

SELECT BOARD MEETING AGENDA

DATE: Monday, February 26, 2018 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. Joe Bassett, Racetrack Manager** – Request permission from the Board to hold a Monster Truck Show Event on May 20, 2018 and a Demolition Derby Event on October 13, 2018.
- 4. Jim Rozycki, Facilities Director** – Discuss the proposed Mast Way School project with regards to cutting down Town-owned trees.
- 5. Matt Glode, ORYA Director**
 - a. Discuss proposed changes to the Memorandum of Understanding.
 - b. Discuss proposed changes to the Little River Park usage fees.
- 6. Larry Kindberg, Rec Commission Chair** – Present the Board with a new member application for approval.
- 7. Randy Stevens, Highway Supervisor**
 - a. **Posting Weight Limits on Town Roads** – Request permission from the Board to move forward on posting weight limits on certain roads as presented to be in effect from the date of posting to April 30, 2018.
 - b. **Summer Paving Plan** – Present the Board with a draft paving plan which includes pricing and origin of funds.
- 8. Julie Glover, Town Administrator**
 - a. *NHDOT – Mast Way Sidewalk*
 - b. *Miscellaneous*
- 9. Motion to accept the Consent Agenda as presented:**
 - a. *Vacation Request – Chief Dronsfield*
 - b. *Veterans Tax Credit Application*
 - c. *NHDOT – Route 125 Paving*
 - d. *Intent to Cut*
 - e. *Select Board Public Meeting Minutes from 2/12/2018*
 - f. *Manifest #17*
 - g. *Weeks Payroll Ending February 18, 2018*
- 10. Motion to enter into Non-Public Session–NH RSA 91-A:3 II (c) Roll Call Vote required.**
- 11. Motion to seal the Non-Public Session Minutes (if necessary.) Roll Call Vote required.**
- 12. Miscellaneous/Unfinished Business**
- 13. Adjournment**

Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on February 23, 2018

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: Feb 26, 2018

Agenda Item No. 3

**BOARD OF SELECTMEN
MEETING AGENDA REQUEST**

2/26/2018

Agenda Item Title: Racetrack Events

Requested By: Lee USA Speedway

Date: 2/12/2018

Contact Information: Joe Bassett, General Manager

Presented By: Lee USA Speedway

Description: Request permission from the Select Board to hold a Monster Truck Show Event and a Demolition Derby Event during the upcoming race season.

Financial Details: N/A

Legal Authority NH RSA 31:41-a; Lee Racetrack Ordinance

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to accept the Lee USA Speedway's request to hold a Monster Truck Show Event on _____ and a Demolition Derby Event on _____.



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

Office Use Only

Meeting Date: Feb 26, 2018

Agenda Item No. 4

**BOARD OF SELECTMEN
MEETING AGENDA REQUEST**

2/26/2018

Agenda Item Title: Proposed Mast Way School Renovation Project

Requested By: Jim Rozycki, Facilities Director

Date: 2/22/2018

Contact Information: jrozycki@oresd.org

Presented By: Jim Rozycki

Description: Discuss the proposed project with regards to cutting down Town owned trees to the right of the school.

Financial Details: N/A

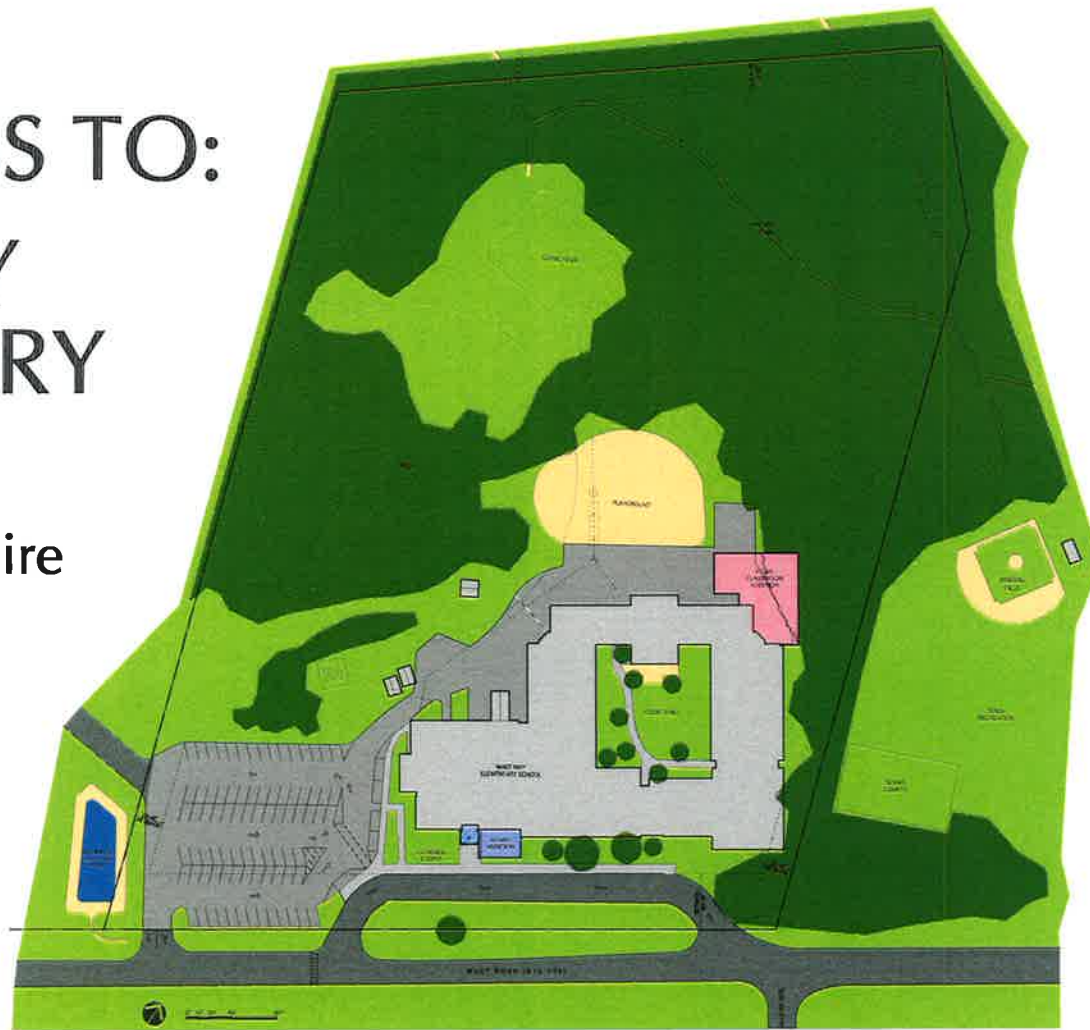
Legal Authority NH RSA 41:11-a

REQUESTED ACTION OR RECOMMENDATIONS:

MOTION: Move to allow the Oyster River Cooperative School District to cut down one tree on the Town of Lee property located on the northerly side of the Mast Way School as marked.

SAU 5 ADDITIONS TO: MAST WAY ELEMENTARY SCHOOL

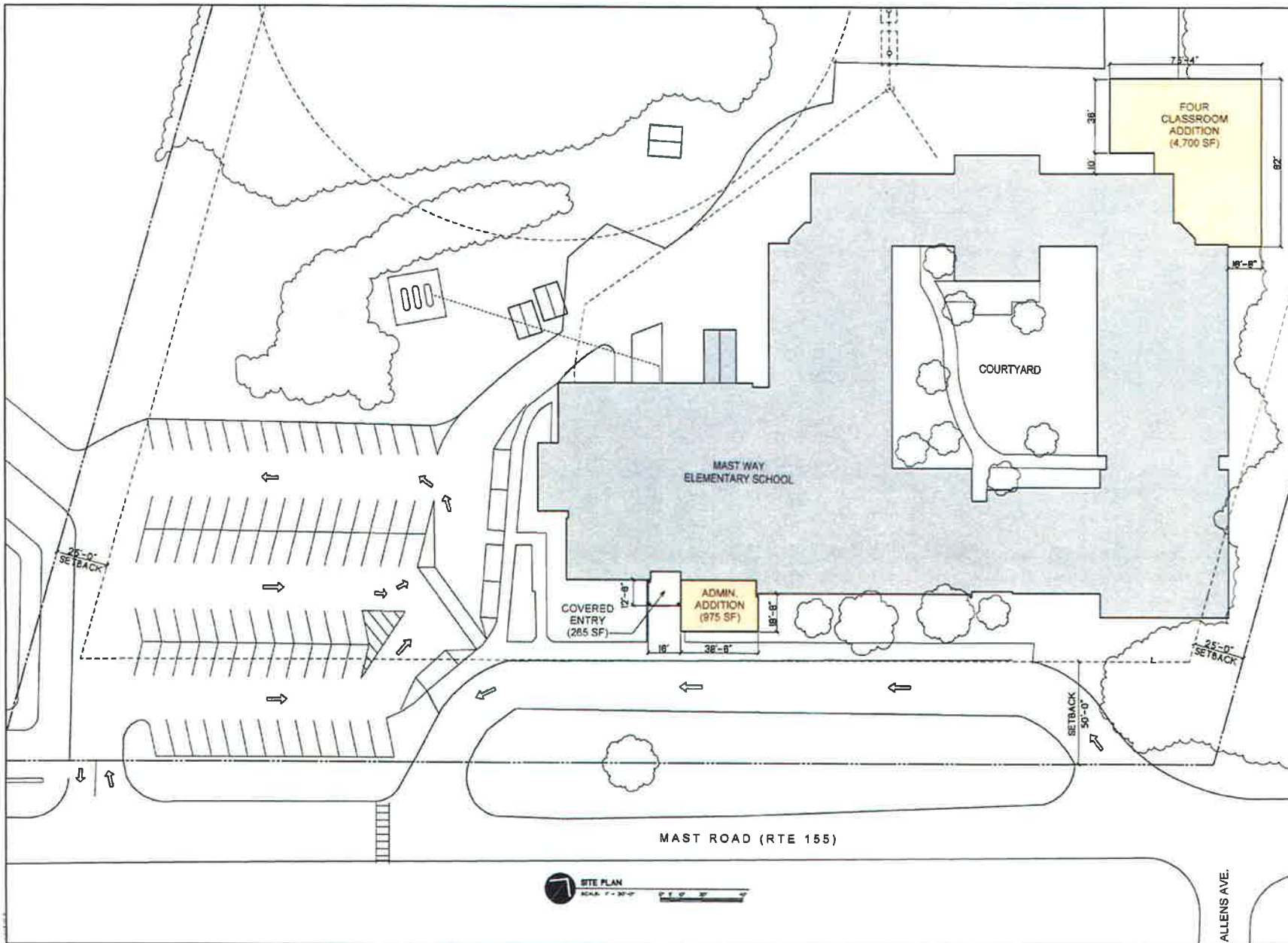
Lee, New Hampshire



Mast Way Elementary School Site Plan

Section 011





SAU 5
ADDITIONS TO:
MAST WAY
ELEMENTARY
SCHOOL
 LEE, NEW HAMPSHIRE

Sheet No. 001 of 001

A. Scott Brown
 Principal
 100 W. 10th
 Portland, ME 04103
 Tel: 207.763.2111
 Fax: 207.763.2128
 Email: a.scottbrown@psac.com

CONSULTANTS:
 Landscape Architect
 Structural Engineer
 Mechanical Engineer

JOB No. 1302
 Date: 08/08/13
 Title: 1" = 32' 0"
 Drawn by: C.B. 08
 Checked by: ...

Drawing Title:
PARTIAL ENLARGED
ARCHITECTURAL SITE
PLAN

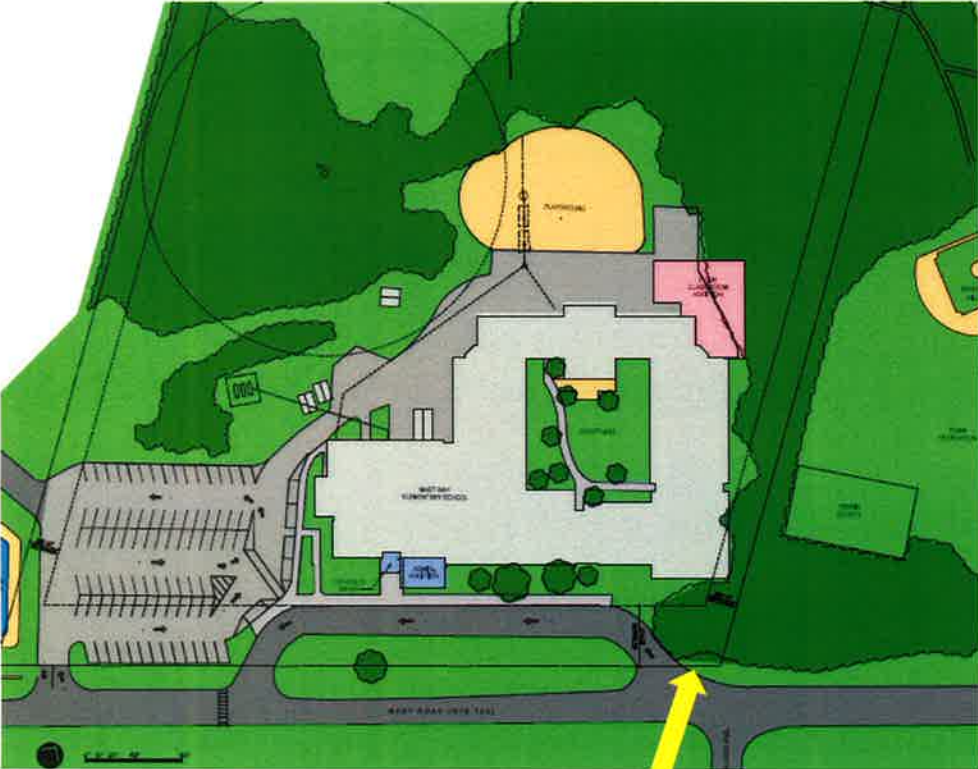
AS-2

REVIEW SET
 NOT FOR CONSTRUCTION

SITE PLAN
 SCALE: 1" = 32'-0"

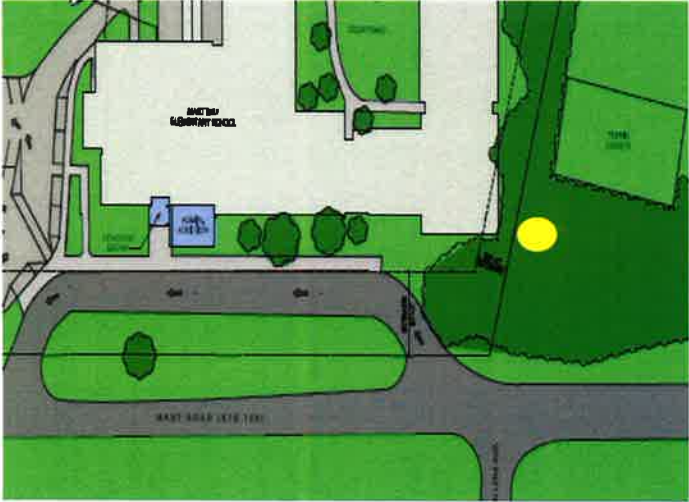
Mast Way Construction project – April 2018

Light utility vehicles will access the rear of the site by the front bus loop entrance. Larger trucks will access through the parking area.



Mast Way Construction project – April 2018

The ORCSD is requesting permission to remove 1 Pine tree on Town of Lee property.



**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 March ~~2017~~2018, 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. **This Agreement supersedes and replaces any and all previous agreements between the parties.**

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 use of the playing fields at Little River Park, Stevens Field, and the Town Field at Mastway School 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 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 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.

B. 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 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.

C. ORYA agrees that the first priority for the use of the Town-owned playing fields will be given to Town 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.)

1. Town usage takes precedent over all other requests whether scheduled already or not

2. ORYA usage is secondary to the Town's but takes precedent over any other usage whether scheduled already or not

3. In the event a paid reservation is cancelled due to use precedence by the Town or ORYA, the displaced party will be offered an opportunity to make up their event on another date or to receive a refund totaling the usage rate for the displaced time.

4. Requests for a full season will not be considered or scheduled until at least April 1st for spring season; July 1st for summer season; and August 1st for fall season.

5. In the event that multiple requests are received for the same date and time from other than the Town or ORYA, the field scheduler will have sole responsibility to determine who will be given preference based on current schedule and what is best for maintaining the quality of facility and grounds.

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

E. 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.

F. 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 use. Fees shall be established on a yearly basis and shall take effect on ~~January~~ ~~April~~ 1st of each calendar year.

B. 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 ~~costs~~ that the Town may incur because of the ~~users~~ use of the property, including but not limited to property damage, trash removal, etc.

E. Fees have been established as follows (there is a one hour minimum charge):

1. Little River Park Front Multiuse Field | \$50 per hour half field; \$100 per hour full field
2. Little River Park Back Multiuse Field | \$75 per hour
3. Little River Park Baseball Field | \$50 per hour
4. Stevens Field | \$25 per hour
5. Town Field at Mast Way | \$25 per hour
6. Little River Park Pavilion | No Fee

SECTION 4 – MAINTENANCE

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.
- D. All user-owned equipment, materials and gear 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).
- 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, which shall pay their appropriate share promptly.

SECTION 5 – TERM OF AGREEMENT

- A. The term of the Agreement shall be from April 1st 2017 to March 31st 2018.
- B. The Town and ORYA may propose amendments to this MOU by October-March 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.~~
- D. The terms and conditions set forth herein may be modified by mutual consent to reflect changed conditions and/or preferences.
- E. Termination of this MOU by either party 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.

SECTION 8 – COMPENSATION

- A. Neither party shall receive any compensation from the other for the services provided under this MOU.
- B. 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

John R. LaCourse

~~Scott Bugbee~~

~~John R. LaCourse~~

Scott Bugbee

Cary Brown

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

_____ Date: _____



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 | \$3550.00/hr.game |
| | <input type="checkbox"/> | Little River Park Multi-Purpose Field | \$3550.00/gamehalf field/hr. |
| | <input type="checkbox"/> | Little River Park Pavilion | No Fee |
| | <input type="checkbox"/> | Town Field (at Mast Way) | No Fee\$25.00/hr. |
| | <input type="checkbox"/> | Stevens Field | No Fee\$25.00/hr. |

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: Feb 26, 2018

Agenda Item No. 6

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
2/26/2018

Agenda Item Title: Application for the Recreation Committee

Requested By: Michael Vardaro **11/17/2017**

Contact Information: 603-493-9251

Presented By: Larry Kindberg, Rec Commission Chair

Description: Present the Board with an application for a three year appointment to the Recreation Committee.

Financial Details: N/A

Legal Authority NH RSA 35-B:4

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

REQUESTED ACTION OR RECOMMENDATIONS:

Motion: Move to approve a full 3 year membership appointment to Michael Vardaro to serve on the Recreation Committee.



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

**APPLICATION FOR APPOINTMENT TO A BOARD, COMMISSION OR
COMMITTEE POSITION WITHIN THE TOWN OF LEE.**

Applicant's Name: Michael Vardaro

Address: 34 Chestnut way Lee, NH Phone/Cell: 603-493-9251

of Years as a Resident: 1.5

Email address: MVardaro

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

Term Expires on the following date: _____

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

Term Expires on the following date: _____

I feel the following experience and background qualifies me for this position: I'm a
person of authenticity, compassion and conscienceness.
I delegate, persuade, negotiate and serve in my
life and profession.

[Signature]
Signature

11/17/17
Date

You are welcome to submit a letter or resume with this form. Applicants are requested to attend the Board of Selectmen's Meeting to express their interest. Applicants will be notified of the meeting date in advance. Thank you for your application and interest in the Town of Lee.

To: **MICHAEL VARDARO** of Lee, New Hampshire in the **County of Strafford**:

Whereas, there is a vacancy in the office of the RECREATION COMMISSION and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said named above, upon your taking the oath of office, and having this appointment and the certificate of said oath of office recorded by the Town Clerk, you shall have the powers, perform the duties and be subject to the liabilities of such office until March 2021.

Given under our hands, this 26th day of February, 2018

.....>

.....> **SELECT BOARD**

.....>

I, _____, do solemnly swear that I will faithfully and impartially discharge and perform all the duties incumbent on me as a member of the RECREATION COMMISSION according to the best of my abilities, agreeably to the rules and regulations of the constitution and laws of the **State of New Hampshire - So help me God.**

**STATE OF NEW HAMPSHIRE
STRAFFORD COUNTY**

Personally appeared the above named **MICHAEL VARDARO** took and subscribed the foregoing oath. Before me,

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

Date: _____, 2018

Received and Recorded:



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

Office Use Only

Meeting Date: 2-26-2018

Agenda Item No. 7a

BOARD OF SELECTMEN
Feb. 26 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 -191
(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 April 30, 2018

(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.)

Draft Lee Highway 2018 Summer Paving Program Choices

Choice A

Road Name	CL.5 MI.	Width Feet	Sq Yds	Tons For 1" thick	Cost -1/2" Paver Shim	Cost 1" Overlay	Cost 1-1/4 Overlay	Cost For Sealcoat	Cost for Reclaim	Last Done
LAMPREY LN.	0.54	22	6,970	397	13,110	26,220	32,775		139,392	11
PACKERS FALLS	0.9	20	10560	591	19,515	39,030	48,787		211,200	9
GARRITTY Rd	1.05	20	12320	690	22,767	45,535	56,918		246,400	9
PINKAM RD(East)	0.73	21	8994	504	16,620	33,240	41,550		179,872	10
PINKHAM RD (West)	0.24	19	2675	150	4,944	9,888	12,359	4,548	53,504	5
GILE RD	0.41	19	4,570	260	8,596	17,193	21,491	7,769	91,403	5
THOMPSON Mill RD	0.67	20	7,861	448	14,787	29,574	36,968	13,364	157,227	5
TOWN DUMP RD	0.2	20	2,347	134	4,414	8,828	11,035		46,933	14
TR STATION			5,267	300	9,907	19,814	24,768		105,340	14
HIGHWAY GARAGE			2,754	157	5,180	10,361	12,951		55,080	
Totals				3,174	119,841	239,682	299,603	25,681	1,286,351	
Sum of Red Highlighted selections					76,956	192,915	58,459		Total	328,330

Draft Lee Highway 2018 Summer Paving Program Choices

Choice B

Road Name	CL.5 MI.	Width Feet	Sq Yds	Tons For 1" thick	Cost -1/2" Paver Shim	Cost 1" Overlay	Cost 1-1/4 Overlay	Cost For Sealcoat	Cost for Reclaim	Last Done
PACKERS FALLS	0.9	20	10560	591	19,515	39,030	48,787		211,200	11
GARRITTY Rd	1.05	20	12320	690	22,767	45,535	56,918		246,400	9
PINKAM RD(East)	0.73	21	8994	504	16,620	33,240	41,550		179,872	9
LAMPREY LN.	0.54	22	6,970	397	13,110	26,220	32,775		139,392	10
PINKHAM RD (West)	0.24	19	2675	150	4,944	9,888	12,359	4,548	53,504	5
GILE RD	0.41	19	4,570	260	8,596	17,193	21,491	7,769	91,403	5
THOMPSON Mill RD	0.67	20	7,861	448	14,787	29,574	36,968	13,364	157,227	5
TOWN DUMP RD	0.2	20	2,347	134		8,828	11,035		46,933	14
TR STATION			5,267	300		19,814	24,768		105,340	14
HIGHWAY GARAGE			2,754	157		10,361	12,951		55,080	
Totals				3,174	100,340	239,682	299,602.92	25,681	1,286,351	
Sum of Red Highlighted selections					100,340	183,028		25,681	Total	309,049

Choice C

Draft

Lee Highway 2018 Summer Paving Program Choices

Road Name	CL.5 MI.	Width Feet	Sq Yds	Tons For 1" thick	Cost -1/2" Paver Shim	Cost 1" Overlay	Cost 1-1/4" Overlay	Cost For Sealcoat	Cost for Reclaim	Last Done
LAMPREY LN.			6,970	397	13,110	26,220	32,775		139,392	11
PACKERS FALLS	0.54	22	10560	591	19,515	39,030	48,787		211,200	9
GARRITTY Rd	0.9	20	12320	690	22,767	45,535	56,918		246,400	9
PINKAM RD(East)	1.05	20	8994	504	16,620	0	0		179,872	10
PINKHAM RD (West)	0.73	21	2675	150	4,944	0	0	4,548	53,504	5
GILE RD	0.24	19	4,570	260	8,596	17,193	21,491	7,769	91,403	5
THOMPSON Mill RD	0.41	19	7,861	448	14,787	29,574	36,968	13,364	157,227	5
TOWN DUMP RD	0.67	20	2,347	134		8,828	11,035		46,933	14
TR STATION	0.2	20	5,267	300		19,814	24,768		105,340	14
HIGHWAY GARAGE			2,754	157		10,361	12,951		55,080	
			Totals	3,174	100,340	209,507	245,693	25,681	1,286,351	
Sum of Red Highlighted selections					100,340	110,784	69,494		280,618	

Cost Per sq Yd

1 Inch Overlay	\$ 3.77
Sealcoat	\$ 1.70
Reclaim w/ 4in pavement	\$ 20.00

Possible Funding

Fy17-18 paving line item	34,301
FY 17-18 surplus ?	20,000
SB38-state funds	95,185
FY18-19 paving line item	175,000
Total	324,486



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

Office Use Only

Meeting Date: 2-26-2018

Agenda Item No. *8a*

BOARD OF SELECTMEN
MEETING AGENDA REQUEST
2/26/2018

Agenda Item Title: Mast Way School Crosswalk

Requested By: Julie Glover

Date: 2/15/2018

Contact Information: townadministrator@leenh.org

Presented By: Julie Glover, Town Administrator

Description: Discuss NH DOT's letter dated 2/9/18 regarding the elimination of the crosswalk in front of Mast Way School and the issues surrounding the Town's potential continuation of the crosswalk and associated liability issues.

Financial Details: TBD

Legal Authority: NH RSA 41:8

Legal Opinion: "There is no question some liability risk. If the Town proceeds in any way that is contrary to regulations or statute, then coverage could be lost for an incident because we have a violation of law exclusion. In addition, discretionary function immunity for public works projects does not apply if there is a breach of law or if the implementation deviates from the approved plans. There is also ongoing maintenance duties that may be deemed ministerial and not within immunity." Mike Ricker, General Counsel, Primex

REQUESTED ACTION OR RECOMMENDATIONS:

Recommend that the Town accept NH DOT's recommendation to eliminate the crosswalk in front of Mast Way School.



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

February 9, 2018

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



RE: Mast Road NH Route 155
Midblock Crosswalk at Mast Way School

Dear Chairman Lacourse and Members of the Board,

Before I address the concerns expressed in your letter dated November 30, 2017, I will begin by reiterating the closing comments of my November 9, 2017 letter, which are that if the Town is not in agreement with our recommendation and proposal to eliminate the crosswalk, NHDOT will allow the crosswalk to remain provided that the Town assumes all maintenance responsibilities for the pavement markings and pedestrian approaches to the crosswalk. In addition, we recommend that additional street lighting be designed and installed to meet Federal guidelines. Should the Town move forward with this option against our recommendation, NHDOT would continue to be responsible for the warning signs, which would be maintained to the current standard of flanking high-visibility fluorescent yellow-green pentagonal "schoolchildren crossing" warning signs with downward arrows. To further enhance the crossing, the Town could provide a R1-6b in-street sign, which would read: "STATE LAW YIELD TO SCHOOLCHILDREN WITHIN CROSSWALK".

With that said, NHDOT is systematically reviewing midblock crosswalks on State roads in advance of resurfacing projects to assure that the use of this traffic control device meets our current practice which is being developed to promote safety at individual locations and across our State system as a whole. Given the scope and purpose of these projects, we are constrained in our ability to enhance pedestrian and bicycle safety beyond minor changes to crosswalks that happen to fall within an area being repaved. We encourage the Town to secure funding and work with a licensed engineer to develop pedestrian and bicycle facilities and/or traffic calming measures in the vicinity of the school that are consistent with the Department's policies and practices.

As the Town considers the above options, I would ask that the following points be taken into consideration:

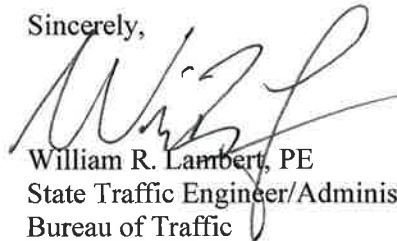
- Painted pavement offers no protection to pedestrians from moving vehicles.
- Midblock crosswalks are inherently dangerous (as compared to signal or stop sign controlled crossings) in that they are generally not expected by motorists.
- The implication in your letter that traffic calming devices are needed in this area suggests that speed limit regulations are not being adhered to by motorists, further exacerbating a dangerous situation for pedestrians.
- Crosswalks are a regulatory device, not a traffic calming device, used to establish a pedestrian right-of-way on the roadway.
- When a crosswalk is installed in a location where it is rare for a motorist to see a pedestrian, it can lead drivers to ignore or otherwise disrespect not only this crosswalk, but other crosswalk locations in the Town and region where crosswalks are truly needed and appropriate.
- From the perspective of a pedestrian, a crossing location marked with a crosswalk provides the message that it is a safe place to cross, that the pedestrian will be seen by motorists, and that motorists will stop. It can create a dangerous situation when pedestrians have this expectation, but motorists disregard the crosswalk because they rarely see anyone use it.

- Other jurisdictions have adopted 20 pedestrians per hour as a threshold value to consider installing a midblock crosswalk (10-15 pedestrians per hour when they are children or elderly individuals), and we understand that this location sees significantly lower pedestrian volumes.
- Based on the traffic volume along NH Route 155 and the presence of a crossing guard, gap availability should allow for sufficient, safe crossing opportunities.

Our recommendation to optimize pedestrian safety in this location (within the scope of the resurfacing project) is to eliminate the crosswalk markings from the roadway to effectively put pedestrians on notice that they need to pay attention and wait for an appropriate gap before crossing the street. In cases where the pedestrian volume is minimal, as it is here, it is safer to have pedestrians cross without a crosswalk than it is to establish a crosswalk that is rarely used by pedestrians and has an increased risk of being disrespected by motorists.

If you have any questions, please contact Mike O'Donnell at 271-1581.

Sincerely,



William R. Lambert, PE
State Traffic Engineer/Administrator
Bureau of Traffic

cc: Eric Healey, NHDOT Bureau of Traffic
Michael O'Donnell, NHDOT Bureau of Traffic
Desiree Carron, NHDOT Bureau of Traffic
Kevin Prince, NHDOT Bureau of Materials and Research
Brian Schutt, NHDOT District 6 Engineer
Samantha Fifield, NHDOT Bureau of Highway Design



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: 02/12/18

DATE(S) OF LEAVE: 03/05-09/18

TOTAL HOURS REQUESTED: 40

TYPE OF LEAVE REQUESTED (check one):

Vacation

Sick

Personal

Bereavement

Other _____

Explanation (if necessary): _____

Thomas C. Dronsfield Jr

Print Name



Signature

This section only needs to be completed if your **vacation leave is more than five working days**, it is a form of leave that under certain circumstances must be approved by the Select Board prior to leave being taken or it is sick leave that requires medical certification (please see Personnel Policy & Procedures Manual for details.)

Approval: _____ Date: _____
Chairman, Select Board

Denied

Reason: _____

**TAX CREDIT/EXEMPTION
APPLICATION RECOMMENDATION**

To: Select Board
Town of Lee

Date: February 12, 2018

From: Scott Marsh, CNHA
Municipal Resources
Contract Assessors' Agents

RE: Veteran Tax Credit
Tax Map 009 Lot 010-0019

The above referenced application and supporting documentation was received and reviewed. It appears that Gary Atkins does qualify for the Veterans' Tax Credit. It is recommended that the application be approved for the 2018 tax year.

If there are any questions, please let me know.



STEP 1
OWNER
AND
APPLICANT
NAME
AND
ADDRESS

OWNER AND APPLICANT INFORMATION

If required, is a PA-33 on file? YES NO

OWNER: IRIS + GARY ATKINS

APPLICANT'S LAST NAME: ATKINS APPLICANT'S FIRST NAME: GARY MI: L PHONE NUMBER: 603-397-5133

APPLICANT'S LAST NAME: APPLICANT'S FIRST NAME: MI: PHONE NUMBER:

MAILING ADDRESS: 38 SWAN DRIVE

CITY/TOWN: LEE STATE: NH ZIPCODE: 03861

PROPERTY ADDRESS: 38 SWAN DRIVE TAX MAP: 9 BLOCK: 10 LOT: 19

IS THIS YOUR PRIMARY RESIDENCE? YES NO

STEP 2
VETERANS'
TAX CREDITS
AND
EXEMPTION

VETERAN'S INFORMATION

1. APPLICANT IS THE: Veteran Spouse Surviving Spouse

2. APPLYING FOR: Veterans' Tax Credit (RSA 72:28) Standard (\$50) / Optional (\$51 up to \$500)
 All Veterans' Tax Credit (RSA 72:28-b) *If Adopted by Town* Standard (\$50) / Optional (\$51 up to \$500)
 Tax Credit for Service-Connected Total Disability (RSA 72:35) Standard (\$700) / Optional (\$701 up to \$2,000)
 Tax Credit for Surviving Spouse (RSA 72:29-a "...of any person who was killed or died while on active duty...")
 Certain Disabled Veterans (Exemption) (RSA 72:36-a)

3. Veteran's Name: GARY ATKINS Dates of Military Service: Enter (MMDDYYYY) 4. Date of Entry: 7/15/1974 5. Date of Discharge/Release: 8/17/1977

IF A VETERAN OF ALLIED COUNTRY: (RSA 72:32)

6. Name of Allied Country Served in: 7. Branch of Service: Air Force

9. Does any other eligible Veteran own interest in this property?
 YES NO If YES, provide name
 YES NO

8. Please Check One.
 US Citizen at time of entry into Service
 Alien but resident of NH at time of entry into Service

STEP 3
EXEMPTIONS

STANDARD EXEMPTIONS

10. Elderly Exemption (Must be 65 years of age on or before April 1 of year for which exemption is claimed) (RSA 72:39-a)
 (Enter numbers only MMDDYYYY) 10a. Applicant's Date of Birth: 10b. Spouse's Date of Birth:

11. Improvements to Assist Persons with Disabilities (RSA 72:37-a)

LOCAL OPTIONAL EXEMPTIONS (If adopted by city/town)

12. Blind Exemption (RSA 72:37) Solar Energy Systems Exemption (RSA 72:62)
 Deaf Exemption (RSA 72:38-b) Wind-Powered Energy Systems Exemption (RSA 72:66)
 Disabled Exemption (RSA 72:37-b) Woodheating Energy Systems Exemption (RSA 72:70)

STEP 4
RESIDENCY

13. NH Resident for One Year preceding April 1 in the year in which the tax credit is claimed (Veterans' Tax Credit)
 NH Resident for Five Consecutive Years (Deaf) or At least Five Years (Disabled) preceding April 1 in the year the exemption is claimed
 NH Resident for Three Consecutive Years preceding April 1 in the year the exemption is claimed (Elderly Exemption)

STEP 5
OWNERSHIP

14. Do you own 100% interest in this residence? Yes No If NO, what percent (%) do you own? _____

STEP 6
SIGNATURES

Under penalties of perjury, I declare that I have examined this document and to the best of my belief the information herein is true, correct and complete.

SIGNATURE (IN INK) OF PROPERTY OWNER: Gary Atkins DATE: 1/9/18

SIGNATURE (IN INK) OF PROPERTY OWNER: Iris E. Atkins DATE: 1/10/2018

PROPERTY OWNER NAME
PROPERTY OWNER NAME
TAX MAP | BLOCK | LOT

PERMANENT APPLICATION FOR PROPERTY TAX CREDITS/EXEMPTIONS

MUNICIPAL AUTHORIZATION - TO BE COMPLETED BY MUNICIPAL ASSESSING OFFICIALS

VETERANS' TAX CREDIT

MUNICIPAL TAX MAP	BLOCK	LOT	AMOUNT	GRANTED	DENIED	DATE
<input type="checkbox"/> Veterans' Tax Credit RSA 72:28 (Standard \$50; Optional \$51 up to \$500)				<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> All Veterans' Tax Credit RSA 72:28-b (Standard \$50; Optional \$51 up to \$500)				<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Tax Credit for Service-Connected Total Disability (Standard \$700; Optional \$701 up to \$2,000)				<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Surviving Spouse Tax Credit (Standard \$700; Optional \$701 up to \$2,000)				<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Review Applicable Discharge Papers Form(s)						
<input type="checkbox"/> Other Information						

VETERANS' EXEMPTION

Certain Disabled Veterans' Exemption Veteran Surviving Spouse GRANTED DENIED _____

APPLICABLE ELDERLY, DISABLED AND DEAF EXEMPTION INCOME AND ASSET LIMITS

CONTACT YOUR MUNICIPALITY FOR INCOME AND ASSET LIMITS

Income Limits	Deaf Exemption	Disabled Exemption	Elderly Exemption	Elderly Exemption Per Age Category	
Single				65-74 years of age	
Married				75-79 years of age	
Asset Limits				80+ years of age	
Single					
Married					

STANDARD and LOCAL OPTIONAL EXEMPTIONS (If adopted by the City/Town)

	AMOUNT	GRANTED	DENIED	DATE
<input type="checkbox"/> Elderly Exemption		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Improvements to Assist Persons with Disabilities		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Blind Exemption		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Deaf Exemption		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Disabled Exemption		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Solar Energy Systems Exemption		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Woodheating Energy Systems Exemption		<input type="radio"/>	<input type="radio"/>	
<input type="checkbox"/> Wind-powered Energy Systems Exemption		<input type="radio"/>	<input type="radio"/>	

A photocopy of this Form (Pages 1 and 2) or Form PA-35 must be returned to the property owner after approval or denial.

The following documentation may be requested at the time of application in accordance with RSA 72:34, II.

- * List of assets, value of each asset, net encumbrance and net value of each asset.
- * Statement of applicant and spouse's income.
- * Federal Income Tax Form.
- * State Interest and Dividends Tax Form.
- * Property Tax Inventory Form filed in any other town.

*** Documents are considered confidential and are returned to the applicant at the time a decision is made on the application.**

Municipal Notes

_____ PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	_____ SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	_____ DATE
_____ PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	_____ SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	_____ DATE
_____ PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	_____ SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	_____ DATE
_____ PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	_____ SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	_____ DATE
_____ PRINT / TYPE NAME OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	_____ SIGNATURE (IN INK) OF SELECTMEN / MUNICIPAL ASSESSING OFFICIAL	_____ DATE



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

STATEWIDE
41550
X-A004(662)
Tier 2 Resurfacing

RECEIVED
FEB 12 2018
TOWN OF LEE, NH

Bureau of Highway Design
Room 200
Tel. (603) 271-2171
Fax (603) 271-7025

February 8, 2018

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

Dear Ms. Glover:

The NH Department of Transportation (NHDOT) is developing a roadway resurfacing project along US 302, NH 16, NH 25, NH 28, NH 101, NH 11, NH 125 and ramps off of US 1 Bypass at Maplewood Avenue and Woodbury Avenue. The project will include 16.7 miles of road, divided into 11 separate segments located in Bartlett, Hart's Location, Freedom, Hampton, Farmington, Rochester, Epping, Lee and Portsmouth. The main objective of the project is to improve existing driving surfaces; however, it is anticipated that some minor drainage, guardrail, signage, and striping improvements will also be included.

Within Lee, along NH 125, a 2" travel way inlay will be placed, along with a 1" full width high-polymer modified asphalt wearing course overlay. This work begins at the Epping Town line, and continues northerly to a pavement joint 950' south of NH 152, near mile marker 21.8.

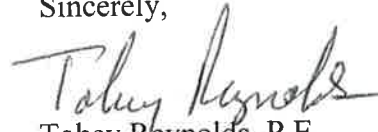
Throughout the duration of the project, and at the discretion of the NHDOT, flaggers and uniformed officers will be used to control traffic. Portable changeable message signs will be used to notify motorists in advance of upcoming work and for messages during the construction. Work will only be permitted at night, between 7pm and 6 am.

This project will be advertised on March 13, 2018, and construction is expected to occur between the Spring and Fall of 2018. A pre-construction meeting, to which the Towns will be invited, will be held by the Contractors prior to the start of construction.

Included as part of this transmittal are 2 copies of the Municipal Work Zone Agreement (MWZA) that all municipalities are asked to sign as an acknowledgement that the NHDOT will have the authority to control traffic through the work zone for the duration of the project. Please sign both enclosed documents and return them to me in the self-addressed, stamped envelope provided. One signed copy will be returned to the Town, and one retained at NHDOT.

If you have any questions or would like to discuss this project further, please feel free to call me at 271-7421 or e-mail at Tobey.Reynolds@dot.nh.gov.

Sincerely,



Tobey Reynolds, P.E.
Specialty Section Chief

Enclosures (2)

cc: Chief Scott Nemet, Town of Lee Fire Department (Letter Only)
Chief Tom Dronsfield, Jr., Town of Lee Police Department (Letter Only)

**MUNICIPAL WORK ZONE AGREEMENT
FOR
STATEWIDE TIER 2 RESURFACING
STATE PROJECT: 41550
FEDERAL PROJECT: X-A004(662)**

THIS AGREEMENT, executed in *duplicate*, made and entered into this _____ day of _____ 2018, between the New Hampshire Department of Transportation, hereinafter called the "DEPARTMENT" and the City/Town of LEE, hereinafter called the "TOWN."

WITNESSETH that,

WHEREAS, the DEPARTMENT will place a 2" inlay, within the travel way, along NH 125, as well as a 1" high-polymer modified asphalt wearing course overlay. This work begins at the Epping Town line, and continues northerly to a pavement joint 950' south of NH 152.

WHEREAS, The State Legislature has delegated the Commissioner of the DEPARTMENT with full authority to control traffic in highway/bridge construction work zones on Class I, II, and III highways; RSA 228:21, 236:1, and 228:37;

WHEREAS, The Department intends to use a combination of flaggers and/or uniformed officers, as appropriate, to control traffic and ensure public and worker safety; and

NOW, THEREFORE, in consideration of the above premises, it is mutually agreed as follows:

- A. The DEPARTMENT shall construct project Statewide 41550 Tier 2 Resurfacing in the TOWN.
- B. **The DEPARTMENT will be responsible for the management and operation of the highway throughout the duration of the construction of the project. This includes the authority to determine the most appropriate way to control traffic within the construction work zone limits of the project.**
- C. The Department, as of April 1, 2013, will only compensate for the use of police officers that have successfully completed an NHDOT approved course on the Safe and Effective Use of Law Enforcement in Work Zones

IN WITNESS WHEREOF, the parties here have affixed their signatures, the Town of LEE, New Hampshire, on this _____ day of _____, 2018; The Department of Transportation on this _____ day of _____, 2018.

**NEW HAMPSHIRE DEPARTMENT OF
TRANSPORTATION**

TOWN OF LEE

By: _____
Peter Stamnas, PE
Director of Project Development

By: _____
Town Administrator

cc: Police Chief

**MUNICIPAL WORK ZONE AGREEMENT
FOR
STATEWIDE TIER 2 RESURFACING
STATE PROJECT: 41550
FEDERAL PROJECT: X-A004(662)**

THIS AGREEMENT, executed in *duplicate*, made and entered into this _____ day of _____ 2018, between the New Hampshire Department of Transportation, hereinafter called the "DEPARTMENT" and the City/Town of LEE, hereinafter called the "TOWN."

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IN WITNESS WHEREOF, the parties here have affixed their signatures, the Town of LEE, New Hampshire, on this _____ day of _____, 2018; The Department of Transportation on this _____ day of _____, 2018.

**NEW HAMPSHIRE DEPARTMENT OF
TRANSPORTATION**

TOWN OF LEE

By: _____
Peter Stamnas, PE
Director of Project Development

By: _____
Town Administrator

cc: Police Chief

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

YR [] - TOWN [] - U# [] - T [] (Assigned by Municipality)

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

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

1. City/Town of Lee
2. Tax Map No./Lot or USFS sale name & unit #: 24-09-0000
3. Intent Type: Original Supplemental
(Use mouse to click on Check Boxes) Original Operation # _____
4. Name of road from which accessible: High Rd.
5. a. Acreage of Lot: 4 Acreage of cut: 2
b. Anticipated start date: 2/18
6. Type of ownership (check only one):
 a. Owner of Land and Stumpage (Joint Tenants)
 b. Owner of Land and Stumpage (Tenants in Common)
 c. Previous owner retaining deeded timber rights
 d. Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements

REPORT OF CUT FORM / CERTIFICATE TO BE SENT TO:

OWNER OR BY MAIL OR
 LOGGER/FORESTER E-MAIL

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

Timber Tax Information is Available at www.revenue.nh.gov
 Questions?? Call (603) 230-5950

[Signature] 2/8/18
 SIGNATURE OF OWNER(S) OR CORPORATE OFFICER DATE

[Signature] 2/8/18
 SIGNATURE OF OWNER(S) OR CORPORATE OFFICER DATE

PRINT CORPORATE OFFICER NAME AND TITLE DATE

ROBERT MUNGER & JILL NOONEY
 PRINT OWNER(S) NAME

45 HIGH RD
 MAILING ADDRESS

LEE NH 0386
 CITY/TOWN STATE ZIPCODE

PHONE 603-691-2903 E-MAIL ZIPITY@FINEGARDEN.COM

FOR ASSESSING OFFICIALS ONLY

- The Selectmen/Assessing Officials hereby certify that:
1. All owners of record have signed the intent;
 2. The land is not under the Current Use Unproductive category;
 3. The form is complete and accurate; and
 4. Any timber tax bond required has been received:
 \$ _____ Date _____
 5. The tax collector will be notified within 30 days or receipt pursuant to RSA 79:10;
 6. This form to be forwarded to DRA within 30 days.

8. Description of Wood or Timber To Be Cut

Species	Estimated Amount To Be Cut	
White Pine	10	MBF
Hemlock	4	MBF
Red Pine		MBF
Spruce & Fir		MBF
Hard Maple		MBF
White Birch		MBF
Yellow Birch		MBF
Oak	4	MBF
Ash		MBF
Beech & Soft Maple	4	MBF
Pallet or Tie Logs	4	MBF
Other (Specify)		MBF
	Pulpwood	Tons
Spruce & Fir		
Hardwood & Aspen		
Pine		
Hemlock		
Whole Tree Chips	300	
Miscellaneous		
High Grade Spruce/Fir		Tons
Cordwood & Fuelwood	30	Cords

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

Species:	Amount:

10. By signing below, the Logger/Forester or person responsible for cutting hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner. I have become familiar with RSA 237-J, the timber harvest laws.

[Signature] 2/8/18
 SIGNATURE OF PERSON RESPONSIBLE FOR CUTTING DATE
Woodward Timber Inc.
 PRINT NAME
62 Stage Rd.
 MAILING ADDRESS
Nottingham NH 03290
 CITY/TOWN STATE ZIPCODE
 PHONE 609-5029 E-MAIL _____

Signature (in ink) of Assessing Official	Date	Signature (in ink) of Assessing Official	Date	Signature (in ink) of Assessing Official	Date
Signature (in ink) of Assessing Official	Date	Signature (in ink) of Assessing Official	Date		

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