

## SELECT BOARD MEETING AGENDA

**DATE: Monday, March 12, 2018 at 6:30 pm**

**HELD: Public Safety Complex (2nd Floor Meeting Room) 20 George Bennett Rd, Lee**

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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. **Matt Glode, ORYA Director**
  - a. Discuss proposed changes to the Memorandum of Understanding.
  - b. Discuss proposed changes to the Little River Park usage fees.
4. **Bill Humm, Conservation Commission Chair** – Ask the Board for permission from the Board to plant 5 American Chestnut saplings and 1 White Pine behind the Public Safety Complex in honor of Dick Weyrick in recognition of his Lifetime Achievement Award.
5. **Paul Gasowski, Sustainability Committee Rep** – Present and discuss the following ideas with the Board.
  - a. **Skill Share** – Build a network in Lee to connect residents with shared interests to exchange skills and knowledge.
  - b. **Low Carbon Workshops** – Brief the Board on a proposal to offer workshops to help Lee residents take specific actions to reduce household carbon from recycling to conserving water, to changing to a renewable electricity supplier and more.
6. **Randy Stevens, Highway Supervisor**
  - a. **Summer Paving Plan** – Present the Board with a honed down paving plan which includes pricing and origin of funds.
  - b. **Materials and Services Quotes** – Present the Board with the bid results and a recommendation
7. **Caren Rossi, Planning and Zoning Administrator**
  - a. Update the Board on Planning and Zoning Activities
  - b. Present and request that the Board accept the Restoration Bond for the Chinburg Subdivision on Pinkham Road in the amount of \$14,600.
8. **Julie Glover, Town Administrator**
  - a. Policy on Boards, Committees and Commissions – Background Checks
  - b. Miscellaneous
9. **Motion to accept the Consent Agenda as presented:**
  - a. *Preservation Barn Easements x2*
  - b. *Eversource (PSNH) Petition and Pole License x4*
  - c. *NH Electric Co-Op Petition and Pole License*
  - d. *Cemetery Deed*
  - e. *Yield Tax Levy*
  - f. *Veterans Tax Credit*
  - g. *Abatements x6*
  - h. *Unanticipated Funds from LCHIP \$1000*
  - i. *Preservation Alliance Letter*
  - j. *Select Board Public & Non Public Meeting Minutes from 2/26/2018*
  - k. *Manifest #18*
  - l. *Weeks Payroll Ending March 11, 2018*
10. Miscellaneous/Unfinished Business
11. Adjournment

**Posted: Town Hall, Public Safety Complex, Public Library and on [leenh.org](http://leenh.org) on March 9, 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.

**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 Mast Wway 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 1<sup>st</sup> for spring season; July 1<sup>st</sup> for summer season; and August 1<sup>st</sup> 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 and the Lee Recreation Commission 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 1<sup>st</sup> 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 1<sup>st</sup> 2017 to March 31<sup>st</sup> 2018.
- B. The Town and ORYA may propose amendments to this MOU by October-March 1<sup>st</sup> 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

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John R. LaCourse

Scott Bugbee

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~~John R. LaCourse~~

Scott Bugbee

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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](http://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: 3/12/2018

Agenda Item No. \_\_\_\_\_

**BOARD OF SELECTMEN**  
**3/12/2018 MEETING AGENDA REQUEST**

**Agenda Item Title: Conservation Commission Tree Planting Request**

**Requested By: Bill Humm, Conservation Commission Chair Date: 3/6/2018**

**Contact Information: [bhumh@aol.com](mailto:bhumh@aol.com)**

**Presented By: Bill Humm**

**Description: Conservation Commission requests permission from the Board to plant 5 American Chestnut saplings and 1 White Pine behind the Public Safety Complex in honor of Dick Weyrick in recognition of his Lifetime Achievement Award.**

**Financial Details:** \_\_\_\_\_

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

**Legal Opinion:** \_\_\_\_\_

**REQUESTED ACTION OR RECOMMENDATIONS:**

**Move to grant the Conservation Commission permission to plant 5 American Chestnut saplings and 1 White Pine behind the Public Safety Complex in honor of Dick Weyrick in recognition of his Lifetime Achievement Award.**



**TOWN of LEE**  
7 MAST RD, LEE, NH 03861  
(603) 659-5414  
Email: dduval@leenh.org

Office Use Only

Meeting Date: 3-12-2018

Agenda Item No. 5a

**BOARD OF SELECTMEN**  
**3-12-2018 MEETING AGENDA REQUEST**

**Agenda Item Title: Lee Sustainability Committee Skill Share Network Proposal**

**Requested By: Paul Gasowski**

**Date: 3-7-2018**

**Contact Information: 603-659-5273**

**Presented By: Paul Gasowski and Matthew Rowell**

**Description: Establish a skill share network within the Town of Lee to connect Lee residents with shared interests to exchange skills and knowledge.**

**Financial Details:**

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**Legal Authority NH RSA 41:8**

***(usually NH RSA or Town Ordinance/Policy):***

**Legal Opinion:** Mentors should be rostered as volunteers with specific dates of activity; if a business participates, we need to obtain a COI; no one under the age of 18 should be allowed to participate (elevates the liability); neither the Sustainability Committee nor the Town should exercise supervision of either the workplace or the activities.

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**REQUESTED ACTION OR RECOMMENDATIONS:**

**Move to grant the Lee Sustainability Committee permission to move forward with the Skill Share Network Program as described.**



-DRAFT-

Proposal To Establish a Skill Share Network in Lee NH  
Matthew Rowell  
13 Feb 2018

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**Objective:**

The objective for establishing a skill share network in Lee is to connect residents with shared interests to exchange skills and knowledge.

The leading motivations for the initiative are to:

- benefit citizens directly by growing relationships around the sharing of skills and knowledge
- benefit the town by growing the community relationships
- strengthen the community by establishing a sense of resiliency and sustainability.

**Mechanism**

The Lee Sustainability Committee (LSC) will spearhead the initiative and serve as the intermediary between volunteering residents and interested community members.

1. The LSC will maintain and publish a list of categories for which a resident has volunteered to share skills and knowledge.
2. Anyone within the community who shares interest in a published category can contact the LSC who will notify the citizen volunteer of the request.
3. The volunteer may then choose to establish communication with the resident who indicated shared interest.

## **Examples**

Some interests that Lee residents may share include, but are not limited to:

- 
- Mathematics
  - Raised bed gardening
  - Beekeeping
  - Automotive Work
  - Woodworking
  - Guitar
  - Canning
  - Fermentation
  - Chickens
  - Greenhouses
  - Running
  - Blacksmithing
  - Oil Painting
  - ~~Fantasy Football~~

The list could (and will hopefully) go on forever.

## **Implementation**

The following steps will serve as the basic guide for implementation of this initiative.

1. Initial volunteer list generation – The LSC members will tap into their own networks within the town to buildout the initial list of interests.
  - a. The list will be built as a Google Sheet for sharing within the LSC only.
  - b. It will contain the following columns: Interest, Name, Email, Phone Number

2. Develop web presence – The internet will serve as the primary means of posting and updating the list of interests only.
  - a. A website will be hosted under its own domain, example: LeeSkillShare.org
  - b. Only the list of interests will be shared on the website.
3. When a Lee resident sees an interest they share they will contact the website manager via a self-explanatory contact form.
4. The website manager will forward the request to the volunteer who originally posted the interest.
5. The volunteer who originally posted the interest has the option to connect with the new person, or to decline.
6. No personal information will be shared.

### **Closing**

Every member of this community has a passion, some level of skill, and knowledge about something. In support of the LSC's mission of growing the sense of community and interdependence, we very much look forward to connecting residents through the Lee Skill Share Network.

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**Lee Highway 2018 Summer Paving-second draft**

**Option A**

Road Name	CL.5 MI.	Width Feet	Sq Yds	Tons For 1" thick	Last Done	Phase 1	Phase 2		
						Cost -1/2" Paver Shim	Cost 1" Overlay	Totals	
Lamprey Ln	0.54	22	6,970	397	11	13,110	26,220		
Packers Falls Rd	0.9	20	10560	591	9	19,515	39,030		
Garrity Rd	1.05	20	12320	690	9	22,767	45,535		
Piinkham Rd (east)	0.73	21	8994	504	10	16,620	33,240		
Pinkham Rd (west)	0.24	19	2675	150	5	4,944	9,888		
Gile Rd	0.41	19	4,570	260	5	8,596	17,193		
Recycling Center Rd.			2,347	134	14		8,828		Totals
						<b>85,552</b>	<b>179,933</b>	<b>265,485</b>	

**Optional**

Thompson Mill Rd	0.67	20	7,861	448	5	14,787	29,574		<b>309,846</b>
Tr Station	0.2	20	5,267	300	14		19,814		<b>329,660</b>
Highway Garage			2,754	157	14		10,361		<b>340,021</b>

Total **100,340**

**Option B**

Road Name	CL.5 MI.	Width Feet	Sq Yds	Tons For 1" thick	Last Done	Phase 1	Phase 2		
						Cost -1/2" Paver Shim	Cost 1" Overlay	Grader shim	Sand seal
Lamprey Ln	0.54	22	6,970	397	11	13,110	26,220		
Packers Falls Rd.	0.9	20	10560	591	9	19,515	39,030		
Garrity Rd	1.05	20	12320	690	9	22,767	45,535		
Rinkham Rd (East)	0.73	21	8994	504	10	16,620	33,240		
Gile Rd	0.41	19	4,570	260	5			4,500	7,769
Pinkham Rd (West)	0.24	19	2675	150	5			3,000	4,548
Thompson Mill Rd	0.67	20	7,861	448	5			6,000	13,364
Recycling Center Rd.			2,347	134	14		8,828		
Tr Station	0.2	20	5,267	300	14		19,814		
Highway Garage			2,754	157	14		10,361		



<b>Total</b>	<b>72,012</b>	<b>183,028</b>	<b>13,500</b>	<b>25,681</b>
				<b>294,221</b>

<b>Cost Per sq Yd</b>	
1 Inch Overlay	\$ 3.77
Sealcoat	\$ 1.70
Reclaim w/ 4in pavement	\$ 20.00

<b>Possible   Funding</b>	
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
<b>Total</b>	<b>324,486</b>

See Notes on next page

**Notes**

- Almost all of the listed roads need to be shimmed prior to paving which cost significantly more.
- Thompson Mill, Gile, and Pinkham West do not have very stable bases under the pavement.
- A better price per ton will most likely be obtained if both Phase 1 and 2 are bid in the same document.
- April is a good month to go out to bid. Waiting too long can result in a higher price per ton.
- Option A shims and overlays all listed roads and would list Thompson Mill, Tr ST, and Highway garage as options.
- Option B shims and overlays main roads and grader shims and seal coats T. Mill, Pinkham West and Gile Rd.
- In Option B the Tr St and Highway Garage could be listed as options in the bid package.
- Phase 1 would paver shim chosen roads with current fiscal year funds and some SB38 funds.
- Phase 2 would be done after July 1st and before September 15th.
- In Option 1 Deleting Pinkham East and West cuts out 64,692 from total.
- In Option 1 Deleting Thompson Mill Rd cuts 44,361 from total.
- Life cycle on sealcoating would be about 5 years.
- Estimated life cycle on paving selected roads would be 10 years.
- Should leave at least 20k of available funding for shim, crack sealing etc.

Lee Highway Department Quote Results 3/12/2018

Catch Basin Cleaning Quotes/hour

Vendor	Price Per Hour	Extra cost	Comments	One Day's work/yr
Bellemore Catch Basin Maint.	140	150 travel charge		
Eastern Pipe Service	125	included		
BH Cameron	145			
Hartigan	124.75	No mobilization fee		

Line Striping Quotes

Vendor	Single wh. edge line	Double centerline	SWL x5000'	DYL x47,500'	Total
Industrial Traffic Lines	Londonderry 0.038	0.072	\$ 190.00	\$ 3,420.00	\$ 3,610.00
Hiway Safety Systems	Rockland,MA 0.041	0.08	\$ 205.00	\$ 3,800.00	\$ 4,005.00
Markings Inc	Pembroke, MA		\$ -	\$ -	\$ -
L&D	Barre, VT 0.12	0.2	\$ 600.00	\$ 9,500.00	\$ 10,100.00

Plow Cutting Edges

Vendor	Atlantic Plow Blade	Jordan Equipment	HP Fairfield	Allied Equipment	Viking/Cives
3' Carbide edge	144.00	149.10		144.00	132.00
4' Carbide edge	192.00	198.80		192.00	176.00
10'steel plow edge	99.80	97.00		120.00	92.00
Wing Shoe	59.95	52.15		55.00	47.00
10x28 poly sweeper wafer ea	10.50	8.10		8.50	8.40
10x28 steel sweeper wafer	11.50	9.45		9.50	9.75
<b>Total</b>					

Price for anticipated purchase

Qty	Atlantic	Jordan	Allied	Viking
7	\$ 1,008.00	\$ 1,043.70	\$ 1,008.00	\$ 924.00
8	\$ 1,536.00	\$ 1,590.40	\$ 1,536.00	\$ 1,408.00
4	\$ 399.20	\$ 388.00	\$ 480.00	\$ 368.00
4	\$ 239.80	\$ 208.60	\$ 220.00	\$ 188.00
23	\$ 241.50	\$ 186.30	\$ 195.50	\$ 193.20
23	\$ 264.50	\$ 217.35	218.5	\$ 224.25
<b>Total</b>	<b>\$ 3,689.00</b>	<b>\$ 3,634.35</b>	<b>\$ 3,658.00</b>	<b>\$ 3,305.45</b>

Recommended vendor

Gravel/Stone Vendors

Picked up	no bid	3/4 gravel		1-1/2 gravel		1-1/2 stone		3/4/ stone		3-5 Rip Rap		3/8 stone	
		ton	yd	ton	yd	ton	yd	ton	yd	ton	yd	ton	yd
Newmarket S&G		9.60	14.40	9.60	14.40	13.60	17.68	13.60	17.68	13.40	17.42	13.60	17.68
Peters S&G	no bid	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0.00	0.00		
Peter Kuegel Trucking		9.33	14.00	9.33	14.00	12.31	16.00	12.31	16.00	12.31	16.00	15.38	20.00
Hartmann Enterprises		8.00	12.00	8.67	13.00	11.54	15.00	11.5384615	15.00	16.92	22.00		
Brox Industries		8.50	12.75	8.50	12.75	11.50	14.30	11.50	14.3	12.00	16.90	16.00	

Conversion factor

gravel 1.5 tons/yard  
stone 1.3 tons /yard

**Bold** = Quote as turned in -plain text is conversion to tons/yds

Example of Trucking Cost Using Town Trucks

Pit and location	trips /hr	hourly rate	cost/ld	Cu Yd/ld	cost/cy
Kuegel -Newmarket	2	50	25	7	\$ 3.57
Hartman's - Raymond	1	50	50	7	\$ 7.14
				difference	\$ 3.57



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

Office Use Only

Meeting Date: \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**3/12/2018**

**Agenda Item Title: Letter of Credit for Chinburg Subdivision**

**Requested By: Caren Rossi**

**Date: 3/8/2018**

**Contact Information: 659-6783**

**Presented By: Caren Rossi**

**Description: Request that the Board accept a Reclamation and Restoration Letter of Credit for the Chinburg Subdivision on Pinkham Road. This covers the Town should the developer not reclaim the former gravel pit or install the subdivision road as designed. Amount of \$84,600 has been approved by the Town Engineer.**

**Financial Details: \$84,600**

**Legal Authority NH RSA 674:36 III (b); 2017 Subdivision Regulations for the Town of Lee. Sec. 4:10 Performance Bond**

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

**REQUESTED ACTION OR RECOMMENDATIONS:**

**Motion: Move to accept a Letter of Credit for the Chinburg Subdivision on Pinkham Road.**





**CIVIL  
CONSULTANTS**

E-mailed to Town via [rossi@leenh.org](mailto:rossi@leenh.org)

*Engineers*

*Planners*

*Surveyors*

*P.O. Box 100*

*South Berwick*

*Maine*

*03908*

*207-384-2550*

30 May 2013

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

Re: **“Southeast Gravel Pit Reclamation”  
Route 125 & Pinkham Road, Lee, New Hampshire**

Dear Ms. Rossi:

Pursuant to your request, we have updated our opinion on the subject project with respect to a possible restoration bond amount.

Based on the plan that you provided to us (labeled Excavation Plan for Southeast Gravel Corporation and Cheney Lee Property, L.L.C. by Doucet Survey Inc, dated Feb. 22, 2008) and a site visit on 13 May 2013 (with Mr. Cheney and Ms. Rossi), our opinion of a bond amount (using the available topsoil currently stockpiled on site) is \$70,000. If all new topsoil needs to be hauled in, our opinion of the bond amount is \$340,000 (loam prices are up from 2005). Please be advised that both of the above figures include 10% for “contingencies.”

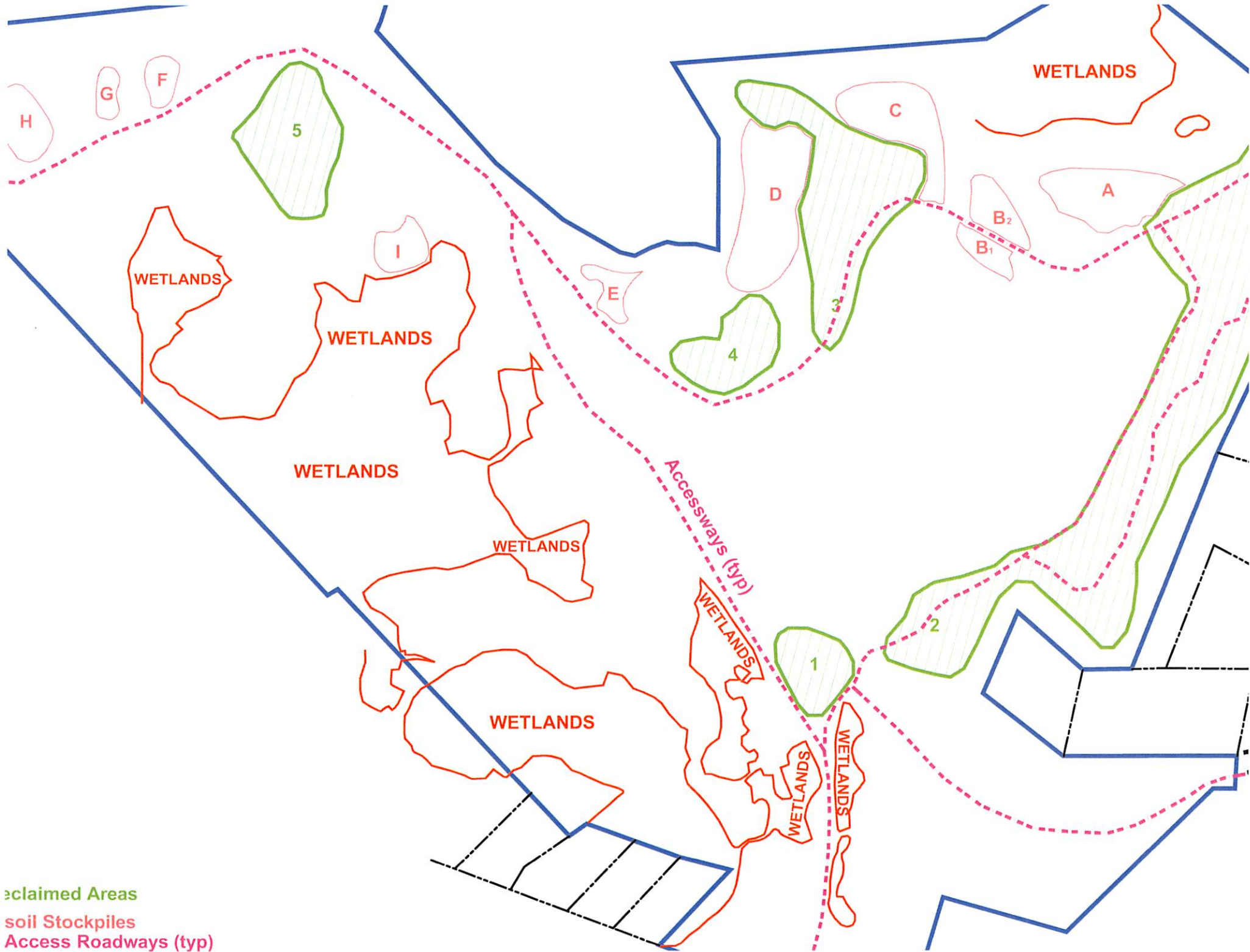
We noted during the site visit that while the “revegetated” areas have the requisite loam layer, there is little actual vegetation growing (lack of moisture contributing to the issue). The stockpiled loam is extremely sandy (which translates to poor support for vegetation), however, it is the same material that was originally on-site and the available volumes are far above what is needed to complete restoration efforts.

We have attached a quick sketch identifying the approximate areas used for our calculations.

If you have any questions, please call.

Sincerely yours,  
CIVIL CONSULTANTS

  
Jay E. Stephens, P.E.  
Vice President



Reclaimed Areas

soil Stockpiles

Access Roadways (typ)

# **TOWN OF LEE, NEW HAMPSHIRE**

## **POLICY ON BOARDS, COMMITTEES AND COMMISSIONS**

### **I. INTRODUCTION:**

This Policy serves to outline procedures regarding appointment to Town committees, commissions, and boards (hereinafter referred to collectively as “committee(s),” unless specific reference is being made to a particular body whose title is different) and the conduct and responsibilities of Committees and their members. This policy applies to all committees whose members are appointed and which are created by, or under the purview of, the Board of Selectmen. This Policy also applies to all committees created by the Legislative Body (“Town Meeting”) and all committees governed by State Statute to the extent allowed by law.

This Policy is in place to assist the Board of Selectmen in making informed choices for committees and their members and to provide consistency in the committee creation and member selection and appointment process. This policy also addresses the safety of our juvenile and elderly citizens when interacting with committee members.

This Policy does not abrogate the prerogative of the Board of Selectmen to choose the citizens it feels are most qualified for appointment or to waive any procedures herein when it is judged by the Board of Selectmen to be in the best interest of the Town.

All terms shall expire effective March 30<sup>th</sup> therefore applications for appointment should be made to the Board of Selectmen by the first Board meeting in March.

### **II. RECRUITMENT, SELECTION, AND APPOINTMENT PROCESS OF COMMITTEE MEMBERS:**

#### **A. RECRUITMENT:**

**PUBLIC NOTICE OF OPENINGS:** public notice of all committee seats which are available shall be posted in at least two (2) public places, including the Town website and ecrier. This notice will include both vacant and expiring positions.

#### **B. SELECTION:** (Criteria to consider when selecting members)

1. Service on other Committee(s).
2. Life experience which interests him/her in serving on the Committee.
3. Is the Candidate able and willing to fulfill the time requirements of the committee and to regularly attend meetings?
4. Potential Conflict of Interest: Are there any possible business or personal conflicts of interest that may affect the Candidate’s ability to make decisions that are in the best interest of the Town as a whole.

#### **C. APPOINTMENT PROCESS FOR FIRST-TIME CANDIDATES:**

The candidate for a committee must:

1. Attend at least one (1) meeting of the committee to which he/she is applying for appointment.

2. Complete and return a Volunteer/Appointment form, available from the Office of Selectmen-Town Administrator; or on the website at [www.leenh.org](http://www.leenh.org). Forms will be forwarded to the Board of Selectmen for consideration during the first meeting in March.

3. Volunteers who work with or around children or elderly persons, enter the homes of citizens, or collect or manage money will be subject to a criminal background check per RSA 41:9-b. All volunteers of the Recreation Commission will be subject to a criminal background check prior to being appointed as a volunteer.

4. Candidates will be interviewed by the Board of Selectmen the first time he/she applies for that Committee. These interviews may be conducted in a public meeting or non-public meeting session, as allowed by law. Current members seeking reappointment or Alternates seeking appointment as regular members may be asked to an interview.

5. Once appointed, all new committee members must be sworn in by the Town Clerk within five (5) business days.

#### **D. MEMBERS SEEKING REAPPOINTMENT AND MEMBERS SEEKING APPOINTMENT TO MULTIPLE COMMITTEES:**

1. Current members of committees whose terms are about to expire may seek reappointment to the same committee, unless specified otherwise by a committee's-bylaws or state or other law. Current members seeking reappointment should follow steps 2-5 above.

2. Members of one committee who want to join another committee must complete all steps for First Time Candidates, above. Committee members will not be allowed to serve on more than three (3) boards whose members are appointed by the Board of Selectmen. However, anyone serving on more than three committees upon the date of adoption of this policy shall be allowed to complete his/her terms on those committees.

#### **E. EMPTY OR VACANT POSITIONS WITHIN TERM:**

If a seat on a committee becomes vacant between term expirations, the Board of Selectmen may fill these positions at any time during the year, following the guidelines outlined in this Policy, unless state law dictates a different manner of filling the vacancy.

#### **F. ALTERNATES:**

Alternate members are appointed to Committees to serve if a regular member is unable to take his/her seat at any given meeting. Alternate positions are an excellent method of allowing a citizen to become familiar with the requirements of the Committee, and to gauge his/her ability to assume regular membership. It also gives the Board of Selectmen an opportunity to assess the citizen's qualifications to serve as a regular member. Whenever feasible, first consideration for regular membership should be given to alternate members in good standing.

#### **G. TERMS:**

All committee members will be appointed to three (3)-year terms, unless otherwise decided by the Board of Selectmen or as otherwise provided by state law. Committee membership as a whole shall be appointed for staggered three (3)-year terms. Terms will expire by April 1st, however a member can still serve after that date, until he/she is reappointed or someone else is appointed to that seat.



#### **H. DISBANDING AND REMOVAL:**

The Board of Selectmen may, by majority vote, remove any member of a committee whom it has appointed and/or disband any committee at its discretion, except where not permitted by law, if it is deemed to be in the best interest of the Town to do so.

#### **III. ADMINISTRATION OF COMMITTEE**

A. Once a committee is formed, it is the responsibility of the Members to assemble as soon as practicable to begin carrying out their mission, and to establish a regular schedule of meetings, or as prescribed by the Board of Selectmen or governing law.

B. At the first meeting of a newly-formed committee, or at the first meeting after the yearly appointment time, a chairperson, vice-chairperson, secretary, and minute taker must be chosen (the secretary and minute-taker can be one in the same).

C. Per NH RSA 91-A, meetings shall be open to the public and all committees shall post notice of every meeting in two appropriate places one of which may be the Town's website.

D. Per N.H. RSA 91-A:2 II, at each and every meeting of the committee, minutes must be taken, put in written form, and a copy submitted to the Office of the Selectmen by the deadlines required. A written draft is required to be made available to the public within five (5) business days after the meeting.

#### **IV. RESPONSIBILITIES OF COMMITTEE/MEMBERS**

A. Attend meetings: Any more than three unexcused absences within a period of six months, or six meetings, may be grounds for dismissal/removal as a committee member.

B. Attitude and conduct: While differences of opinion are anticipated and encouraged, and members must be allowed full voice, members are expected to be civil and observe recognized rules of order and procedures. Members who are quarrelsome, disruptive, use their authority inappropriately, either on the Committee, or with other Town officials should not be considered for reappointment and may be removed as a member before their term expires.

C. Effort: It is expected that members, particularly of the Town's land use boards, will become as familiar as possible in their committee's subject areas, are encouraged to participate in any training opportunities available to them (i.e., NHMA, Law Lecture series, OEP Conference, etc.).

D. All committee members will adhere to and be conscious of at all times while in service to standard ethical guidelines.

E. All Committee members are expected to educate themselves regarding relevant Town/State/Federal ordinances and laws, especially NH RSA 91-A aka The Right-to-Know Law.

#### **V. AMENDMENT PROCEDURE**

This Policy may, from time to time, be amended by a majority vote of the Board of Selectmen. In addition, the Board of Selectmen reserves the right to change or waive any of the provisions of this policy, except where contrary to State Statute provisions.

#### **VI. EFFECTIVE DATE**

This Policy shall take effect immediately following a majority vote of the Board of Selectmen at a regularly scheduled Selectmen's meeting.

## DISCRETIONARY PRESERVATION EASEMENT DEED (RSA 79-D)

We, Townley and Laura Chisholm (Grantor) of 41 Little Hook Road, County of Strafford and State of New Hampshire, for ourselves, successors, and assigns, for consideration paid, grant to:

The Town of Lee (Grantee), 7 Mast Road, Lee, NH 03861, County of Strafford, State of New Hampshire, a Discretionary Preservation Easement in accordance with the provisions of RSA 79-D for a term of 10 years, beginning in the Tax Year 2017, on the following historic agricultural structure, including the land necessary for the function of the building (the Property), described as follows.

The Property is described as a portion of Tax map 32 Lot 4 in the Town of Lee. Also reference Grantor's title by (Warranty) deed recorded at Book 4350 Page 262 on January 4, 2016. The agricultural structure is a mid-1800s barn framed in the old English style. The Grantee agrees that the Property provides a demonstrated public benefit in accordance with the provisions of RSA 79-D:II. The barn has both historic and agricultural significance, which contribute to its public benefit. The structure was part of working farm since the early 1800s, primarily marketing firewood, hay, and vegetables. The structure is typical of New England barns built in this period, and may be one of the oldest in Lee. It is framed in the old English style and started with its doors on the eve sides circa 1750. The roof is framed with heavy timber and perlons with vertical boarding. Some of the roofing may be original and have wooden shingles still in place, although they are covered with metal roofing now. It has an attached woodshed/garage/tool shed building that also includes an old ice-house. The ice house is stick built framing and probably dates to the early 1900s. There is a refrigeration door which indicates that it was used for cooling, and it may have been used to cool milk prior to refrigeration becoming common. The post-and-beam building referred to as the garage may have been a connector to the Cape that is part of the house. There are stanchions for cows, a milk room, and a grain bin. The farm is part of a cluster of Georgian and Federal style houses, located north of the Lee Hook/Little Hook Road intersection, which help define the historic character

of Lee.

**MAINTENANCE OF THE PROPERTY.** The Grantor agrees to maintain the PROPERTY in a use and weather-tight condition in keeping with its historic integrity and character during the term of the easement, consistent with the purposes of RSA 79-D. Overall, this barn is in very good shape. See file for specifics and annual evaluations.

**ASSESSMENT OF THE PROPERTY.** The Grantee agrees that the Property shall be assessed, during the term of the Discretionary Easement, based on 25% of full value assessment as provided by RSA 79-D:7.

The assessment shall be based on the Property's use as an historic agricultural structure, and shall not be increased because the owner undertakes maintenance and repairs designed to preserve the structure.

**RELEASE, EXPIRATION, RENEWAL, CONSIDERATION.**

**I. RELEASE.** The Grantor may apply to the local governing body of the Town of Lee for a release from the foregoing Discretionary Preservation Easement upon a demonstration of extreme personal hardship. Upon release from such easement, the Grantor shall pay the following consideration to the tax collector of the Town of Lee.

(a) For a release within the first half of the duration of the easement 20 percent of the RSA 75:1 full value assessment of such structure and land.

(b) For a release within the second half of the duration of the easement, 15 percent of the RSA 75:1 full value assessment of such structure and land.

**II. RENEWAL.** Upon the expiration of the term of the discretionary easement, the Grantor may apply for a renewal, and the Grantor/Grantee shall have the same rights and duties with respect to the renewal application as they did with respect to the original application.

**III.** The tax collector shall issue a receipt to the owner of such property and a copy to the governing body of the Town of Lee for the sums paid. The local governing body shall, upon receiving a copy of the above-mentioned consideration, execute a release or renewal of the easement to the Grantor who shall record such a release or renewal. A copy of such release or renewal shall also be sent to the local assessing officials if they are not the same parties executing the release or renewal.

**IV.** In the event that the structure is destroyed by fire, storm or other unforeseen

circumstance not within the control of the Grantor, the discretionary easement shall be released without penalty.

V. If, during the term of the discretionary easement, the GRANTOR shall fail to maintain the structure in conformity with the foregoing agreement, or shall cause the structure to significantly deteriorate or be demolished or removed, the discretionary easement shall be terminated and a penalty assessed in accordance with Paragraph I (a) and (b) above.

#### ENFORCEMENT

When a breach of the Easement comes to the attention of the Grantee, it shall notify the owner of the property subject to the easement, in writing, of such breach, delivered by hand or by certified mail, return receipt requested.

The Grantor shall have 30 days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to cure the conditions constituting said breach and to notify the Grantee thereof.

If the Grantor fails to take such curative action, the Grantee may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including Grantee's expenses, court costs and legal fees, shall be paid by the Grantor, provided the said Grantor is determined to be directly or indirectly responsible for the breach.

The Grantee, by accepting and recording the Discretionary Preservation Easement deed agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the Grantee, all in furtherance of the preservation purposes for which this Discretionary Preservation Easement Deed is delivered.

WITNESS MY HAND this 9 day of February, 2018

Allison Battles  
Witness Allison Battles

Cam Cior  
Grantor's Signature

LAURA CHISHOLM  
Print Name

Laura E. Buell 2/13/2018  
Witness State: New Hampshire

Townley Chisholm  
Grantor's Signature

Townley Chisholm  
Print Name

**LAURA E. BUELL, Notary Public**  
My Commission Expires **October 5, 2021**  
County: Rockingham

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD

Appeared before me this 9th day of February, 2018 the above signed

Laura Chisholm, known to me or satisfactorily proven to be the same,

and acknowledged that they execute the same for the purposes contained herein.

Lindsey Dupont  
Notary Public/Justice of the Peace

My Commission expires 5/15/2018

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Town of Lee  
By its Select Board

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## DISCRETIONARY PRESERVATION EASEMENT DEED (RSA 79-D)

We, Sheltering Rock, LLC (Grantor) of 11 Randall Road, County of Strafford and State of New Hampshire, for ourselves, our successors and assigns, for consideration paid, grant to:

The Town of Lee (Grantee), 7 Mast Road, Lee, NH 03861 County of Strafford, State of New Hampshire, a Discretionary Preservation Easement in accordance with the provisions of RSA 79-D for a term of 10 years, beginning in Tax Year 2017, on the following historic agricultural structure, including the land necessary for the function of the building (the Property), described as follows:

The Property is described as a portion of Tax Map 2 Lot 3 in the Town of Lee. Also reference Grantor's title by (Quitclaim) deed recorded at Book 2662 Page 0565 on August 5, 2003.

The Grantee agrees that the Property provides a demonstrated public benefit in accordance with the provisions of RSA 79-D:II. The barn has both historic and agricultural significance, which contribute to its public benefit. It is part of one of the oldest farms in Lee, built and held by the Randall family for over 300 years; nine generations of the Randall family are buried in a small cemetery on the property. The structure is the second barn in this location, the first having burned down before 1800. It is one of the best-preserved barn frames in the Town of Lee. Some of the unique features of the barn include vertical rafters hewn on one side and a peg ladder going up to the hayloft. The rafters, vertical saw milling, standardized mortise and tenons, and double wind bracing, most likely date the barn to the 1830s. Over the years, this barn housed dairy animals on its east side, having tie-ups of the pole and chain type. The two rear bays seem to be an addition, indicated by some unused mortise and a change in the rafters. The rafters in this section are full trees flattened on one side. As with many old New England barns, there is little foundation, but the structure has remained remarkably true.

**MAINTENANCE OF THE PROPERTY.** The Grantor agrees to maintain the PROPERTY in a use and weather-tight condition in keeping with its historic integrity and character during the term of the easement, consistent with the purposes of RSA 79-D. See file for specifics and annual evaluations.

**ASSESSMENT OF THE PROPERTY.** The Grantee agrees that the Property shall be assessed, during the term of the Discretionary Easement, based on 25% of full value assessment as provided by

RSA 79-D:7.

The assessment shall be based on the Property's use as an historic agricultural structure, and shall not be increased because the owner undertakes maintenance and repairs designed to preserve the structure.

RELEASE, EXPIRATION, RENEWAL, CONSIDERATION.

I. RELEASE. The Grantor may apply to the local governing body of the Town of Lee for a release from the foregoing Discretionary Preservation Easement upon a demonstration of extreme personal hardship. Upon release from such easement, the Grantor shall pay the following consideration to the tax collector of the Town of Lee.

(a) For a release within the first half of the duration of the easement 20 percent of the RSA 75:1 full value assessment of such structure and land.

(b) For a release within the second half of the duration of the easement, 15 percent of the RSA 75:1 full value assessment of such structure and land.

II. RENEWAL. Upon the expiration of the term of the discretionary easement, the Granter may apply for a renewal, and the Granter/Grantee shall have the same rights and duties with respect to the renewal application as they did with respect to the original application.

III. The tax collector shall issue a receipt to the owner of such property and a copy to the governing body of the Town of Lee for the sums paid. The local governing body shall, upon receiving a copy of the above-mentioned consideration, execute a release or renewal of the easement to the Granter who shall record such a release or renewal. A copy of such release or renewal shall also be sent to the local assessing officials if they are not the same parties executing the release or renewal.

IV. In the event that the structure is destroyed by fire, storm or other unforeseen circumstance not within the control of the Grantor, the discretionary easement shall be released without penalty.

V. If, during the term of the discretionary easement, the GRANTOR shall fail to maintain the structure in conformity with the foregoing agreement, or shall cause the structure to significantly deteriorate or be demolished or removed, the discretionary easement shall be terminated and a penalty assessed in accordance with Paragraph I (a) and (b) above.

ENFORCEMENT

When a breach of the Easement comes to the attention of the Grantee, it shall notify the owner of the property subject to the easement, in writing, of such breach, delivered by hand or by certified mail, return receipt requested.

The Grantor shall have 30 days after receipt of such notice to undertake those actions,

including restoration, which are reasonably calculated to cure the conditions constituting said breach and to notify the Grantee thereof.

If the Grantor fails to take such curative action, the Grantee may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including Grantee's expenses, court costs and legal fees, shall be paid by the Grantor, provided the said Grantor is determined to be directly or indirectly responsible for the breach.

The Grantee, by accepting and recording the Discretionary Preservation Easement deed agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the Grantee, all in furtherance of the preservation purposes for which this Discretionary Preservation Easement Deed is delivered.



WITNESS MY HAND this 2 day of March, 2018

[Signature]  
Witness

[Signature]  
Grantor's Signature

DORN COX  
Print Name

[Signature]  
Witness

\_\_\_\_\_  
Grantor's Signature

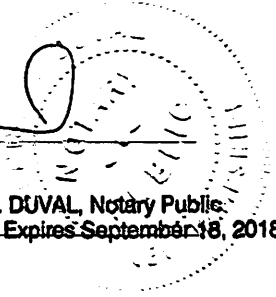
\_\_\_\_\_  
Print Name

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD

Appeared before me this 2 day of March, 2018, the above signed  
Dorn Cox, known to me or satisfactorily proven to  
be the same, and acknowledged that they execute the same for the purposes contained herein.

[Signature]  
Notary Public/Justice of the Peace

**DENISE A. DUVAL, Notary Public**  
My Commission expires September 18, 2018



ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Town of Lee  
By its Select Board

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

December 5, 2017

Office of the Town Clerk  
Town of Lee  
7 Mast Road  
Lee, NH 03861

RECEIVED  
DEC 10 2017  
TOWN OF LEE, NH

Dear Town Clerk,

Public Service Company of New Hampshire, dba Eversource Energy is hereby requesting permission to install/replace pole(s) located in Town of Lee, New Hampshire.

Enclosed for your review find updated copies of PSNH Petition and Pole License numbers 65-0597, 65-0618, 65-0625, and 65-0588 for Town of Lee review.

Upon approval, please have each copy of the Petition and Pole License signed by the proper authority.

Retain the Petition and Pole License copy labeled "Lee" and mail the remaining signed copies along with any invoice for payment to PSNH in the enclosed self-addressed envelope.

If the Petition and Pole License is not approved, please return all copies to PSNH with an explanation.

Please contact me by telephone or e-mail with any questions you may have.

Thank you.

*Alaina Bailey*

Alaina Bailey  
Customer Operations Support - Licensing  
Public Service Company of New Hampshire, dba Eversource Energy  
PO Box 330  
Manchester, NH 03105-9989  
Tel. 603-634-3710  
E-Mail: [alaina.bailey@eversource.com](mailto:alaina.bailey@eversource.com)

Enclosure(s)

**TOWN OF LEE, NEW HAMPSHIRE**

**POLE LICENSE**

Upon Petition of the **Public Service Company of NH dba Eversource Energy and Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE** Dated **12/5/2017**, it appearing that the public good so requires, it is hereby

**ORDERED**

1. That said Petitioners be and hereby are granted a License to erect and maintain poles, structures, conduits, cables, and/or wires, together with sustaining, strengthening and protecting fixtures, in highways covered by said Petition. The maximum and minimum length of poles shall be **20** feet and **50** feet respectively; the maximum and minimum height of structures shall be \_\_\_ feet and \_\_\_ feet respectively. Conduits shall be buried to a depth of at least \_\_\_ feet. The approximate location of the poles or conduits (P. **340/41** on **High Rd** in the Town of Lee) and structures is designated or defined as shown on plan marked "**Pole Location Plan**" No. **65-0618** Dated , attached to and made a part of this order. All wires and cables except those leading down the poles and structures and those leading to fixtures attached thereto shall be placed at a height of not less than 18 feet above the surface of the highway.

2. In accordance with the requirements of RSA 72:23, I (b), the licensed entities and any other entity now or hereafter using or occupying municipal property pursuant to this License, either as the joint or sole owner of a pole or as an attacher to such pole, shall be responsible for the payment of, and shall pay, all properly assessed personal and real property taxes, to the extent permitted by law, no later than the due date. Failure to pay duly assessed personal and real property taxes when due shall be cause to provide a written notice to the licensed entities to show cause by a date certain specified in the notice as to why this License should not be terminated for nonpayment of the sums due.

3. In accordance with the requirements of RSA 72:23, I (b), this License is granted to the licensee(s) subject to that condition that the licensee(s) and any other entity now or hereafter using or occupying municipal property pursuant to this License shall be responsible for notifying, within 90 days of the date of this order, each attacher to a licensee's pole(s) and/or licensee's conduits by serving a copy of the herewith License on each such attacher and submitting to the Clerk of the Town of Lee, a complete list of attachers to each pole or conduit in the Town, listing the pole or conduit locations of each attacher. Further, this License's granted subject to the condition that the Licensee(s) and any other person now or hereafter using or occupying municipal property pursuant to this License shall update annually the information provided to the Town with the Town Clerk on or before May 1<sup>st</sup> of that year, including the location of any additional attachers including the location of the pole(s) or conduit(s) to which the attacher's

facilities are attached, and any attachers that have removed their attachments and/or any attachers that have added new attachments.

Town of Lee, New Hampshire

By: \_\_\_\_\_

Received and entered in the records of the Town of \_\_\_\_\_, New Hampshire at Book

\_\_\_\_\_ Page: \_\_\_\_\_, or file location \_\_\_\_\_

Date: \_\_\_\_\_ ATTEST: \_\_\_\_\_

Town Clerk

# POLE LOCATION PLAN

**EVERSOURCE** and  
**Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE**

DATE _____	LICENSE NO. _____	65-0618, EON: 65-236-17
MUNICIPALITY: _____	STATE HWY. DIV. NO.	6
STREET / ROAD: _____	STATE LICENSE NO.	
PSNH OFFICE: _____	WORK REQUEST#	2938475
PSNH ENGINEER: _____	WORK FINANCIAL #	9E720582
TELCO ENGINEER: _____	TELCO PROJECT #	

INDICATE NORTH WITH AN ARROW

Pole Numbers		Pole Sz-CI	Eq BH	INSTALL			REMOVE			REF	100% LTS	JO	100% TEL	Span	DIST. FROM	Remarks	DOC REQ
LTS	TEL			POLE	PB	⊕	⊗	⊙	⊚								
<del>340</del>																	
41																	
<del>340</del>																	
40														215'		pole to be licensed	
<del>340</del>																	
42														280'		ref pole	



house #78



High Rd, Lee

215'  
280'

pole to be licensed  
ref pole

**TOWN OF LEE, NEW HAMPSHIRE**

**POLE LICENSE**

Upon Petition of the Public Service Company of NH dba Eversource Energy Dated 12/5/2017, it appearing that the public good so requires, it is hereby

**ORDERED**

1. That said Petitioners be and hereby are granted a License to erect and maintain poles, structures, conduits, cables, and/or wires, together with sustaining, strengthening and protecting fixtures, in highways covered by said Petition. The maximum and minimum length of poles shall be 20 feet and 50 feet respectively; the maximum and minimum height of structures shall be \_\_\_ feet and \_\_\_ feet respectively. Conduits shall be buried to a depth of at least \_\_\_ feet. The approximate location of the poles or conduits (P. 340/42Y on High Rd in the Town of Lee) and structures is designated or defined as shown on plan marked "Pole Location Plan" No. 65-0625 Dated 9/12/2017, attached to and made a part of this order. All wires and cables except those leading down the poles and structures and those leading to fixtures attached thereto shall be placed at a height of not less than 18 feet above the surface of the highway.

2. In accordance with the requirements of RSA 72:23, I (b), the licensed entities and any other entity now or hereafter using or occupying municipal property pursuant to this License, either as the joint or sole owner of a pole or as an attacher to such pole, shall be responsible for the payment of, and shall pay, all properly assessed personal and real property taxes, to the extent permitted by law, no later than the due date. Failure to pay duly assessed personal and real property taxes when due shall be cause to provide a written notice to the licensed entities to show cause by a date certain specified in the notice as to why this License should not be terminated for nonpayment of the sums due.

3. In accordance with the requirements of RSA 72:23, I (b), this License is granted to the licensee(s) subject to that condition that the licensee(s) and any other entity now or hereafter using or occupying municipal property pursuant to this License shall be responsible for notifying, within 90 days of the date of this order, each attacher to a licensee's pole(s) and/or licensee's conduits by serving a copy of the herewith License on each such attacher and submitting to the Clerk of the Town of Lee, a complete list of attachers to each pole or conduit in the Town, listing the pole or conduit locations of each attacher. Further, this License's granted subject to the condition that the Licensee(s) and any other person now or hereafter using or occupying municipal property pursuant to this License shall update annually the information provided to the Town with the Town Clerk on or before May 1<sup>st</sup> of that year, including the location of any additional attachers including the location of the pole(s) or conduit(s) to which the attacher's facilities are attached, and any attachers that have removed their attachments and/or any attachers that have added new attachments.

Town of Lee, New Hampshire

By: \_\_\_\_\_

Received and entered in the records of the Town of \_\_\_\_\_, New Hampshire at Book

\_\_\_\_\_ Page: \_\_\_\_\_, or file location \_\_\_\_\_

Date: \_\_\_\_\_ ATTEST: \_\_\_\_\_

Town

Clerk





TOWN OF LEE, NEW HAMPSHIRE  
POLE LICENSE

Upon Petition of the Public Service Company of NH dba Eversource Energy and Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE Dated 12/5/2017, it appearing that the public good so requires, it is hereby

ORDERED

1. That said Petitioners be and hereby are granted a License to erect and maintain poles, structures, conduits, cables, and/or wires, together with sustaining, strengthening and protecting fixtures, in highways covered by said Petition. The maximum and minimum length of poles shall be 20 feet and 50 feet respectively; the maximum and minimum height of structures shall be \_\_\_ feet and \_\_\_ feet respectively. Conduits shall be buried to a depth of at least \_\_\_ feet. The approximate location of the poles or conduits (P. 4/29A on Hills Acreas in the Town of Lee) and structures is designated or defined as shown on plan marked "Pole Location Plan" No. 65-0588 Dated 3/13/2017, attached to and made a part of this order. All wires and cables except those leading down the poles and structures and those leading to fixtures attached thereto shall be placed at a height of not less than 18 feet above the surface of the highway.
2. In accordance with the requirements of RSA 72:23, I (b), the licensed entities and any other entity now or hereafter using or occupying municipal property pursuant to this License, either as the joint or sole owner of a pole or as an attacher to such pole, shall be responsible for the payment of, and shall pay, all properly assessed personal and real property taxes, to the extent permitted by law, no later than the due date. Failure to pay duly assessed personal and real property taxes when due shall be cause to provide a written notice to the licensed entities to show cause by a date certain specified in the notice as to why this License should not be terminated for nonpayment of the sums due.
3. In accordance with the requirements of RSA 72:23, I (b), this License is granted to the licensee(s) subject to that condition that the licensee(s) and any other entity now or hereafter using or occupying municipal property pursuant to this License shall be responsible for notifying, within 90 days of the date of this order, each attacher to a licensee's pole(s) and/or licensee's conduits by serving a copy of the herewith License on each such attacher and submitting to the Clerk of the Town of Lee, a complete list of attachers to each pole or conduit in the Town, listing the pole or conduit locations of each attacher. Further, this License's granted subject to the condition that the Licensee(s) and any other person now or hereafter using or occupying municipal property pursuant to this License shall update annually the information provided to the Town with the Town Clerk on or before May 1<sup>st</sup> of that year, including the location of any additional attachers including the location of the pole(s) or conduit(s) to which the attacher's

facilities are attached, and any attachers that have removed their attachments and/or any attachers that have added new attachments.

Town of Lee, New Hampshire

By: \_\_\_\_\_

Received and entered in the records of the Town of \_\_\_\_\_, New Hampshire at Book

\_\_\_\_\_ Page: \_\_\_\_\_, or file location \_\_\_\_\_

Date: \_\_\_\_\_ ATTEST: \_\_\_\_\_

Town Clerk

# POLE LOCATION PLAN

**EVERSOURCE and Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE**

DATE 03/13/2017 LICENSE NO. 65-0588, EON: 65-175-17

MUNICIPALITY: Lee STATE HWY. DIV. NO. 6

STREET / ROAD: Hills Acreas STATE LICENSE NO. \_\_\_\_\_

PSNH OFFICE: Epping WORK REQUEST# 2846251

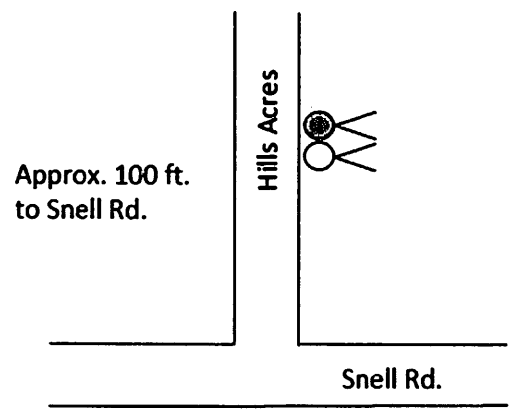
PSNH ENGINEER: Mary Jo Hanson WORK FINANCIAL # 9E720251

TELCO ENGINEER: \_\_\_\_\_ TELCO PROJECT # \_\_\_\_\_

Pole Numbers		Pole Sz-CI	Eq BH	INDICATE NORTH WITH AN ARROW							Span	DIST. FROM	Remarks	DOC REQ
LTS	TEL			INSTALL POLE	REMOVE PB	REF	100% LTS	J/O	100% TEL					
												Hills Acreas 115 Snell Rd.		
4/29A		40/2										Inst/Rmv JO Pole Inst/Rmv 100%LTS Anc		



43.16072  
-70.99006



**TOWN OF LEE, NEW HAMPSHIRE**

**POLE LICENSE**

Upon Petition of the **Public Service Company of NH dba Eversource Energy and Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE** Dated **12/5/2017**, it appearing that the public good so requires, it is hereby

**ORDERED**

1. That said Petitioners be and hereby are granted a License to erect and maintain poles, structures, conduits, cables, and/or wires, together with sustaining, strengthening and protecting fixtures, in highways covered by said Petition. The maximum and minimum length of poles shall be **20** feet and **50** feet respectively; the maximum and minimum height of structures shall be \_\_\_ feet and \_\_\_ feet respectively. Conduits shall be buried to a depth of at least \_\_\_ feet. The approximate location of the poles or conduits (P. **850/307** on **Harvey Mill Road** in the Town of Lee) and structures is designated or defined as shown on plan marked "**Pole Location Plan**" No. **65-0597** Dated **5/3/2017**, attached to and made a part of this order. All wires and cables except those leading down the poles and structures and those leading to fixtures attached thereto shall be placed at a height of not less than 18 feet above the surface of the highway.

2. In accordance with the requirements of RSA 72:23, I (b), the licensed entities and any other entity now or hereafter using or occupying municipal property pursuant to this License, either as the joint or sole owner of a pole or as an attacher to such pole, shall be responsible for the payment of, and shall pay, all properly assessed personal and real property taxes, to the extent permitted by law, no later than the due date. Failure to pay duly assessed personal and real property taxes when due shall be cause to provide a written notice to the licensed entities to show cause by a date certain specified in the notice as to why this License should not be terminated for nonpayment of the sums due.

3. In accordance with the requirements of RSA 72:23, I (b), this License is granted to the licensee(s) subject to that condition that the licensee(s) and any other entity now or hereafter using or occupying municipal property pursuant to this License shall be responsible for notifying, within 90 days of the date of this order, each attacher to a licensee's pole(s) and/or licensee's conduits by serving a copy of the herewith License on each such attacher and submitting to the Clerk of the Town of Lee, a complete list of attachers to each pole or conduit in the Town, listing the pole or conduit locations of each attacher. Further, this License's granted subject to the condition that the Licensee(s) and any other person now or hereafter using or occupying municipal property pursuant to this License shall update annually the information provided to the Town with the Town Clerk on or before May 1<sup>st</sup> of that year, including the location of any additional attachers including the location of the pole(s) or conduit(s) to which the attacher's

facilities are attached, and any attachers that have removed their attachments and/or any attachers that have added new attachments.

Town of Lee, New Hampshire

By: \_\_\_\_\_

Received and entered in the records of the Town of \_\_\_\_\_, New Hampshire at Book



\_\_\_\_\_ Page: \_\_\_\_\_, or file location \_\_\_\_\_

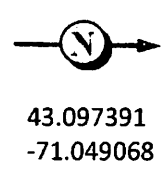
Date: \_\_\_\_\_ ATTEST: \_\_\_\_\_

Town Clerk

# POLE LOCATION PLAN

EVERSOURCE and Northern New England Telephone Operations LLC, dba FairPoint Communications-NNE  
 DATE 05/03/2017 LICENSE NO. 65-0597, EON: 65-137-17  
 MUNICIPALITY: Lee STATE HWY. DIV. NO. 6  
 STREET / ROAD: Harvey Mill Road STATE LICENSE NO.                       
 PSNH OFFICE: Epping WORK REQUEST# 2883420  
 PSNH ENGINEER: C. Canzoneri WORK FINANCIAL # 9E720153  
 TELCO ENGINEER:                      TELCO PROJECT #                     

Pole Numbers		Pole Sz-CI	Eq BH	INSTALL		REMOVE		REF	100% LTS	J/O	100% TEL	DIST. FROM	Span	Remarks	DOC REQ
LTS	TEL			POLE	PB										
														64 Harvey Mill Rd.	
850															
307		40/2												Inst/Rmv JO Pole	



Gile Rd.

Approx. 550ft.  
to Gile Rd.

Harvey Mill Rd.





579 Tenney Mountain Highway  
Plymouth, NH 03264-3154  
www.nhec.coop  
603-536-1800 / 800-698-2007

December 5, 2017

Town of Lee  
Board of Selectmen  
7 Mast Road  
Lee, NH 03861

To Whom It May Concern:

Please find enclosed a Petition and Pole License for your approval and signature.

Number	Street
3448	West Mill Pond Road

Please sign and keep the Town copy for your records and return the Lt and Telephone company copies to my attention.

Regards,  
New Hampshire Electric Cooperative, Inc.,

Kathryn M Smith  
603-536-8777  
Plant Services Coordinator

Town Copy

**PETITION AND POLE LICENSE**

No. 3448

**PETITION**

Plymouth, New Hampshire

November 9, 2017

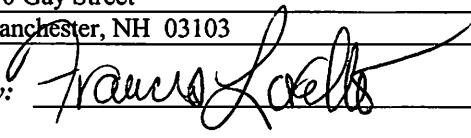
To the Board of Selectmen for the Town of LEE New Hampshire, New Hampshire Electric Cooperative, Inc. and Northern New England Telephone Operations LLC Request(s) a license to install and d/b/a FairPoint Communications-NNE


maintain poles and structures with wires, cables conduits and devices thereon, together with sustaining, strengthening and protecting fixtures along, across and under the following public ways:

3 Poles along West Mill Pond Road

FairPoint Communications - NNE  
100 Gay Street  
Manchester, NH 03103

New Hampshire Electric Cooperative, Inc.  
579 Tenney Mountain Highway  
Plymouth, NH 03264

By: 

By: 

**TELEPHONE COMPANY**

**POLE LICENSE**

Upon the foregoing petition and it appearing that the public good so requires, it is hereby

**ORDERED**

\_\_\_\_\_ 20 \_\_\_\_\_

That the N.H. ELECTRIC COOPERATIVE, INC. and FairPoint Communications-NNE

be and hereby are/is granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, strengthening and protecting fixtures in the public ways or ways covered by said petition. All of said wires except such as are vertically attached to poles and structures shall be placed in accordance with the National Safety Code in effect at the time of petition and/or license is granted.

In accordance with the requirement of RSA 72:23, I(b), this license is granted to the licensee(s) subject to the conditions that the licensee(s) and any other entity using or occupying property of the municipality pursuant to this license shall be responsible for the payment of, and shall pay all properly assessed real and personal property taxes no later than the due date. Failure of the owner/operator to pay its duly assessed personal and real taxes when due shall be cause to terminate this license.

In accordance with the requirements of RSA 72:23, I(b), the licensee (s) hereunder and any other entity using or occupying the property of the municipality pursuant to this license shall be responsible for the payment of, and shall pay, both current and potential real and personal property taxes when due. Furthermore, in accordance with the requirements of RSA 72:23, I(b), the licensee(s) and any other entity using and/or occupying property of the municipality pursuant to this license shall be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying the property of the licensor pursuant to this license.





# POLE LOCATION PLAN

Coop No. 3448

N.H. ELECTRIC CO-OPERATIVE, INC. and

-12-2012

Highway Division No \_\_\_\_\_

EE

License No \_\_\_\_\_

W. Mill Pond Rd.

Page \_\_\_\_\_

RAYMOND

WO# 22573380

1-30-2013

Engineers Remarks \_\_\_\_\_

Town/State Approved By \_\_\_\_\_  
 Signature: [Signature]  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Coop Pole No	Location Plan	Dist From Tr. Way	Span	Owner Ship	Remarks
<u>R3 17 1/2</u>	○				<u>155 NHEC.</u>
<u>R3 19 1/2</u>	○				<u>175 NHEC</u>
<u>R3 20 1/2</u>	○				<u>185 NHEC</u>

BY B. GAVARUN 279-7575 X1205

Pole Location  
Tel Pole Loc

KNOW ALL MEN BY THESE PRESENTS

That the Town of Lee in consideration of Three Hundred and Fifty Dollars paid by George and Constance Nardi the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to the said parties, their heirs and assigns One Grave in the Public Burial Ground, known as the **LEE HILL CEMETERY** situated on Lot F-3 and numbered Grave 1 on the plan, and bounded as follows, to wit:

- On the North by Grave 6 of Lot F-2;
- On the South by Grave 2 of Lot F-3;
- On the East by the cemetery access road;
- And on the West by Grave 7 of Lot F-3.

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

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

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

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

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

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

In Witness Whereof the said Town, by its Selectmen duly authorized, has affixed its seal, and the said Selectmen have subscribed their names this \_\_\_\_\_ of \_\_\_\_\_ in the year 2018.

TOWN OF LEE

Mail deed to:  
George and Constance Nardi  
12 Birch Road  
Lee, New Hampshire 03861

By \_\_\_\_\_

\_\_\_\_\_

Selectmen

Signed and Sealed in the presence of:

\_\_\_\_\_

Witness

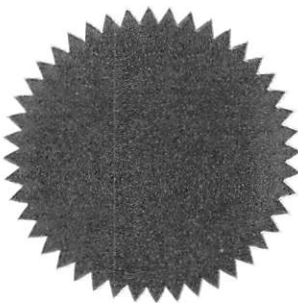
\_\_\_\_\_

Witness

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

Before me, this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by \_\_\_\_\_.

Notary Public



TOWN: Lee, NH  
 COUNTY: Strafford  
 OWNER: Dean Rubine  
 OWNER: Ruth Sample  
 ADDRESS: 116 High Road  
 ADDRESS: Lee, NH 03861

INTENT FILED DURING TAX YEAR: April 1, 2017 to March 31, 2018

ACCOUNT & SERIAL #: 1  
 MAP & LOT #: 23-03  
 OPERATION #: 17-255-02  
 DATE OF BILLING: February 27, 2018

SPECIES	LOW MBF	HIGH MBF			RANGE DIFFERENCE	RATING %	STUMPAGE VALUE *	# BOARD FEET IN THOUSANDS			
WHITE PINE	\$75.00	\$190.00			\$115.00	0.50	\$ 132.50	33.115			
HEMLOCK	\$35.00	\$50.00			\$15.00	0.50	\$ 42.50	8.375			
RED PINE	\$25.00	\$80.00			\$55.00	0.50	\$ 52.50	0.000			
SPRUCE & FIR	\$60.00	\$125.00			\$65.00	0.50	\$ 92.50	0.000			
HARD MAPLE	\$125.00	\$350.00			\$225.00	0.50	\$ 237.50	0.000			
WHITE BIRCH	\$45.00	\$90.00			\$45.00	0.50	\$ 67.50	0.000			
YELLOW BIRCH	\$75.00	\$200.00			\$125.00	0.50	\$ 137.50	0.125			
OAK	\$225.00	\$450.00			\$225.00	0.50	\$ 337.50	0.595			
ASH	\$80.00	\$200.00			\$120.00	0.50	\$ 140.00	0.570			
BEECH/SOFT MAPLE	\$55.00	\$150.00			\$95.00	0.50	\$ 102.50	0.275			
PALLET/TIE LOGS	\$25.00	\$80.00			\$55.00	0.50	\$ 52.50	1.220			
Hickory	\$0.00				\$0.00	0.00	\$ -	0.000			
OTHERS:	\$0.00	\$0.00			\$0.00	0.00	\$ -	0.000			
TONS & CORDS	TONS LOW	TONS HIGH	CORDS LOW	CORDS HIGH	TONS	CORDS	RATING %	STUMPAGE VALUE TONS *	STUMPAGE VALUE CORDS *	#TONS	#CORDS
SPRUCE & FIR	\$1.00	\$1.00	\$3.50	\$7.50	\$0.00	\$4.00	0.50	\$ 1.00	\$ 5.50	0.000	0.000
HARDWOOD & ASPEN	\$2.00	\$50.00	\$6.00	\$14.00	\$48.00	\$8.00	0.50	\$ 26.00	\$ 10.00	0.000	0.000
PINE	\$0.50	\$1.00	\$2.00	\$4.00	\$0.50	\$2.00	0.50	\$ 0.75	\$ 3.00	0.000	0.000
HEMLOCK	\$1.00	\$4.00	\$4.00	\$10.00	\$3.00	\$6.00	0.50	\$ 2.50	\$ 7.00	0.000	0.000
WHOLE TREE CHIPS	\$0.50	\$2.00	\$0.00	\$0.00	\$1.50	\$0.00	0.50	\$ 1.25	\$ -	534.850	0.000
HIGH GRADE SPRUCE	\$20.00	\$30.00	\$0.00	\$0.00	\$10.00	\$0.00	0.50	\$ 25.00	\$ -	0.000	0.000
CORD WOOD/FUELWOOD	\$0.00	\$0.00	\$5.00	\$15.00	\$0.00	\$10.00	0.50	\$ -	\$ 10.00	0.000	24.000

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

**ORIGINAL WARRANT  
YIELD TAX LEVY  
February 27, 2018  
THE STATE OF NEW HAMPSHIRE**

**Strafford**

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

In the name of said State you are hereby directed to collect on or before thirty (30) days from date of bill from the person(s) named herewith committed to you, the Yield Tax set against their name(s), amounting in all to the sum of :                      **\$604.23**                      , with interest at eighteen (18%) percent per annum from the due date and on all sums not paid on or before that day. We further order you to pay all monies collected to the treasurer of said town, or treasurer's designee as provided in RSA 41:29, VI, at least on a weekly basis, or daily when receipts exceed \$1,500.00 or more often when directed by the Commissioner of Revenue Administration.

Given under our hands and seal at Lee, NH

\_\_\_\_\_  
(Selectmen/assessor)

\_\_\_\_\_  
(Selectmen/assessor)

\_\_\_\_\_  
(Selectmen/assessor)

\_\_\_\_\_  
(Selectmen/assessor)

\_\_\_\_\_  
(Selectmen/assessor)

**DATE SIGNED: February 27, 2018**

NAME & ADDRESS	MAP & LOT	OPERATION #	YIELD TAX DUE
Dean Rubine Ruth Sample 116 High Road Lee, NH 03861	23-03	17-255-02	\$604.23

**TAX DUE DATE: March 29, 2018                      TOTAL YIELDTAX: \$604.23**

TIMBER CUT FOR INTENTS FILED DURING: April 1, 2017 to March 31, 2018

**CERTIFICATION OF YIELD TAXES ASSESSED  
INTENT FILED DURING TAX YEAR: April 1, 2017 to March 31, 2018**

**TOWN / CITY OF:** Lee, NH  
**COUNTY OF:** Strafford  
**CERTIFICATION DATE:** February 27, 2018

\_\_\_\_\_  
 (Selectmen/assessor)

\_\_\_\_\_  
 (Selectmen/assessor)

\_\_\_\_\_  
 (Selectmen/assessor)

\_\_\_\_\_  
 (Selectmen/assessor)

\_\_\_\_\_  
 (Selectmen/assessor)

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

# 1	# 4	# 5	# 6	#6	#7	# 8	# 9	# 10
<u>NAME OF OWNER</u>	<u>SPECIES</u>	<u>NUMBER OF BOARD FEET IN THOUSANDS</u>	<u>NUMBER OF TONS</u>	<u>NUMBER OF CORDS</u>	<u>STUMPAGE VALUE</u>	<u>TOTAL ASSESSED VAL.</u>	<u>TAX AT 10 %</u>	
Dean Rubine Ruth Sample 116 High Road Lee, NH 03861	WHITE PINE	33.115			\$132.50	\$4,387.74	\$438.77	
	HEMLOCK	8.375			\$42.50	\$355.94	\$35.59	
	RED PINE	0.000			\$52.50	\$0.00	\$0.00	<b>TOTAL TAX</b>
<u>ACCOUNT OR SERIAL #:</u> 1	SPRUCE & FIR	0.000			\$92.50	\$0.00	\$0.00	<b>DUE ON THIS</b>
	HARD MAPLE	0.000			\$237.50	\$0.00	\$0.00	<b>OPERATION</b>
# 2 BY WHICH LOT WAS DESIGNATED IN NOTICE OF INTENT  <u>MAP &amp; LOT NUMBER</u> 23-03	WHITE BIRCH	0.000			\$67.50	\$0.00	\$0.00	<b>(TOTAL OF COL. # 9)</b>
	YELLOW BIRCH	0.125			\$137.50	\$17.19	\$1.72	
	OAK	0.595			\$337.50	\$200.81	\$20.08	
	ASH	0.570			\$140.00	\$79.80	\$7.98	
	BEECH & S. MAPLE	0.275			\$102.50	\$28.19	\$2.82	
	PALLET / TIE LOGS	1.220			\$52.50	\$64.05	\$6.41	
	OTHERS :	0.000			\$0.00	\$0.00	\$0.00	
	OTHERS :	0.000			\$0.00	\$0.00	\$0.00	
					<b>TONS</b>	<b>CORDS</b>		
# 3  <u>OPERATION NUMBER</u>  17-255-02	SPRUCE & FIR		0.00	0.00	\$ 1.00	\$ 5.50	\$0.00	\$0.00
	HARDWOOD & ASPEN		0.00	0.00	\$ 26.00	\$ 10.00	\$0.00	\$0.00
	PINE		0.00	0.00	\$ 0.75	\$ 3.00	\$0.00	\$0.00
	HEMLOCK		0.00	0.00	\$ 2.50	\$ 7.00	\$0.00	\$0.00
	WHOLE TREE CHIPS		534.85	0.00	\$ 1.25	\$ -	\$668.56	\$66.86
	HIGH GRADE SPRUCE		0.00	0.00	\$ 25.00	\$ -	\$0.00	\$0.00
	CORDWOOD		0.00	24.00	\$ -	\$ 10.00	\$240.00	\$24.00
						\$6,042.28	\$604.23	

Average Stumpage Value List  
Suggested for the SOUTHERN region of N.H.  
October 1, 2017 - March 31, 2018  
Available at [www.nh.gov/revenue](http://www.nh.gov/revenue)

LOW VALUE: LARGE LOGGING COSTS, POOR ACCESSIBILITY OR LOW GRADE TIMBER  
HIGH VALUE: SMALL LOGGING COST, GOOD ACCESSIBILITY, OR HIGH GRADE TIMBER

SAW LOGS	MBF LOW	MBF HIGH
White Pine	\$75.00	\$190.00
Hemlock	\$35.00	\$50.00
Red Pine	\$25.00	\$80.00
Spruce/Fir	\$60.00	\$125.00
Hard Maple	\$125.00	\$350.00
White Birch	\$45.00	\$90.00
Yellow Birch	\$75.00	\$200.00
Oak	\$225.00	\$450.00
Ash	\$80.00	\$200.00
Soft Maple	\$55.00	\$150.00
Beech/Pallet/Tie Logs	\$25.00	\$80.00

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

PULPWOOD	TONS LOW	TONS HIGH
Spruce/Fir	\$1.00	\$1.00
Hardwood/Aspen	\$2.00	\$5.00
Pine	\$0.50	\$1.00
Hemlock	\$1.00	\$4.00
Biomass Chips	\$0.50	\$2.00
MISCELLANEOUS	TONS & CORDS LOW	TONS & CORDS HIGH
High Grade Spruce - TONS	\$20.00	\$30.00
Cordwood - CORDS	\$5.00	\$15.00

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

The assessing officials may consider the stumpage price paid or may conduct an inspection of the property, use the above stumpage value list, or other stumpage value information that they deem appropriate.

This is only an AVERAGE stumpage value range list. The assessing officials may go above or below the ranges.

Prepared by: ***Rick Evans***

Rick Evans, NH LF #34

Department of Revenue Administration

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

Values may change during this period.

October 1, 2017

REPORT OF WOOD OR TIMBER CUT

RSA 79:11

See instructions on back of form

OPERATION # 17-255-02 - T

For Tax Year April 1, 2017 to March 31, 2018

Mailing Address:

CHARLES MORENO
PO BOX 60
CENTER STRAFFORD NH 03815-

1. City/Town of: LEE

2. Tax Map/Lot # or USFS sale name/unit #:
MAP 23 LOT 3

3. Exact Acreage of Cut: 40±

4. Is the cutting complete? Yes [X] No [ ]

5. If yes, date cutting was completed? DEC 2017

6. Name of sawmill or pulpmill logs or pulpwood was sold to:

MIDDLETON LUMBER

NAME
COVSEAN/BWE CURT TRUCKING

NAME
OSSNEE CUPPING

NAME
KENNEDY LUMBER

NAME

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

Signature: Dean Rubine 2/22/18

SIGNATURE (IN INK) OF OWNER(S) OR CORPORATE OFFICER DATE

CORPORATE OFFICER NAME AND TITLE DATE

DEAN RUBINE

PRINT OWNER(S) NAME

116 HIGH RD

MAILING ADDRESS

LEE NH 03861

CITY/TOWN STATE ZIP CODE

TELE NO.: 603 659 9808

8. Description of Wood or Timber Cut

Table with columns: SPECIES, EXACT SCALE CUT, USE INTERNATIONAL 1/4 RULE LOG SCALE, TONS OR CORDS. Rows include White Pine, Hemlock, Red Pine, Spruce & Fir, Hard Maple, White Birch, Yellow Birch, Oak, Ash, Beech & Soft Maple, Pallet or Tie Logs, Others (Specify), PULPWOOD, Spruce & Fir, Hardwood & Aspen, Pine, Hemlock, Whole Tree Chips, MISCELLANEOUS: High Grade Spruce/Fir, Cordwood & Fuelwood.

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

Table with columns: Species, Amount. Handwritten entries for Species and Amount.

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

Signature: [Handwritten Signature]

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

DATE: 2/12/18

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

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



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

(Assigned by Municipality)

YR TOWN OP#  
17-255-02-T

For Tax Year April 1, 17 to March 31, 18

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

1. Town/City of: LEE

2. Tax Map/Block/Lot or USFS Sale Name & Unit No.

MAP 23, LOT 3

3. Intent Type: Original  Supplemental   
(Original Intent Number)

4. Name of Access Road: HIGH ROAD

5a. Acreage of Lot: 81.98 Acreage of Cut: 50

5b. Anticipated Start Date: 9/22/2017

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 / CERTIFICATE TO BE SENT TO:

OWNER  OR logger/FORESTER   
BY MAIL  OR 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.)

Attach a signature page for additional owners.

*Dean Rubine* 9/17/17  
SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

DEAN H. RUBINE  
PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

*Ruth J. Sample* 9/17/17  
SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

RUTH J. SAMPLE  
PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

116 HIGH ROAD  
MAILING ADDRESS

LEE NH 03861  
CITY OR TOWN STATE ZIP CODE

ruth.sample@unh.edu  
E-MAIL ADDRESS

(603) 659-3808  
HOME PHONE (Enter number without dashes) CELL PHONE (Enter number without dashes)

FOR MUNICIPAL ASSESSING OFFICIALS ONLY

- The Selectmen/Municipal Assessing Officials hereby certify that:
- All owners of record have signed the Intent;
  - The land is not under the Current Use Unproductive category;
  - The form is complete and accurate; and

- Any timber tax bond required has been received.  
\$ \_\_\_\_\_ Date: \_\_\_\_\_
- The tax collector will be notified within 30 days of receipt pursuant to RSA 79:10.
- This form to be forwarded to DRA within 30 days.

*John P. [Signature]* 9/25/17  
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

*Carrie [Signature]* 9/25/17  
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

*[Signature]* 9/25/17  
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

8. Description of Wood or Timber To Be Cut

Species	Estimated Amount To Be Cut	
White Pine	50	MBF
Hemlock	15	MBF
Red Pine	2	MBF
Spruce & Fir		MBF
Hard Maple		MBF
White Birch	1	MBF
Yellow Birch	2	MBF
Oak	10	MBF
Ash	1	MBF
Soft Maple	5	MBF
Beech/Pallet/Tie Logs	15	MBF
Other (Specify)		MBF
Pulpwood	Tons	
Spruce & Fir		
Hardwood & Aspen		
Pine		
Hemlock		
Biomass Chips	1,500	
Miscellaneous		
High Grade Spruce/Fir		Tons
Cordwood & Fuelwood	75	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 ~~owner~~ responsible for cutting hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner, and certifies that they are familiar with RSA 227-J, the timber harvest laws.

*[Signature]* 9/13/17  
SIGNATURE (in ink) OF PERSON RESPONSIBLE FOR CUT DATE

CHARLES A. MORENO  
PRINT CLEARLY OR TYPE NAME OF PERSON RESPONSIBLE FOR CUT

P.O. BOX 60  
MAILING ADDRESS

CENTER STRAFFORD NH 03815  
CITY OR TOWN STATE ZIP CODE

(603) 234-0444 cmforestry@metrocast.net  
PHONE NUMBER E-MAIL ADDRESS

**TAX CREDIT/EXEMPTION  
APPLICATION RECOMMENDATION**

**To:** Select Board  
Town of Lee

**Date:** March 5, 2018

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

**RE:** Veteran Tax Credit  
Tax Map 012 Lot 001-400

---

The above referenced application and supporting documentation was received and reviewed. It appears that Garrett Borrosh 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.

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
PERMANENT APPLICATION FOR PROPERTY TAX CREDITS/EXEMPTIONS

DUE DATE APRIL 15 PRECEDING THE SETTING OF THE TAX RATE

RECEIVED  
NOV 13 2017

OWNER AND APPLICANT INFORMATION

TOWN OF LEE, NH

STEP 1  
OWNER  
AND  
APPLICANT  
NAME  
AND  
ADDRESS

OWNER  
 APPLICANT'S LAST NAME: GARRETT BORROSH  
 APPLICANT'S FIRST NAME: GARRETT  
 MI: M  
 PHONE NUMBER: (401) 835-4487

APPLICANT'S LAST NAME: BORROSH  
 APPLICANT'S FIRST NAME: JESSICA  
 MI: C  
 PHONE NUMBER: [ ]

MAILING ADDRESS  
 77 MAST ROAD  
 CITY/TOWN: LEE  
 STATE: NH  
 ZIP CODE: 03861

PROPERTY ADDRESS: [ ] TAX MAP: [ ] BLOCK: [ ] LOT: [ ]

IS THIS YOUR PRIMARY RESIDENCE?  YES  NO

PROPERTY OWNER NAME

PROPERTY OWNER NAME

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: GARRETT MICHAEL BORROSH  
 Dates of Military Service Enter (MMDDYYYY): [ ]  
 4. Date of Entry: 03 JUL 2006  
 5. Date of Discharge/Release: 30 JAN 2009

IF A VETERAN OF ALLIED COUNTRY: (RSA 72:32)  
 6. Name of Allied Country Served in: [ ]  
 7. Branch of Service: USCGI

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

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: Garrett Borrosh  
 Signature (in ink) of Property Owner: Jessica C. Borrosh

DATE: 9/1/17  
 DATE: 9/1/17

TAX MAP | BLOCK | LOT  
12-1-400

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
[ ] Veterans' Tax Credit RSA 72:28 (Standard \$50; Optional \$51 up to \$500)
[ ] All Veterans' Tax Credit RSA 72:28-b (Standard \$50; Optional \$51 up to \$500)
[ ] Tax Credit for Service-Connected Total Disability (Standard \$700; Optional \$701 up to \$2,000)
[ ] Surviving Spouse Tax Credit (Standard \$700; Optional \$701 up to \$2,000)
[ ] Review Applicable Discharge Papers Form(s) [ ]
[ ] 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 Single [ ] [ ] [ ] 80+ years of age [ ]
Married [ ] [ ] [ ] [ ]

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

AMOUNT GRANTED DENIED DATE
[ ] Elderly Exemption [ ] [ ] [ ]
[ ] Improvements to Assist Persons with Disabilities [ ] [ ] [ ]
[ ] Blind Exemption [ ] [ ] [ ]
[ ] Deaf Exemption [ ] [ ] [ ]
[ ] Disabled Exemption [ ] [ ] [ ]
[ ] Solar Energy Systems Exemption [ ] [ ] [ ]
[ ] Woodheating Energy Systems Exemption [ ] [ ] [ ]
[ ] Wind-powered Energy Systems Exemption [ ] [ ] [ ]

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. [ ] \* State Interest and Dividends Tax Form.
[ ] \* Statement of applicant and spouse's income. [ ] \* Property Tax Inventory Form filed in any other town.
[ ] \* Federal Income Tax Form.

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

# ABATEMENT RECOMMENDATION

**TO:** Select Board  
Town of Lee

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

**DATE:** March 5, 2018

**RE:** Gregg and Marie Nyman  
22 Ridgecrest Drive  
Hudson, NH 03057

**Property Tax Map 28 Lot 1-L04**  
**Address:** L04 Ferndale Acres

**Tax Year: 2017**  
**Assessment: \$4,900**

---

The subject is a camper on rented land. Abatement is requested as camper is registered. It is recommended that an abatement in the amount of \$147 plus any applicable interest/penalties/fees be granted.

Abatement Granted

Abatement Denied

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated \_\_\_\_\_

# ABATEMENT RECOMMENDATION

**TO:** Select Board  
Town of Lee

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

**DATE:** March 5, 2018

**RE:** Scott Cammet  
7 Jacobs Well Road  
Epping, NH 03402

**Property Tax Map 12 Lot 1-J06**  
**Address:** LJ06 Forest Glen

**Tax Year: 2017**  
**Assessment: \$6,600**

---

The subject is a camper on rented land. Abatement is requested assessed camper information was incorrect. After corrections, assessment is reduced \$2,800 to \$3,800 and it is recommended that an abatement in the amount of \$84 plus any applicable interest/penalties/fees be granted.

Abatement Granted

Abatement Denied

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated \_\_\_\_\_

# ABATEMENT RECOMMENDATION

**TO:** Select Board  
Town of Lee

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

**DATE:** March 5, 2018

**RE:** Lisa Krywicki  
238A Main Street, Apt 2  
Everett, MA 02149

**Property Tax Map 12 Lot 1-J04**  
**Address: J04 Forest Glen**

**Tax Year: 2014 - 2015 - 2016**  
**Assessment: \$6,300**

---

The subject was a camper on rented land. Abatement is requested as camper was removed. As such it is recommended that an abatements in the amounts of \$205 for 2014 tax year \$202 for 2015 tax year and \$184 for 2016 tax year plus any applicable interest/penalties/fees be granted.

Abatement is to clear up tax collector's system.

Abatement Granted

Abatement Denied

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated \_\_\_\_\_

# ABATEMENT RECOMMENDATION

**TO:** Select Board  
Town of Lee

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

**DATE:** March 5, 2018

**RE:** Pat Wellington  
95 Lee Hook Road  
Lee, NH 03861

**Property Tax Map** 31 Lot 4-219  
**Address:** J04 Forest Glen

**Tax Year:** 2014 - 2015  
**Assessment:** \$2,800

---

The subject was a camper on rented land. Abatement is requested as camper was removed in 2016. As such it is recommended that an abatement in the amount of \$43 for the 2014 tax year and \$82 for the 2015 tax year plus any applicable interest/penalties/fees be granted.

Abatement is to clear up tax collector's system.

Abatement Granted

Abatement Denied

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated \_\_\_\_\_



# ABATEMENT RECOMMENDATION

**TO:** Select Board  
Town of Lee

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

**DATE:** March 5, 2018

**RE:** Wellington Campground  
95 Lee Hook Road  
Lee, NH 03861

**Property Tax Map 31 Lot 4-59**  
**Address: L59 Wellington Campground**

**Tax Year: 2017**  
**Assessment: \$4,600**

---

The subject was a camper on rented land. Abatement is requested as camper was removed. As such it is recommended that an abatement in the amount of \$138 plus any applicable interest/penalties/fees be granted.

Abatement Granted

Abatement Denied

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated \_\_\_\_\_

# ABATEMENT RECOMMENDATION

**TO:** Select Board  
Town of Lee

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

**DATE:** March 5, 2018

**RE:** New Hampshire Optical Systems  
41 State Street  
PO Box 37  
Albany, NY 12207

**Property Tax Map 36 Lot 7**  
**Address: Various**

**Tax Year: 2017**  
**Assessment: \$3,800**

---

The subject consist of roughly 79 attachments to Public Service electrical poles. Applicant filed an abatement. Based on information from legal counsel on a comparable property it was determined that an adjustment is appropriate. As this is the case, it is recommended that an abatement in the amount of \$114 plus any applicable interest /fees be granted.

Abatement Granted

Abatement Denied

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated \_\_\_\_\_



COLE  
ASSOCIATES

CAROLYN K. COLE, ESQUIRE  
(603) 678-8070 DIRECT  
(603) 678-8075 FACSIMILE  
CCOLE@COLEASSOCIATESLAW.COM

RECEIVED  
FEB 28 2018  
TOWN OF LEE, NH

18 BANK STREET  
LEBANON, NEW HAMPSHIRE 03766

February 27, 2018

BY OVERNIGHT MAIL

Town of Lee Assessing Department  
7 Mast Road  
Lee, NH 03861

Re: Tax Abatement Application of NH Optical Systems

Dear Sirs/Madams:

Please find and Abatement Application submitted on behalf of NH Optical Systems regarding the 2017 property tax bill Reference No. 2017P02020503. Please do not hesitate to contact me if you have any questions.

NH Optical Systems was acquired by TVC Albany, Inc. NH Optical Systems will now be doing business in New Hampshire as FirstLight Fiber. This change is made to provide a single business presence for all of the companies operating under the TVC Albany, Inc. umbrella.

Please update your records to reflect this change going forward. Please let me know if you have any questions or concerns regarding this change.

Very truly yours,

Carolyn K. Cole

Enclosures

# TAXPAYER'S RSA 76:16 ABATEMENT APPLICATION TO MUNICIPALITY

TAX YEAR APPEALED 2017

## INSTRUCTIONS

1. Complete the application by typing or printing legibly in ink. This application does not stay the collection of taxes; taxes should be paid as assessed. If an abatement is granted, a refund with interest will be made.
2. File this application with the municipality by the deadline (see below). Date of filing is the date this form is either hand delivered to the municipality, postmarked by the post office, or received by an overnight delivery service.

**DEADLINES:** The "notice of tax" means the date the board of tax and land appeals (BTLA) determines the last tax bill was sent by the municipality. (If your municipality bills twice annually, you must apply after the bill that establishes your final tax liability and not before.)

**Step One:** Taxpayer must file the abatement application with the municipality by March 1 following the notice of tax.  
**Step Two:** Municipality has until July 1 following the notice of tax to grant or deny the abatement application.  
**Step Three:** Taxpayer may file an appeal either at the BTLA (RSA 76:16-a) or in the superior court (RSA 76:17), but not both. An appeal must be filed:

- 1) no earlier than: a) after receiving the municipality's decision on the abatement application; or b) July 1 following the notice of tax if the municipality has not responded to the abatement application; and
- 2) no later than September 1 following the notice of tax.

**EXCEPTION:** If your municipality's final tax bill was sent out after December 31 (as determined by the BTLA), the above deadlines are modified as follows (RSA 76:1-a; RSA 76:16-d, II):

**Step One:** 2 months after notice of tax;  
**Step Two:** 6 months after notice of tax; and  
**Step Three:** 8 months after notice of tax.

## FORM COMPLETION GUIDELINES:

1. **SECTION E.** Municipalities may abate taxes "for good cause shown." RSA 76:16. Good cause is generally established by showing an error in the assessment calculation or a disproportionate assessment. Good cause can also be established by showing poverty and inability to pay the tax.
2. **SECTION G.** If the abatement application is based on disproportionate assessment, the taxpayer has the burden to show how the assessment was disproportionate. To carry this burden the taxpayer must show: a) what the property was worth (market value) on the assessment date; and b) the property's "equalized assessment" exceeded the property's market value. To calculate the equalized assessment, simply divide the assessment by the municipality's equalization ratio (assessment ÷ ratio). Because a property's market value is a crucial issue, taxpayers must have an opinion of the market value estimate. This value estimate can be shown by obtaining an appraisal or presenting sales of comparable properties.
3. **SECTION H.** The applicant(s) must sign the application even if a representative (e.g. Tax Representative, Attorney, or other Advocate) completes Section I.
4. Make a copy of this document for your own records.

FOR MUNICIPALITY USE ONLY:  Town File No.: _____  Taxpayer Name: _____
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**RSA 76:16 ABATEMENT APPLICATION TO MUNICIPALITY**

**SECTION A. Party(ies) Applying (Owner(s)/Taxpayer(s))**

Name(s): New Hampshire Optical Systems

Mailing Address: 41 State Street, Box 37, Albany, NY 12207

Telephone Nos.: (Home) \_\_\_\_\_ (Cell) 802-279-1667 (Work) 802-460-9133 (Email) llackey@firstlight.net

Note: If an abatement is granted and taxes have been paid, interest on the abatement shall be paid in accordance with RSA 76:17-a. Any interest paid to the applicant must be reported by the municipality to the United States Internal Revenue Service, in accordance with federal law. Prior to the payment of an abatement with interest, the taxpayer shall provide the municipality with the applicant's social security number or federal tax identification number. Municipalities shall treat the social security or federal tax identification information as confidential and exempt from a public information request under RSA 91-A.

**SECTION B. Party's(ies)' Representative if other than Person(s) Applying (Also Complete Section A)**

Name(s): Carolyn Cole, Esq., Cole Associates Civil Law, PLLC

Mailing Address: 18 Bank Street, Lebanon, NH 03766

Telephone Nos.: (Home) \_\_\_\_\_ (Cell) 603-986-4450 (Work) 603-678-8070 (Email) ccole@coleassociateslaw.com

**SECTION C. Property(ies) for which Abatement is Sought**

List the tax map and lot number, the actual street address and town of each property for which abatement is sought, a brief description of the parcel, and the assessment.

<u>Town Parcel ID#</u>	<u>Street Address/Town</u>	<u>Description</u>	<u>Assessment</u>
000036/000007/000000		POLE ATTACHER, Lee	\$3,800

**SECTION D. Other Property(ies)**

List other property(ies) in the municipality owned in the same name(s), even if abatements for the other property(ies) have not been sought. The taxpayer's entire real property estate must be considered in determining whether the appealed property(ies) is (are) disproportionately assessed.

<u>Town Parcel ID#</u>	<u>Street Address/Town</u>	<u>Description</u>	<u>Assessment</u>
None			

**SECTION E. Reasons for Abatement Application**

RSA 76:16 provides that an abatement may be granted for "good cause shown." "Good cause" generally means: 1) establishing an assessment is disproportionate to market value and the municipality's level of assessment; or 2) establishing poverty and inability to pay the tax. This form can be utilized for either basis of requesting an abatement. The taxpayer has the burden to prove good cause for an abatement.

- 1) If claiming disproportionality, state with specificity all the reasons supporting your application. Statements such as "taxes too high," "disproportionately assessed" or "assessment exceeds market value" are insufficient. Generally, specificity requires the taxpayer to present material on the following (all may not apply):
  - 1. physical data – incorrect description or measurement of property;
  - 2. market data – the property's market value on the April 1 assessment date, supported by comparable sales or a professional opinion of value; and/or
  - 3. level of assessment – the property's assessment is disproportionate by comparing the property's market value and the town-wide level of assessment.

Note: If you have an appraisal or other documentation, please submit it with this application.

- 2) If claiming poverty or inability to pay, state in detail why abatement of taxes is appropriate as opposed to some other relief such as relocating, refinancing or obtaining some alternative public assistance. Ansara v. City of Nashua, 118 N.H. 879 (1978).

(Attach additional sheets if needed.)

See attached sheets

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**SECTION F. Taxpayer's(s)' Opinion of Market Value**

State your opinion of the market value of the property(ies) appealed as of April 1 of the year under appeal.

Town Parcel ID# 000036/000007/000000 Appeal Year Market Value \$ 0

Town Parcel ID# \_\_\_\_\_ Appeal Year Market Value \$ \_\_\_\_\_

Explain the basis for your value opinion(s). (Attach additional sheets if necessary.)

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**SECTION G. Sales, Rental and/or Assessment Comparisons**

List the properties you are relying upon to show overassessment of your property(ies). If you are appealing an income producing property, list the comparable rental properties and their rents. (Attach additional sheets if needed.)

Town Parcel ID#	Street Address	Sale Price/Date of Sale	Rents	Assessment
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**SECTION H. Certification by Party(ies) Applying**

Pursuant to BTLA Tax 203.02(d), the applicant(s) **MUST** sign the application. By signing below, the Party(ies) applying certifies (certify) and swear(s) under the penalties of RSA ch. 641 the application has a good faith basis, and the facts stated are true to the best of my/our knowledge.

Date: 2/27/18

Lawrence Lackey  
(Signature)

LAWRENCE LACKY  
(Print Name) Director of Regulatory

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

\_\_\_\_\_  
(Print Name)

**SECTION I. Certification and Appearance by Representative (If Other Than Party(ies) Applying)**

By signing below, the representative of the Party(ies) applying certifies and swears under penalties of RSA ch. 641:

- 1. all certifications in Section H are true;
- 2. the Party(ies) applying has (have) authorized this representation and has (have) signed this application; and
- 3. a copy of this form was sent to the Party(ies) applying.

Date: 2/27/18  
*Carolyn K. Cole* (Representative's Signature)      Carolyn K. Cole, ESG. (Print Name)

**SECTION J. Disposition of Application\* (For Use by Selectmen/Assessor)**

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

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

Remarks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Selectmen/Assessor Signature)

\_\_\_\_\_  
(Selectmen/Assessor Signature)

\_\_\_\_\_  
(Selectmen/Assessor Signature)

\_\_\_\_\_  
(Selectmen/Assessor Signature)



**Attachment to Abatement Application to the Town of Lee  
Made by NH Optical Systems Communications**

**Section E. Reasons for Abatement Application**

The following reasons demonstrate the existence of good cause for a tax abatement:

1. The Town of Lee (“Town” or “Lee”) has no authority to impose this tax on NH Optical Systems Communications (“NH Optical Systems”) telecommunication cables as real estate or its occupancy or usage of rights of way located in Lee.

- A. To the extent that the tax is based on the value of NH Optical System’s facilities, it is prohibited by state law. *See* RSA 72:8-a; (telecommunications equipment, including wires, fiber optics, and switching equipment, is not taxable as real estate). NH Optical Systems does not maintain structures, poles, towers, and conduits employed in the transmission of telecommunication in Lee otherwise taxable as real estate.
- B. To the extent that the Town has taxed NH Optical Systems pursuant to RSA 72:23, I(b) based on NH Optical System’s occupation or use of the Town’s right-of-way corridor, this statute is *ultra vires* and unlawful as applied to NH Optical Systems. *SegTEL, Inc. v. City of Nashua*, No. 2016-0305, 2017 WL 2511319 (N.H. June 9, 2017).

RSA 72:23, I(b) (Supp.1998) states:

All leases and other agreements, the terms of which provide for the use or occupation by others of real or personal property owned by the state or a city, town, school district, or village district, entered into after July 1, 1979, shall provide for the payment of properly assessed real and personal property taxes by the party using or occupying said property no later than the due date. **All such leases and agreements shall include a provision that “failure of the lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor.”** [Emphasis added.]

According to the plain language of RSA 72:23, I(b), “it is clear that when a City’s land is used or occupied by someone other than the City, the lease or agreement between the City and the user or occupier must include a provision requiring the user or occupier to pay real estate taxes.” *See Verizon New England, Inc. v. City of Rochester*, 151 N.H. 263, 268 (2004); *City of Nashua, supra*, at 4. As such, an agreement or lease with the Town is the precondition for the lawful assessment of tax for use of the Town’s right-of-way corridor.

However, unlike the licensing and/or franchising agreements NH Optical Systems has presumably executed with incumbent telephone, electric, and cable companies, NH Optical Systems does not have any such agreement or lease with NH Optical Systems to use or occupy the Town’s rights of way that includes a provision requiring NH

Optical Systems to pay real estate taxes. *See New England Telephone and Telegraph Company v. City of Rochester*, 144 N.H. 118, 120 (1999); *City of Nashua, supra*, at 4.

The Town cannot infer privity of contract with NH Optical Systems based on NH Optical System's licenses with the principal utility in contract with the Town. *City of Nashua, supra*, at 4. *See also Indian Head Nat. Bank of Portsmouth v. City of Portsmouth*, 117 N.H. 954 (1977) (holding that municipality cannot tax leasehold interest without statutory delegation of taxing authority.) Accordingly, Lee does not have a taxable interest in the use of NH Optical System's rights of way for the purposes of RSA 72:23.

NH Optical Systems does not hold any agreements with the Town constituting agreements to pay right of way taxes for fiber optic cable that is lawfully attached to licensed poles owned by the incumbent telephone and/or electric utility.

The Town is not relieved of its obligations to follow the statutory procedure set forth in RSA 72:23, I for assessing these taxes. *See City of Nashua, supra*, at 4; *Northern New England Telephone Operations, LLC v. Town of Plaistow*, 218-2011-CV-01057 (Order, March 4, 3013) (Wageling, J.). Accordingly, in the absence of a written agreement with the Town, NH Optical Systems may not be taxed due to the fact that its fiber optic cable occupies some of the Town's rights of way and any such tax assessed pursuant to RSA 72:23, I(b) is *ultra vires* and unlawful as applied to NH Optical Systems.

Based on the above, Lee lacks the necessary statutory authorization to impose any right-of-way tax against NH Optical Systems and thus its tax assessment is *ultra vires* because it has never issued pole attachment licenses or any other lease or agreement for occupation of the Town right of way to NH Optical Systems which include a provision requiring NH Optical Systems to pay real estate taxes. "Cities have no power to assess any tax not authorized by statute, nor to change or modify the public law regarding taxation." 16 P. Loughlin, *New Hampshire Practice*, § 7.03, at 7-6 (2008) (quoting *Mack v. Jones*, 21 N.H. 393 (1850)).

2. The tax violates NH Optical System's rights to equal protection under the law which are secured by the federal and state constitutions.

- A. To the extent that the Town's taxing authority derives from RSA 72:23, the statute is unconstitutional on its face. There is no legitimate governmental purpose furthered by imposing a tax on Town-owned property or any occupation thereof that has little if any value and that, but for the statute, would be exempt from taxation like other Town property.
- B. The tax is also unconstitutional as applied in this case. NH Optical Systems is not the sole occupant of the premises that are the subject of this tax bill. Upon information and belief, the Town of Lee is not taxing all occupants of the Town's right of way. There is no rational basis for selectively imposing this tax on some occupiers of the Town's

rights of way and not on others. Nor is there any legitimate governmental interest furthered by this disparate treatment. Accordingly, the tax is unconstitutional. See *Verizon New England, Inc. v. City of Rochester*, 156 N.H. 624 (2007), Rehearing denied (February 12, 2008). The State Constitution also proscribes any taxing scheme that “result[s] in two classes of taxpayers paying different rates of tax on essentially the same class of property.” *Opinion of Justices*, 131 N.H. 640, 642 (1989) (quotation omitted.)

3. Assuming, *arguendo*, that the Town is authorized to levy this tax, such authority must be exercised in accordance with federal law, as required by the Supremacy Clause of the United States Constitution, U.S. Const. art. VI, cl. 2. This tax violates the federal Telecommunications Act of 1996, see 47 U.S.C.S. § 253, and thus is preempted by it. See *Puerto Rico Telephone Company, Inc. v. Municipality of Guayanilla*, 450 F.3d 9 (1<sup>st</sup> Cir. 2006) (ordinance imposing a 5% gross revenue fee is preempted by 47 U.S.C. § 253 (a)). In addition, as demonstrated below, the tax is not in any way related to the degree of NH Optical System’s actual use of the Town’s rights-of-way or the Town’s costs of maintaining them, as provided by 47 U.S.C. § 253 (c). Accordingly, the tax is invalid. *Id.*

4. The assessed valuation of the Town’s rights of way is excessive and results in NH Optical Systems bearing a disproportionate share of the common tax burden.

- A. There is very little, if any, value in the Town’s rights of way.
- B. The assessed value fails to adequately consider the fractional nature of the property (*i.e.* a right of way).
- C. The assessed value fails to adequately consider that NH Optical System’s single cable occupying the right of way is smaller than other cables, and that NH Optical Systems only maintains a single cable in the right of way where other occupants have multiple attachments along with additional appurtenances such as utility poles.
- D. The assessed value fails to consider the facts, *e.g.*, that: NH Optical Systems is not the sole occupant of the rights of way; NH Optical Systems does not own the property in fee simple; and that the pole owners hold pole licenses with the Town of Lee, while NH Optical Systems and other attachers are licensed by the pole owners to attach facilities to the utility-licensee’s poles, conduits *and rights of way* pursuant to pole attachment agreements governed by 47 U.S.C. §224.

5. To the extent that the Town of Lee is taxing incumbent telephone pole owners and other utilities as well as NH Optical Systems for the use of the same rights of way, the Town is engaging in *at least* double taxation of the same property. NH Optical Systems remits annual rental fees for the use of incumbent telephone and electric poles which do occupy the Town’s rights of way and arguably may be subject to taxation for their occupancy, pursuant to RSA 72.23, I(b) and their pole licenses with the Town. See *New England Telephone and Telegraph Company v. City of Rochester, supra*, 144 N.H. at 120. However, to the extent that the Town of Lee is taxing NH Optical Systems (and other telecommunications carriers whose facilities are attached to the poles

owned by incumbent pole owners) as well as the pole owners themselves, the Town is over-recovering taxes from NH Optical Systems. The Town's conduct is tantamount to issuing a property tax bill to the owner of a six-unit apartment building and then issuing six individual tax bills to all six tenants in amounts identical to the tax bill sent to the building owner. Such conduct is clearly unreasonable and warrants an immediate abatement.

6. The foregoing information not only substantiates that good cause exists for an abatement, it also raises substantial questions as to whether the Town has acted in good faith in issuing this tax bill to NH Optical Systems and as to whether the Town may be liable to NH Optical Systems for its attorneys' fees in connection with this and any subsequent action to abate or otherwise challenge this unlawful, improper, unreasonable, and unjust tax bill.

# LCHIP

Land & Community Heritage  
Investment Program

RECEIVED  
MAR 05 2018  
TOWN OF LEE, NH



February 28, 2018

Julie Glover, Town Administrator  
Town of Lee  
7 Mast Road  
Lee, NH 03825

Dear Julie,

LCHIP's enabling legislation, NH RSA 227-M, established the Community Conservation Endowment (CCE). The CCE supports annual monitoring to ensure that resources protected with LCHIP assistance remain in compliance with associated legal agreements. The LCHIP Board of Directors determines the amount to be distributed from the CCE each year following the *LCHIP Criteria, Guidelines and Procedures*. The amount distributed may vary from year to year, so we caution grant recipients not to depend on income from this source in their annual budgets.

The enclosed incentive payment acknowledges that LCHIP received timely 2017 monitoring reports for the Randall (land and buildings) and Tuckaway Farms. Thank you!

For the Town of Lee to fulfill its legal agreements with LCHIP and be eligible for possible incentive payments in 2019, these properties must be monitored during 2018, and monitoring reports must be submitted no later than December 31, 2018. Monitoring report forms are available on the LCHIP website, [www.LCHIP.org](http://www.LCHIP.org) and may be submitted at any time prior to the deadline.

We at LCHIP appreciate the Town of Lee's responsible oversight of these properties. Please contact us if you have any questions.

Sincerely,



Dijit Taylor  
Executive Director

Land and Community Heritage  
Investment Program (LCHIP)

13 West Street, Suite 3  
Concord, NH 03301-3550  
(603) 224-4113

Granite Bank  
54-131/117

1572

2/22/2018

PAY TO THE  
ORDER OF Town of Lee

\$\*\*1,000.00

One Thousand and 00/100\*\*\*\*\* DOLLARS

Town of Lee  
7 Mast Road  
Lee, NH 03824

*Doreen J. Lynch*

MEMO

Land and Community Heritage Investment Program (LCHIP)

1572

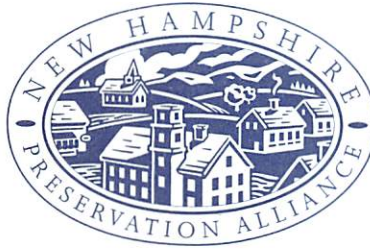
Town of Lee

2/22/2018

1,000.00

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1,000.00



RECEIVED  
MAR 05 2018  
TOWN OF LEE, NH

BOARD OF DIRECTORS

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EXECUTIVE DIRECTOR  
JENNIFER GOODMAN

February 28, 2018

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

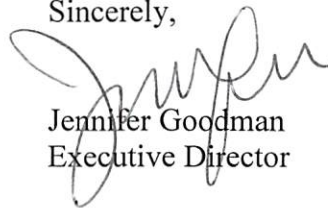
Dear Ms. Glover:

I am pleased to inform you that a complimentary membership in the Preservation Alliance has been given the Town in recognition of the recent addition of the listing of the Town Hall and Toolshed to the New Hampshire State Register of Historic Places. Thanks for your contribution to preservation in New Hampshire and congratulations!

I hope we'll see you at one of our events around the state and you are particularly invited to our *Old House and Barn Expo* in Manchester on March 24-25. This is not your typical home show, but one featuring the timberframers, plasterers, masons- indeed all the trades and vendors appropriate for older structures, with hourly demonstrations and talks. I think you'd find it useful—and fun!

Please let us know if we can ever be of assistance as you care for your buildings.

Sincerely,



Jennifer Goodman  
Executive Director

NEW HAMPSHIRE PRESERVATION ALLIANCE

P.O. BOX 268 • CONCORD, N.H. 03302-0268

TELEPHONE 603 224 2281 • FAX 603 226 9368 • [www.nhpreservation.org](http://www.nhpreservation.org)