimulates efforts by individual communities to improve their system for preventing sudden cardiac arrest (SCA) from becoming irreversible death.

In the basic HEARTSafe model, a region (generally a US state, but county-based and international programs also exist) establishes a set of minimum criteria its communities must meet in order to achieve HEARTSafe status. These should be goals that support the chain of survival, such as widespread CPR instruction, public access defibrillators, and aggressive resuscitation protocols for first responders and area hospitals. Individual communities in each region which meet the established criteria—such as cities, towns, counties, even neighborhoods or campuses—can apply to their home office and become designated as a HEARTSafe Community. Street signs proclaiming this status are usually posted at the edge of town. If a community does not meet minimum criteria, it can take steps to work toward compliance and eventually earn accreditation.

The first HEARTSafe program began in Massachusetts in 2002. Programs now exist in all or parts of Arizona, California, Colorado, Connecticut, Kansas, Kentucky, Maine, Michigan, Minnesota, Nevada, New Hampshire, New York, Pennsylvania, Rhode Island, Vermont, and Virginia, as well as numerous US college campuses; they have also spread internationally to Ireland, New Zealand, and Taiwan, and are under development in Missouri and Tennessee. Typically, programs are managed at the state level through the Department of Public Health or a similar service, and individual communities in each state obtain designation through that central office. Under these various umbrellas, well over 600 local HEARTSafe communities now exist, providing a safety net for over 8,000,000 residents.

HEARTSafe is an open-source “collection of good ideas,” and is freely available for any regional agency interested in creating a program. There is no central authority that collects a fee or authorizes its use. It is a grass-roots concept that is spread by word-of-mouth, and support is primarily through peers.

This site is designed to provide general information on HEARTSafe, answer common questions, list existing HEARTSafe Communities, and offer advice for developing new programs.



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Office Use Only

Meeting Date: 2/27/17

Agenda Item No. 46

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
2/13/2016

Agenda Item Title: Lee Fire Explorer Post

Requested By: Chief Nemet

Date: 1/18/2016

Contact Information: SNemet@LeeFire.org 659-5411

Presented By: Chief Nemet

Description: Speak to the Selectmen about sponsoring an Explorer Post at the Fire Department for children ages 14-20 and outline the specifics about the program.

Financial Details: Less than \$100.00 to start the program, money to come from 01.42201.561.00 Training.

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:

I am asking for the Selectmen's support in the department sponsoring an Explorer Post.



What is Exploring?

Exploring is a co-ed, career education program for high school and college youth. It is part of Learning for Life's career education program for young men and women who are 14 through 20 years of age. Youth who are 13 years old and within 6 months of their 14th birthday can also register as Explorers. Any youth may remain an Explorer up until the day they turn 21 years old and then are aged out of the youth side of Exploring. This program helps young people plan for the future by finding a career they are interested in. Exploring also develops leadership skills, promotes community involvement, volunteerism, and provides opportunities for hands-on experiences.

Exploring's purpose is to provide experiences that help young people mature and to prepare them to become responsible and caring adults. Explorers are ready to investigate the meaning of interdependence in their personal relationships and communities.

The sponsors of Explorer Posts are community organizations and businesses. They engage their employees with the youth who are interested in their organization or business during monthly, bi-monthly, or weekly meetings.



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Office Use Only

Meeting Date: 2/27/17

Agenda Item No. 5

BOARD OF SELECTMEN
Feb. 27, 2017 MEETING AGENDA REQUEST
(Meeting Date Requested)

Agenda Item Title: Posting Weight Limits on Town Roads

Requested By: Randy Stevens, Highway Supervisor Date: February 23, 2017

Contact Information: 603-659-6515 rstevens@leenh.org

Presented By: Randy Stevens

Description: Local roads, meaning Class IV, V and VI highways, are especially vulnerable to damage in the spring. Since local officials have a statutory duty to maintain all Class V roads on a year round basis, New Hampshire statute, in [RSA 231:190](#) and [:191](#), allows them to take special steps to protect the roads from damage by imposing limits on the weight of vehicles that use the road. The limits may be permanent, or temporary. If there is a problem with a bridge or other structure, the limits may be permanent. If the problem relates to the spring thaw, the restriction is usually temporary.

Financial Details: Cost for signs up to \$1,000.00

Legal Authority NH RSA 41:11, 231:190 (usually NH RSA or Town Ordinance/Policy):

Legal Opinion: N/A

REQUESTED ACTION OR RECOMMENDATIONS:

Move to authorize the Highway Supervisor to post weight limits on certain roads as presented to be in effect from the date of posting to May 15, 2017

(Snell Rd., Newtown Plains Rd., Hayes Rd, Pinkham Rd., Garrity Rd., Packers Falls, Jenkins Rd., Wednesday Hill, Stepping Stones East, West, and South; Mitchell Rd., Tuttle Rd., Campground Rd. Fox Garrison Rd., Kelsey Rd., West Mill Pond Rd., Thompson Mill Rd., Lee Hill Rd., Cartland Rd. Demeritt Ave., Gile Rd., High Rd., Birch Hill Rd., Lee Hill Rd., Old Mill Rd.)

On or about February 28 through May 15, 2017

All Class V Roads will be restricted to a maximum of 55,000 lbs total weight of vehicle and load, and all Class VI Roads will be closed to wheeled vehicles. Written exemptions may be obtained from the Highway Supervisor. Please contact Randy Stevens at 603-659-6515 with any questions.

**Per Order of the Lee Select Board
Pursuant to RSA 41:11, 231:91**

(Date)

Scott Bugbee, Chairman

John LaCourse, Selectman

Cary Brown, Selectman

TRAFFIC ORDINANCE - WEIGHT LIMITS

Under the authority of R.S.A. 41:11, the Board of Selectmen of the Town of Lee adopts the following traffic ordinance:

1. WEIGHT LIMIT: It shall be unlawful to operate any vehicle or combination of vehicles exceeding 55,000 pounds in gross weight determined without regard to the number of axles thereof, upon all class V and VI in the Town of Lee as defined by R.S.A. 229:5.

2. EXCEPTION: The Selectmen of the Town of Lee, after consultation with the Road Agent, and upon reasonable cause related to the condition and capacity of the road surface, may except from the provisions of this ordinance such highways or sections thereof as they may in their discretion determine, and shall file notice of such with the Town Clerk.

3. SPECIAL PERMITS: Any person wishing to operate a motor vehicle or a combination of motor vehicles exceeding the above weight limit may apply to the Selectmen in such form as they may prescribe, for a permit to do so and such permit may be issued if in the opinion of the Selectmen the issuance of the permit will not be detrimental to the preservation of the Town's highways and the public use thereof.

4. CONDITION: In issuing said permit, the Selectmen may limit its scope to any particular highways and shall provide for such other terms and conditions thereon as they may deem to be in the best interests of the Town of Lee, including but not limited to the filing of reasonable bond by cash or surety, to cover any possible damage to the highways or to the bridges and culverts over which the said vehicles may pass.

5. FEE FOR PERMITS: Special permits shall cost \$20.00 and shall be good for the specific vehicle and specific time and date shown on the permit.

6. PENALTY: Any person who operates and/or causes to be operated any vehicle in violation of this ordinance shall be guilty of a violation.

7. VALIDITY: If any section of this ordinance shall be found invalid by any court or administrative hearing, the lack of validity of that section shall not effect the validity of the remainder of the ordinance.

Given under our hand and seal this 14th day of July
in the year of our Lord Nineteen Hundred and ~~Eighty~~-six.

Wallace E. Dennis
Joseph P. Ford
Shirley Clark

Selectmen of Lee, New Hampshire

This ordinance takes effect at 12 midnight July 14, 1986.

Date highlighted above should be eighty-six. Dennis, Ford and Clark were not Selectmen in 1968. Date incorrect.

dfe

NEW HAMPSHIRE MUNICIPAL ASSOCIATION (/)

New Hampshire Town And City

It's Mud Season: Weight Restrictions on Local Roads

New Hampshire Town and City, March 2008

By

Q. Do local officials have the authority to keep certain vehicles off of local roads?

A. Local roads, meaning Class IV, V and VI highways, are especially vulnerable to damage in the spring. Since local officials have a statutory duty to maintain all Class V roads on a year round basis, New Hampshire statute, in RSA 231:190 (<http://gencourt.state.nh.us/rsa/html/XX/231/231-190.htm>) and :191 (<http://gencourt.state.nh.us/rsa/html/XX/231/231-191.htm>), allows them to take special steps to protect the roads from damage by imposing limits on the weight of vehicles that use the road. The limits may be permanent, or temporary. If there is a problem with a bridge or other structure, the limits may be permanent. If the problem relates to the spring thaw, the restriction is usually temporary.

Q. Why does most of the risk of damage occur in the spring?

A. It's all about water and the freeze-thaw cycle. If a road is paved, and there is any crack in the surface, a water/sand/salt mixture will seep into the road base. The salt will cause this area to freeze at a lower temperature than the surrounding area, allowing more water to seep in. When the area eventually freezes, it heaves the pavement as much as four inches over a 10-foot distance in a process called "tenting." The uneven surface causes more cracks, and the process continues until the pavement is destroyed. On an unpaved road, the surface thaws while the subsurface stays frozen. Water can no longer drain away, and the surface becomes saturated, turning into mud. The mud cannot support the weight of a vehicle, allowing the wheels to sink until they hit the firm frozen layer, creating ruts as the vehicle moves forward. The ruts freeze overnight, and the process continues until the surface becomes impassable. The heavier the vehicle, the greater the potential for damage. Once the weather warms, the frost leaves all layers of the road, the water drains away, and both types of roads return to their ability to support heavy loads. The summer maintenance program must then deal with the damage caused during this vulnerable time.

Q. Since this happens every year, why aren't all roads built to handle the drainage, and minimize the damage?

A. Because that would require every road to be built like an interstate highway, and we simply can't afford the cost. Many of our local roads came into existence when horses were the primary means of transportation, and the base layers were not built to withstand the weights of modern vehicles. Adding layer after layer of pavement does not solve the problem, because the base still can't take the load. Research shows that implementation of a spring restriction program will increase the life of pavement by 10 percent. If pavement is scheduled to last 30 years, that adds three years to the life of the road.

Q. What does the statute allow us to do to prevent damage to the roads?

A. RSA 231:191 (<http://gencourt.state.nh.us/rsa/html/XX/231/231-191.htm>) allows the governing body, in consultation with the highway agent, to establish and post maximum weight limits when needed to prevent "unreasonable damage or extraordinary municipal maintenance expense" on a Class IV, V or VI highway. Signs must be placed so that drivers of restricted vehicles will know of the restriction before entering the affected road. The restriction can be placed on any local public road. Depending upon the conditions, the restriction might deal only with the heaviest vehicles, such as tractor trailer units, but it could apply down to the passenger car or truck. Thus, even a Class VI road where the municipality has no duty for maintenance, and which is ordinarily passable only by a four wheel drive vehicle or an ATV, may be restricted to prevent any vehicle from doing additional damage.

Q. Are there any exceptions to the restrictions that need to be allowed?

A. Yes. RSA 231:191 (<http://gencourt.state.nh.us/rsa/html/XX/231/231-191.htm>) permits landowners and commercial enterprises which use the road to be granted an exception if they show that "practical difficulty or unnecessary hardship" will result from the weight limit. The exception granted may be subject to conditions, and the user may be required to post a bond for the cost of restoring the road. RSA 236:3-a (<http://gencourt.state.nh.us/rsa/html/XX/236/236-3-a.htm>) may allow heating fuel trucks and trucks delivering processed milk products to be granted an exception. RSA 266:19-a (<http://gencourt.state.nh.us/rsa/html/XXI/266/266-19-a.htm>) exempts fire fighting equipment from the restrictions. RSA

266:21 (<http://gencourt.state.nh.us/rsa/html/XXI/266/266-21.htm>) exempts winter maintenance equipment that is owned, leased or rented by the state or any political subdivision of the state. RSA 266:24 (<http://gencourt.state.nh.us/rsa/html/XXI/266/266-24.htm>) exempts "implements of husbandry" (farm equipment) from the restrictions.

Q. What if the restrictions cause special impacts to a business, such as restricting shipments and deliveries to a warehouse, or preventing a logging company from removing forest products from a parcel of land?

A. RSA 231:191 (<http://gencourt.state.nh.us/rsa/html/XX/231/231-191.htm>), VII requires the governing body to hold a hearing within 15 days from receipt of a request from an "impacted business." If the hearing is not held, the weight restriction cannot be enforced. The statute provides little guidance for the governing body who receives such a request. Presumably, the business desires an exception which will allow it to move heavy vehicles over the road, and the governing body must decide whether or not there are conditions which could allow the movements to be made safely, and also decide how the business will compensate the municipality for any excessive damage that the movements may cause.

Q. How do we know when the time has come to restore traffic to the road?

A. Some municipalities create an ordinance which includes a fixed time limit, such as March 1 to May 1, and imposes the restriction year to year. However, it is probably better to respond to the actual conditions that occur. The need for restrictions will depend on variables such as amount of snowfall, ongoing spring precipitation, actual daytime and nighttime temperatures, and specific areas where drainage is poor. Also, research in Minnesota suggests that paved roads recover almost two weeks earlier than unpaved roads. Depending upon the actual conditions, restrictions might be placed or modified earlier or later than a fixed date in March or May. The experience of the road agent is helpful at specific locations.

Q. How are these decisions enforced?

A. Pursuant to RSA 231:191 (<http://gencourt.state.nh.us/rsa/html/XX/231/231-191.htm>), VI, a person who violates a restriction may be brought to the district court and charged with a "violation." Conviction can result in penalties imposed by the court in accordance with RSA 651:2 (<http://gencourt.state.nh.us/rsa/html/LXII/651/651-2.htm>), which could include a fine of up to \$1,000 or a "conditional discharge," which could include restitution for the damages caused. In addition, the person faces the possibility of civil liability for the cost of restoring the road. Depending upon the location and the extent of the damage, this cost could be several thousands of dollars.

Q. Where can we get more technical information on how to administer this issue?

A. Highway agents can work with the New Hampshire Department of Transportation (www.nh.gov/dot) (<http://www.nh.gov/dot/> "target="), since the state engineers are charged with making the same decisions on state roads located in the municipality. The University of New Hampshire Technology Transfer Center (www.t2.unh.edu) (<http://www.t2.unh.edu/> "target=") maintains information on the issue, and also conducts training for local officials on all aspects of highway maintenance. There is a great deal of information available online from the other cold weather states, especially Minnesota (www.lrrb.org) (<http://www.lrrb.org/> "target="), which will help in understanding both why the problem occurs, and the best practices available to minimize damage to the roads.

< [Back to Town And City Home \(/TownAndCity\)](#)

TITLE XX

TRANSPORTATION

CHAPTER 231

CITIES, TOWNS AND VILLAGE DISTRICT HIGHWAYS

Maximum Weight Limits on Class IV, V, and VI Roads

Section 231:191

231:191 Maximum Weight Limits. –

I. The governing body of a municipality may establish maximum weight limits, seasonal or otherwise, which are more restrictive than limits set forth in RSA 266:17-26, for any class IV, V, or VI highway or portion of such highway, when the highway agent determines that such highway requires postings to prevent unreasonable damage or extraordinary municipal maintenance expense. Such posting shall be in accordance with currently acceptable practices and technology.

II. Maximum weight limits shall be posted, in the same manner as bridges are posted pursuant to RSA 234:39 and 266:18-c, at all entrances to the restricted highway or portion of such highway from other public highways. Such signage shall be legible, posted in a conspicuous location, and be of weather resistant materials.

III. It shall be unlawful for any person to drive a vehicle in violation of such maximum weight limits without written permission provided in an expeditious manner from the selectmen or highway agent in a town, or the mayor and aldermen or street commissioner of a city. The names of the officials authorized to grant written permission shall be posted prominently in the town office or city hall. Officials authorized to grant written permission may impose reasonable conditions and may establish reasonable regulations for bonding and restoring the highway.

IV. A person who violates such maximum weight limits shall be required to restore such highways if the municipality has reason to believe that the highway damage or disturbance is attributable to vehicles or activities under such person's control or responsibility. Upon request, the municipality shall provide such person with the municipality's reasons, including any inspection reports.

V. No vehicle or commercial enterprise serviced by such vehicle shall be exempt from such maximum weight limits because of prior highway use or existing use of abutting land; provided, however, that any owner of land or a commercial enterprise served by such highway, who demonstrates that such limits would entail practical difficulty or unnecessary hardship, and who complies with all conditions and regulations concerning bonding and restoration, shall be granted an exemption unless the exemption would be detrimental to public safety. For the purposes of this paragraph, "unnecessary hardship" shall include any weight restriction which results in significant interference with a commercial enterprise or land use which existed prior to the posting of the weight restriction.

VI. Any person who violates any provision of this section or the rules or regulations made under authority under this section shall be guilty of a violation if a natural person, or guilty of a misdemeanor if any other person; and in addition, shall be liable for the cost of restoration of the highway to a condition satisfactory to the person empowered to give such written permission.

VII. The governing body of a municipality which establishes maximum weight limits more restrictive than the limits set forth in RSA 266:17-26, for any class IV, V, or VI highway or portion of such highway, seasonal or otherwise, which restricts a commercial or industrial company operated or located in that municipality, shall hold a hearing if requested by the impacted business. The hearing shall be held within 15 working days of receipt of a certified letter by the local governing body from the impacted business requesting a hearing, otherwise enforcement of the maximum weight limits established by that municipality shall be suspended for the remainder of the year or until such hearing is held.

TITLE XXI

MOTOR VEHICLES

CHAPTER 266

EQUIPMENT OF VEHICLES

Weight

Section 266:21

266:21 Exception for Winter Highway Maintenance. – Any construction equipment and motor vehicles used for the winter maintenance of ways that are owned, leased, or rented by the state or any political subdivision of the state are exempt from the limitations in RSA 266:18, RSA 266:11, and RSA 266:12.

Source. RSA 263:62-a. 1977, 400:1. 1981, 146:1. 2006, 317:6, eff. Aug. 18, 2006.

TITLE XX

TRANSPORTATION

CHAPTER 236

HIGHWAY REGULATION, PROTECTION AND CONTROL REGULATIONS

Section 236:3-a

236:3-a Exclusion From Seasonal Highway Weight Limit for Certain Vehicles. – Notwithstanding any provision of law or rule to the contrary, the following vehicles shall be excluded from the seasonal highway weight limit regulations with the approval of the district engineer, department of transportation:

- I. Heating fuel delivery vehicles.
- II. Trucks delivering processed milk products.
- III. [Repealed.]
- IV. Trucks carrying sap for maple syrup production.
- V. Septic pumper trucks and accompanying supply trucks.

Source. 1998, 306:6, eff. Aug. 25, 1998. 2010, 126:1, eff. Jan. 1, 2011; 126:2, eff. Jan. 1, 2013. 2015, 61:1, eff. Jan. 1, 2016. 2016, 124:1, eff. July 19, 2016.

TITLE XX TRANSPORTATION

CHAPTER 231 CITIES, TOWNS AND VILLAGE DISTRICT HIGHWAYS

Maximum Weight Limits on Class IV, V, and VI Roads

Section 231:190

231:190 Statement of Purpose. – The general court finds that important sectors of commerce of this state depend, in part, on the efficient vehicle transport of unprocessed natural resources, manufactured goods and other commercial products across class IV, V, and VI municipal roads. The condition of such roads may at times necessitate that certain limits, seasonal or otherwise, as authorized in RSA 41:11, be placed upon the weight of vehicles that can safely pass across such roads, so as to avoid causing damage which may result in hazards to public safety or excessive municipal expense. The general court urges municipalities to exercise this authority in ways that do not unreasonably infringe on the efficient movement of unprocessed natural resources, manufactured goods and other commercial products essential to a healthy state economy.

Source. 1995, 104:1, eff. July 15, 1995.

TITLE III

TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 41

CHOICE AND DUTIES OF TOWN OFFICERS

Selectmen

Section 41:11

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

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



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

Office Use Only

Meeting Date: 2/27/17

Agenda Item No. 6a

BOARD OF SELECTMEN

2/27/17 **MEETING AGENDA REQUEST**
(Meeting Date Requested)

Agenda Item Title: REC COMMISSION PROGRAM SCHEDULE
& EXPENSE AUTHORIZATION

Requested By: REC COMMISSION Date: 2/22/17

Contact Information: LANNY KIMBERG

Presented By: LANNY KIMBERG

Description: REQUEST BOS AUTHORIZATION
OF 2017 PROGRAM EXPENSES.

Financial Details: _____

Legal Authority _____
(usually NH RSA or Town Ordinance/Policy):

Legal Opinion: _____

REQUESTED ACTION OR RECOMMENDATIONS:



Lee Parks & Recreation Commission
7 Mast Road
Lee, NH 03861

February 23, 2017

To: Select Board, Town of Lee, NH

RE: Program Schedule for 2017

The following programs and scheduling have been approved by the Commission for 2017.

Easter Egg Hunt at Town Field	Saturday, April 15th
Fishing Derby	Saturday, May 13th
Outdoor Movie Night @ LRP "The Never Ending Story"	Saturday, June 24th
Model Rocket Day	Saturday, July 22nd
Rain Date	Saturday, July 29th
Outdoor Movie Night @ LRP	Saturday, September 9th

Expense approval requested:

EE Hunt	\$900
Fishing Derby	\$1,600
Model Rocket Day	\$0
Movie Night	\$2,000 (both events)



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Meeting Date: 2/27/17

Agenda Item No. 6b

BOARD OF SELECTMEN

2/27/17 MEETING AGENDA REQUEST
(Meeting Date Requested)

Agenda Item Title: ORYA MOU

Requested By: Rec Commission Date: 2/22/17

Contact Information: LARRY KINDBERG

Presented By: LARRY KINDBERG

Description: RECREATION COMMISSION REVIEW & RECOMMENDATIONS

Financial Details: _____

Legal Authority
(usually NH RSA or Town Ordinance/Policy): _____

Legal Opinion: _____

REQUESTED ACTION OR RECOMMENDATIONS:



Lee Parks & Recreation Commission
7 Mast Road
Lee, NH 03861

February 23, 2017

To: Select Board, Town of Lee, NH

RE: ORYA MOU

The Parks and Recreation Commission, by the authorization of the Select Board, has reviewed the proposed changes to the Memorandum of Understanding Between The Oyster River Youth Association and the Town of Lee For The Management of Recreational Fields. This review took place on Thursday, February 16, 2017 between Matt Glode, Director of ORYA and all of the Commission members. The following are our recommendations:

1. Mr. Glode indicated that there is a need to have Stevens Field available for ORYA use. With the growth of their programs, this field will be used for lacrosse, soccer and other sports. The Commission agrees and this needs to be added back into the MOU.
2. The Commission strongly objects to the removal of all reference in the MOU to the Parks & Recreation Commission. As Mr. Glode indicated in our meeting, such agreements as this are normally between the organization and the Commission. He prefers to work and coordinate directly with the Parks & Recreation Commission.

The remainder of the changes to the MOU are acceptable to ORYA and the Commission.

Respectfully submitted,

Larry A. Kindberg, Chairman

MEMORANDUM OF UNDERSTANDING

BETWEEN THE OYSTER RIVER YOUTH ASSOCIATION AND THE TOWN OF LEE

FOR THE MANAGEMENT OF RECREATIONAL FIELDS

This Memorandum of Understanding ("MOU"), made and entered into this 27th day of ~~April 2015~~ 2017, by and between the Town of Lee ("TOWN"), a municipal corporation whose address is 7 Mast Road, Lee, NH 03861 and the Oyster River Youth Association ("ORYA") a 501 (C)(3) non-profit organization, whose address is 2 Dover Road, Durham, NH 03824. This MOU supports the Town's management and/or scheduling of athletic fields and/or facilities.

WITNESSETH:

WHEREAS, the parties are mutually interested in supporting adequate programs and facilities for the community in the area of athletics and recreation; and

WHEREAS, it is understood that cooperative efforts can eliminate unnecessary duplication of services, reduce overall park and recreation costs, and can more effectively meet the educational, recreational, and leisure time needs of the Town of Lee and ORYA; and

WHEREAS, the governing bodies of the Town and ORYA are authorized to enter into agreements with each other and to do all things necessary to meet the respective obligations of their organizations; and

WHEREAS, the Town owns recreational playing fields and ORYA has the experience to manage recreational facilities and its mission is to provide recreational programs to the youth of Durham, Lee, and Madbury; and because it is in the best interest of the community and of both the Town and ORYA to provide the best service possible to meet their respective obligations with the least expenditure of public funds and resources, cooperation between the Town and ORYA is necessary and will benefit both organizations; and

WHEREAS, the Town has determined that some of the recreational needs of the community could be better met if the management of its playing fields was assigned to ORYA and ORYA has the desire and capacity to do so; and

WHEREAS, ORYA shall act as the coordinator for scheduling of non-Town ~~or Recreation Commission~~ use of the playing fields at Little River Park, ~~Stevens Field~~, and the Town Field at Mastway School, ~~and the mowing of said fields~~, commencing upon the execution of this MOU.

NOW THEREFORE,

Section 1 - PURPOSE

A. The purpose of this MOU is to clearly outline the responsibilities for the maintenance, acceptance of applications, scheduling and ~~operation~~ general maintenance of the Town's recreational playing fields. The parties agree that the fields are intended to be used jointly by the Town, community

groups, ORYA, ORCSD, and other non-profit sports ~~leagues~~organizations. In planning programs and scheduling activities, the recreational needs and opportunities for school-aged children and the citizens of Lee will be the highest priority.

B. Nothing contained herein shall constitute or designate ORYA or any of its employees or agents as employees or agents of the Town, nor shall the Town be deemed or considered as a partner or agent of ORYA.

C. ORYA shall utilize the following order of priority when scheduling the facilities: 1. TOWN; 2. ORYA; 3. ORCSD; 4. Non-affiliated non-profit organizations; 5. Non-affiliated organizations.

D. For the purposes of this MOU, the term "Town" shall include all Town of Lee Departments, Committees and Commissions.

Section 2 – SCHEDULING AND USE

A. The Highway Supervisor shall determine the starting date each spring that fields may be utilized, with input from the Town's consultants and the ORYA Director.

~~AB.~~ ORYA shall act as scheduling coordinator for the playing fields upon the commencement of this MOU for sports-related activities during times that are not in conflict with Town-sponsored use and events. The Selectmen's Office ~~and the Recreation Commission~~ shall direct scheduling inquiries for any non-Town sponsored event to ORYA but shall remain responsible for scheduling use of the Pavilion at Little River Park.

~~BC.~~ ORYA agrees that the first priority for the use of the Town-owned playing fields will be given to Town programs ~~or Recreation Commission-sponsored programs~~, but shall have the authority to allocate use of the fields for all other groups, including programs sponsored by ORYA and the Oyster River Cooperative School District (ORCSD.)

~~CD.~~ ORYA shall utilize the Town of Lee's "Recreational Fields Usage Agreement" (Appendix A) for all non-ORYA or ORCSD applicants applying for use, ~~except for their own programs~~, and provide the Town with a signed copy.

~~DE.~~ ORYA shall provide the Selectmen's Office with a copy of the schedule of use (or online access) for each field at the start of each playing season and the Selectmen's Office will advise of any Town-sponsored dates as soon as they are determined. ORYA will promptly advise of any changes to the schedule.

~~EF.~~ Neither ORYA nor any applicant, in its policies and practices, shall discriminate against any person on the basis of race, color, religion, national origin, handicap status, age, marital status, sexual orientation, or gender. As part of his/her application, the applicant shall attest to his/her non-discrimination practices.

G. Under no circumstances shall anyone other than the Town utilize any portion of Little River Park for the time period that commences two days before and ends one day after the Lee Town Fair, which is usually held on the Saturday after Labor Day.

SECTION 3 – FEES AND CHARGES

~~A. The Board of Selectmen reserves the right to determine the fees that shall be charged for use of the fields. Any such fees shall not be applicable to ORYA, ORCSD, or Town-sponsored use. Although payment will be collected by ORYA, checks shall be made payable to the "Town of Lee." ORYA shall forward all payments to the Town's Finance Office in a timely manner. Fees shall be established on a yearly basis and shall take effect on January 1st of each calendar year.~~

~~B. It shall be ORYA's responsibility to ensure that payment is submitted by an applicant in a timely fashion and for all usage of the field(s) and to advise any applicant who does not submit payment that use of the field will be rescinded until such time as funds are received. ORYA shall collect any payments for use of the fields and request that checks be made out to "Town of Lee." Any payments received shall be forwarded to the Town's Finance Office on a weekly basis.~~

C. ORYA shall collect payment in full prior to the first date of use and shall advise any applicant who does not submit payment accordingly that the use of the field shall be rescinded until such time as funds are received.

D. In addition, ORYA shall notify all applicants that the Town may charge users for labor and materials that the Town may incur because of their use of the property, including but not limited to property damage, trash removal, etc.

SECTION 4 – MAINTENANCE

~~A. ORYA shall be responsible for the mowing, fertilization, over-seeding, and general maintenance of the playing fields to a standard traditionally provided to serve recreational athletic use, including the maintenance of the dirt portions of the baseball fields. The Town remains responsible for ensuring that the irrigation system is maintained in good, working order. All of that notwithstanding, both parties agree to work collaboratively to ensure that the fields are maintained in optimal condition.~~

A. The Town of Lee Highway Department shall be responsible for the general maintenance of the playing fields as follows, including all associated costs:

1. The Town shall endeavor to mow the grass so as to ensure a playing surface appropriate for recreational athletic use.

2. Establish the irrigation schedule and maintain the irrigation system.

B. ORYA shall be responsible for the following, including all associated costs:

1. Maintain all dirt portions of the baseball fields to ensure that the fields are in playable condition during the spring and fall seasons.

2. Ensure that the fields are properly fertilized and seeded.

3. Schedule grass repairs and provide special attention to field conditions when needed.

B. Trash and garbage cleanup is the responsibility of the party using the property. ORYA shall ensure that the fields and surrounding areas are left clean immediately after each use by ORYA and ORCSD.

C. ORYA shall communicate to all other applicants/users that the facility is to be left free of trash and garbage and will work with the Town's Highway Department to determine additional charges to be levied against users who do not comply.

~~CD. All user-owned equipment, materials and gear, other than that belonging to ORYA, shall be removed from the site after each use. Failure to do so may result in the Town removing and storing the items with the cost for removal being assessed to the owner(s). ORYA's lacrosse goals may remain at each long end of the Multi-Purpose field at Little River Park for the duration of the season.~~

E. ORYA shall be responsible for storing all of its athletic gear in the ORYA-owned shed located at Little River Park. All athletic goals shall be stacked and locked next to the ORYA storage shed, off the field surface, during any off-season.

F. The parties agree to share equally the cost of electricity at Little River Park during the time period that the irrigation system is utilized (generally April - November.) The Town shall provide copies of electrical invoices to ORYA at the end of each season, who shall pay their appropriate share promptly.

SECTION 5 – TERM OF AGREEMENT

A. The term of the Agreement shall be from January 1st April 28, 2015 to December 31st of each year. April 28, 2017.

B. The Town and ORYA may propose amendments to this MOU by October 1st of each year. The parties will review any such amendments during the annual budget meetings at a date to be established by the Town. ~~The Town and ORYA shall have the option of mutually extending the agreement and any amendments mutually agreed to by the parties until such time as one or the other desires to terminate the program. Any such termination must be by three month's written notice.~~

D. The terms and conditions set forth herein may be modified by mutual consent to reflect changed conditions and/or preferences.

E. ~~Any such Termination of this MOU by either party must shall be by three month's written notice.~~

SECTION 6 – INSURANCE AND INDEMNIFICATION

- A. ORYA agrees to protect, defend, hold harmless, indemnify, and defend the Town of Lee, its officers, employees, and agents from any costs, claims, judgments, awards or liability for damages arising out of or in any way resulting from the use, maintenance or operation of Town-owned fields when such facilities are being, or have been, used pursuant to an ORYA program or assignment contemplated by this MOU.
- B. ORYA agrees to provide a Certificate of Insurance to the Town with an endorsement demonstrating that the Town of Lee and its officials, agents, volunteers and employees are named as an additional insured in accordance with the Town’s Insurance Requirements (Appendix B).
- C. ORYA agrees to ensure that all non-ORYA or Town-sponsored users of the field (such as outside sports leagues) provide a Certificate of Insurance, with an endorsement demonstrating that the Town of Lee and its officials, agents, volunteers and employees are named as an additional insured in accordance with the Town’s Insurance Requirements (Appendix B). Copies of all such Certificates will be provided to the Selectmen’s Office prior to any use of the field(s).
- D. The Town shall maintain general liability coverage for liabilities normally assumed by the Town arising out of the use of its properties, including recreational playing fields.

SECTION 7 – AUTHORITY

- A. ORYA shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this MOU or specifically authorized by the Lee Select Board as reflected in the minutes of a Board meeting.
- B. ORYA shall have no right or interest in any of the Town’s property as a result of this MOU.
- C. ~~ORYA shall advise the Town of the status of their activities required under this MOU on a regular basis and work in coordination with the staff of the Selectmen’s Office and the Highway Department.~~

SECTION 8 – COMPENSATION

- A. Neither party shall receive any compensation from the other for the services provided under this MOU, ~~except that the Town agrees to reimburse ORYA for reasonable expenses incurred for the mowing and maintenance of the playing fields, provided that: 1) the Town reviews and approves the bids received for such services; 2) the amount expended cannot exceed the funds that the Town has appropriated during the fiscal year for these services; and 3) ORYA submits timely payment requests that include copies of contractor invoices, material receipts, etc.~~
- B. ~~ORYA will repair any damage or worn areas it creates from the regular use of the fields. Repairs will be made seasonally during optimal germination periods to maintain a quality playing surface.~~

CB. ORYA shall not charge the Town any fee for use of their offices, personnel, or overhead expenses except as agreed to by the Board of Selectmen in advance. Likewise, the Town shall not charge ORYA for any similar expenses, except as agreed to by ORYA in advance.

Approved by the Lee Select Board on ~~April 27, 2015~~

~~Scott Bugbee~~
~~Carole Dennis~~

~~Scott Bugbee~~ Cary Brown

John R. LaCourse

Approved by the Oyster River Youth Association (duly authorized agent):

_____ Date: _____

EXHIBIT A



**Recreational Fields
Usage Agreement**

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

Name of Organization/Group/Person: _____

Contact Person: _____ Phone #: _____

Mailing Address: _____

E-Mail address: _____

- Field(s) Requested:
- Little River Park Baseball Field \$35.00/game
 - Little River Park Multi-Purpose Field \$25.00/hr.
 - LRP Playground /Picnic Tables No Fee
 - Town Field (at Mast Way) No Fee
 - Stevens Field No Fee

Details (description of activity): _____

Dates & Times: _____

(Attach schedule if more than three dates)

Rules & Regulations Governing Use of Town of Lee Recreation Facilities

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

2. Users agree to provide a Certificate of Insurance to the Town with an endorsement demonstrating that the Town of Lee and its officials, agents, volunteers and employees are named as an additional insured in accordance with the Town's Insurance Requirements.
3. The Town of Lee reserves the right to close the facility when the weather conditions or other concerns have created hazardous field conditions. The Town of Lee, at any time, at its discretion reserves the right to change, or amend the foregoing regulations or withdraw any group, organization or person the privilege of using Park facilities within its discretion.
4. Little River Park is a "Carry-in, Carry-Out" facility. All trash shall be removed and properly disposed of by Park users. Glass containers are prohibited. All users are responsible for removal of their personal property from the park after each use or game. The Town shall not be responsible for any personal property left at the Park.
5. All parking shall occur in designated graveled parking areas and shall not occur on any grassed area. All parking signs shall be followed.
6. All dogs must be on a leash at all times. Dogs and other animals are not allowed on any of the playing fields. Dog owners are responsible for removing their dog's waste from Park grounds.
7. All activities should be stopped as soon as you hear thunder or see lightning, or observe dark threatening clouds developing overhead. All participants should remove themselves to a safe location. According to the National Weather Service, ***the only completely safe action is to quickly get inside a safe building or vehicle.*** You are ***not safe*** anywhere outside. Stay inside until 30 minutes after you hear the last clap of thunder. Do ***not*** shelter under trees.
8. **NO ALCOHOLIC BEVERAGES, PROFANITY, and OBJECTIONABLE LANGUAGE OR DISORDERLY CONDUCT:** Those violating such prohibitions will be ejected from the premises & may have compromised future park use.

~~IN CONSIDERATION OF PERMISSION GRANTED by the Town of Lee, NH ("Town"), to use the Town's Recreational Fields for the purpose indicated above, I, the undersigned representative of the above group/organization and all its members, hereby and forever defend, discharge, release, indemnify, and hold harmless the Town, its successors and assigns, board members, officers, agents and employees from all claims, damages, liabilities, costs, expenses, and fees (including reasonable attorney fees) for damage to or loss of property, personal injury, including death, and claims for worker's compensation whether or not any of the above arise from the negligence of the Town, that user or user's guests or invitees, may incur arising from our use of the Recreation Field(s). I attest that I/we do not discriminate against any person on the basis of race, color, religion, national origin, handicap status, age, marital status, sexual orientation, or gender.~~

~~I have read and agree to abide by the Town's Recreational Fields Usage Agreement. I shall be responsible for all our participants and guests. I, the undersigned, have read this contract and understand all of its terms and I sign this release voluntarily and with full knowledge of its significance.~~

~~Applicant Signature: _____~~

~~Date: _____~~

~~Printed Name: _____~~



Recreation Facilities Usage Agreement

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

Name of Organization/Group/Person: _____

Contact Person: _____ Phone #: _____

Mailing Address: _____

E-Mail address: _____

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

Details (description of activity): _____

Dates & Times: _____

(Attach schedule if more than three dates)

Rules & Regulations Governing Use of Town of Lee Recreation Facilities are on the reverse side. Please read carefully before signing this application.

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

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

Applicant Signature: _____

Date: _____

Printed Name: _____

1. Little River Park hours are from dawn to dusk and no overnight parking or camping allowed unless prior permission has been granted by the Lee Select Board.
2. Hunting is prohibited.
3. Little River Park is a "Carry-in, Carry-Out" facility. All trash shall be removed and properly disposed of by Park users. Glass containers are prohibited. All users are responsible for removal of their personal property from the Park after each use or game. The Town shall not be responsible for any personal property left at the Park.
4. All parking shall occur in designated graveled parking areas and shall not occur on any grassed area. All parking signs shall be followed.
5. All dogs must be on a leash at all times. Dogs and other animals are not allowed on any of the playing fields. Dog owners are responsible for removing their dog's waste from Park grounds.
6. Use of the Pavilion is generally handled on a "first-come-first-served" basis; however, if you wish to reserve it for a special event, please contact Town Hall at 659-5414. Town-sponsored use takes precedent.
7. Nothing may be affixed to any structure, post or tree that shall in any way cause harm or damage. Anything placed in a temporary manner (such as balloons or banners) shall be removed before leaving the Park.
8. Rebound devices are NOT allowed (i.e. bounce houses, trampolines, etc.)
9. Cooking is an allowed use by way of charcoal or gas grills, which must be located at least ten feet (10') from any structure. Open fires, such as campfires, are not permitted except by prior special authorization from the Select Board and by obtaining a legal burn permit from the Lee Fire & Rescue Department at least two days prior to the day of the event. *This may require obtaining the services of the Lee Fire & Rescue Department to site all open fires.*
10. All activities should be stopped as soon as you hear thunder or see lightning, or observe dark threatening clouds developing overhead. All participants should remove themselves to a safe location. According to the National Weather Service, *the only completely safe action is to quickly get inside a safe building or vehicle. You are not safe anywhere outside. Stay inside until 30 minutes after you hear the last clap of thunder. Do not shelter under trees or in the Pavilion. The Town of Lee reserves the right to close the facility when the weather conditions or other concerns have created hazardous conditions.*
11. **NO ALCOHOLIC BEVERAGES, PROFANITY, OBJECTIONABLE LANGUAGE, and OR DISORDERLY CONDUCT:** Those violating such prohibitions will be ejected from the premises and may be restricted from future use of the park.
12. All individuals, groups and organizations will assume liability for themselves and their own members and the actions thereof. Any damage resulting to the facility, equipment, or other Town of Lee property will be billed to the responsible party. Users are responsible for their own safety and that of their participants and guests at all times. All participants, spectators and guests must realize the inherent danger of using Town Recreational facilities and shall

release the Town of Lee of any and all liability for personal injury and/or property damage upon arriving at the facility. Users must not use the facility if they discover an unsafe condition, and they must report all unsafe conditions to the Selectmen's Office immediately.

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

EXHIBIT B

Town of Lee, NH INSURANCE REQUIREMENTS

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

AMOUNT OF INSURANCE

A) Comprehensive General Liability:

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

Per occurrence and general aggregate

B) Automobile and Truck Liability:

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

Per occurrence and general aggregate

Coverage requirements can be met with excess policies. Additionally, the Contractor shall purchase and maintain the following types of insurance:

A) Full Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work for the Town of Lee. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.

B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.

C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include naming the Town of Lee, New Hampshire as an Additional Insured by Endorsement.

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

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



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

Office Use Only

Meeting Date: 2/27/2017

Agenda Item No. 7

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
2/27/2017

Agenda Item Title: Flag Pole at Little River Park

Requested By: Scott Bugbee **12/15/2016**

Contact Information: sbugbee@leenh.org

Presented By: Scott Bugbee, 250th Celebration Committee Representative

Description: Request on behalf of the 250th Committee permission from the Board to purchase and install a 25' flag pole at LRP to be located near the Pavilion. Funds to cover this cost to be taken out of the 250th account.

Financial Details: TBD

Legal Authority NH RSA 41:11-a

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to grant the 250th Committee permission to expend funds out of the 250th account to purchase and install a 25' flag pole at Little River Park to be located near the Pavilion.



PO BOX 606
GREENLAND, NH 03840

QUOTE

Date: 12/13/2016

TOWN OF LEE
7 MAST ROAD
LEE, NH 03824
ATTN: SCOTT BUGBEE

Location: BASEBALL FIELD

Prepared by: KNN

Item	Qty.	Rate	Amount
15' RESIDENTIAL WHITE FIBERGLASS FLAGPOLE COMPLETE	1	464.00	464.00
3 X 5 ENDURA-NYLON US FLAG	1	38.50	38.50
SUBTOTAL			502.50
20' RESIDENTIAL WHITE FIBERGLASS FLAGPOLE COMPLETE	1	570.00	570.00
4 X 6 ENDURA-NYLON US FLAG	1	47.20	47.20
SUBTOTAL			617.20
25' RESIDENTIAL WHITE FIBERGLASS FLAGPOLE COMPLETE	1	682.00	682.00
4 X 6 ENDURA-NYLON US FLAG	1	47.20	47.20
SUBTOTAL			729.20

****Quote is valid for 45 days****

Hours Mon-Fri 8:30-4:30

Phone 603-431-6676

Email info@hfflag.com

Website www.hfflag.com

**PROCEDURES FOR CLOSING TOWN OFFICES
FOR NON-ESSENTIAL PERSONNEL**

ESSENTIAL PERSONNEL: Unlike other departments, the Highway, Police and Fire Departments MUST keep the town running 24 hours a day, 365 days a year. All personnel in these departments are to be considered essential personnel who are required to keep town roads open and ensure safety for the residents of Lee and, therefore, are not a part of this policy.

The following departments are considered non-essential for the purposes of this policy: Selectmen/Assessors Office; the Town Clerk/Tax Collector Office; the Planning & Zoning/CEO office; Police Administrative Assistant; and the Transfer Station (decisions regarding the Lee Library are made by the Library Trustees.)

There are at times situations that may require the closing of town offices, either for inclement weather or other situations that might make it difficult and/or dangerous for personnel to report to work. In that event, this procedure should be followed:

1. The Police Chief, Fire Chief and Highway Supervisor will confer when they deem it necessary due to sudden adverse weather conditions or when the forecast indicates weather severe enough to warrant closure of non-essential services. If it is determined to be in the best interest of the Town, its employees and residents to close, they will contact the Select Board Chairman, who will make the final determination. The Chairman may choose to delegate this authority.
2. If a decision is made to close, the Town Administrator will be notified, who will then advise all Town Department Heads and post notice via an email alert and on the Town website, if possible. The Police and Fire Chiefs will post notice on their respective Facebook pages, and may assist the Town Administrator with other notifications, as necessary, along with the Deputy Emergency Management Director.
3. The Town Administrator will also contact WMUR Channel 9 and WOKQ with the information.
4. Department Heads are responsible for notifying their employees.

In the event that Town offices are closed by the Select Board Chairman or his/her designee, non-essential employees will be paid at straight time for their scheduled work hours during the period of closure. However, these hours will not count as time worked in the calculation of overtime hours.

Adopted by the Lee Select Board on this date _____

Scott Bugbee, Chairman

John LaCourse, Selectman

Cary Brown, Selectman



TOWN OF LEE

DEPARTMENT HEAD LEAVE NOTICE

This form is to be completed and submitted to the Town Secretary so that leave may be deducted from your leave accruals. In most cases, notice should be submitted prior to leave being taken and, in the case of sick leave taken because of unexpected illness, this form is to be submitted immediately upon your return to work.

DATE OF REQUEST: 2/22/17 DATE(S) OF LEAVE: 2/28/17- 3/3/17

TOTAL HOURS REQUESTED: 32

TYPE OF LEAVE REQUESTED (check one):

Vacation

Sick

Personal Day

Bereavement

Other _____

Explanation (if necessary): I'd like BOS approval in case of unforeseen circumstance that may arise.

Caren Bassi
Print Name

Caren Bassi
Signature

Vacation leave of more than five working days and other forms of leave under certain circumstances must be approved by the Board of Selectmen prior to leave being taken, and sick leave may require medical certification (please see Personnel Policy & Procedures Manual for details.)

Approval: _____ Date: _____
Chairman, Board of Selectmen

Denied

Reason: _____