

# SELECT BOARD MEETING AGENDA

**DATE:** Monday, May 23, 2016 at 6:00 pm

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

The Select Board reserves the right to make changes as deemed necessary during the meeting. Public Comment limited to 3 minutes.

1. Conference with Town Attorney - 5:30 pm
2. Call meeting to Order – 6:00 pm
3. Public Comment
4. **Jeremy Goodwin, Owner of The Smoke Shack – Food Truck at LRP**  
*Continued discussion on allowing his food truck aka The Smoke Shack at Little River Park.*
5. **Chief Dronsfield – EMPG Grant Acceptance**  
*The Police Department received a grant of \$4,649 for the purchase of security camera for the Public Safety Complex (the Town is responsible for a 50% match.)*
6. **Town Administrator – Electronic Media Policy**  
*Continue discussion of expanding the types of content allowed in ecrier*
7. **Chairman Scott Bugbee – 250<sup>th</sup> Celebration Parade July 16th**  
*Request that the Transfer Station be closed on this day*
8. **Selectman Cary Brown – Lee Volunteer Appreciation and Awards Program**  
*Review and discuss draft*
9. **Town Administrator – Committees and Commissions Applications**  
*Present the Board with applications for review and action.*
10. **Julie Glover, Town Administrator**
  - a. Little River Park – Dog Waste Bags and Disposal Center; trash barrels at Little River Park
  - b. NH Electric Coop – Election of Directors
  - c. Miscellaneous
11. **Motion to accept the Consent Agenda as presented:**

**SIGNATURES REQUIRED**

2016 Property Tax Warrant  
Land Use Change Tax Warrants  
Abatements  
Elderly Exemption  
FY16 Trust Fund Reimbursements

**INFORMATION ONLY**

Letter from Bob Smith, Planning Board Chair  
Resignation “letter” Tom Bernth, Planning Board

Individual items may be removed by any Select Board member for separate discussion and vote.

12. Motion to accept the Select Board Public Meeting Minutes from May 9, 2016.
13. Motion to accept Manifest #23 and Weeks Payroll Ending May 15, 2016.
14. Motion to enter into Non-Public Session – NH RSA 91-A:3 II (a) – Personnel  
(c) – Tax deeds  
(a-e, i) – Reviewing Non-Public Minutes for Release
15. Motion to seal the Non-Public Minutes (if necessary.) Roll call Vote required:  
Chairman Bugbee \_\_\_\_\_ Selectman LaCourse \_\_\_\_\_ Selectman Brown \_\_\_\_\_
16. Miscellaneous/Unfinished Business
17. Adjournment

**Posted: Town Hall, Public Safety Complex, Public Library and on leenh.org on May 20, 2016**

Individuals needing assistance or auxiliary communication equipment due to sensory impairment or other disabilities should contact the Town Office at 659-5414. Please notify the town six days prior to any meeting so we are able to meet your needs.



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

|                 |                           |
|-----------------|---------------------------|
| Office Use Only |                           |
| Meeting Date:   | <del>5/9/16</del> 5/23/16 |
| Agenda Item No. | <del>3</del> 4            |

**BOARD OF SELECTMEN**  
5/9/16 **MEETING AGENDA REQUEST**  
(Meeting Date Requested)

**Agenda Item Title:** Concessions trailer at Little River  
Park

**Requested By:** Jeremy Goodwin **Date:** 05.09.2016

**Contact Information:** 603.686.1128 jgood5477@gmail.com

**Presented By:** \_\_\_\_\_

**Description:** I would like to set up concessions  
at Little River Park to serve food  
and refreshments to guest at the park.

**Financial Details:** to be discussed

**Legal Authority** NH RSA 143-A:1  
(usually NH RSA or Town Ordinance/Policy):

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

**REQUESTED ACTION OR RECOMMENDATIONS:**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |   |
|---|---|
| <b>PRODUCER</b><br>Lineweber and Giffin Ins. Agency<br>5A First Street<br>PO Box 927<br>Dover NH 03821<br><br><b>INSURED</b><br>Jeremy's Concession's and Catering LLC<br>26 Belle Lane<br>Lee NH 03861 | <b>CONTACT NAME:</b> Lineweber Giffin<br><b>PHONE (A/C, No, Ext):</b> (603) 742-6100<br><b>FAX (A/C, No):</b> (603) 749-4865<br><b>E-MAIL ADDRESS:</b><br><br><b>INSURER(S) AFFORDING COVERAGE</b> NAIC #<br><b>INSURER A:</b> MMG Insurance Co 15997<br><b>INSURER B:</b> Riverport Ins Co<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |
|---|---|

**COVERAGES** CERTIFICATE NUMBER: CL165301995 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR   | TYPE OF INSURANCE   | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|--|---|--------------------|---------------|-------------------------|-------------------------|--|
| <b>COMMERCIAL GENERAL LIABILITY</b>                  |   |                    |               |                         |                         |  |
| A  | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR   | X                  | BP12516843    | 5/1/2016                | 5/1/2017                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000<br>\$ |
| GEN'L AGGREGATE LIMIT APPLIES PER:                   |   |                    |               |                         |                         |  |
|  | POLICY PROJECT LOC  |                    |               |                         |                         |  |
| <b>OTHER:</b>  |   |                    |               |                         |                         |  |
| <b>AUTOMOBILE LIABILITY</b>                          |   |                    |               |                         |                         |  |
| A  | ANY AUTO<br>ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS<br>AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> AUTOS |                    | KA12516843    | 5/1/2016                | 5/1/2017                | COMBINED SINGLE LIMIT (Ea accident) \$ 500,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| <b>UMBRELLA LIAB</b> OCCUR                           |   |                    |               |                         |                         |  |
| <b>EXCESS LIAB</b> CLAIMS-MADE                       |   |                    |               |                         |                         |  |
| DED RETENTION \$                                     |   |                    |               |                         |                         |  |
| <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> |   |                    |               |                         |                         |  |
| B  | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N                | TBD           | 5/1/2016                | 5/1/2017                | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Food Concession sales

Jeremy Goodwin is excluded from Workers Comp

## CERTIFICATE HOLDER

Town of Lee  
 7 Mast Rd  
 Lee, NH 03861

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ron Lemieux/118

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

MAIL TO: BUREAU OF FINANCE/RECEIPTS UNIT - FOOD PROTECTION
129 PLEASANT STREET, CONCORD, NH 03301
603-271-4589 FAX: 603-271-4859 TDD Access: 1-800-735-2964
Webabsite: www.dhhs.nh.gov E-mail: foodprotection@dhhs.state.nh.us

APPLICATION FOR ANNUAL MOBILE FOOD UNIT LICENSE

RS-405263

NOTE: See Reverse for Instructions.

1 Full Legal Name of Corporation, LLC or Owner(s)

2 Name of Establishment

3 Location (Street) (Town, State) (Zip)

4 Mailing Address (if different) (Town, State) (Zip)

5 Telephone # of Establishment ( ) 6 Emergency Contact Telephone # ( )

7 Email Address

8 Name of Person in Charge at Establishment

9 Schedule of Operation

10 Type of Ownership

- Sole Proprietorship
Joint Venture
Partnership
Corporation
Limited Liability
Other (Specify)

11 Type of License

- New Establishment
Change in License Class
Change of Ownership
Renewal

12 Current Establishment #

13 Current License #

14 Town Water Yes or No

14 Town Wastewater Yes or No

15 Public Water System/(EPA) #

16 Cook Unit

units which cook/prepare food or distribute refrigerated food

Class D (\$225)

16 Home Delivery

packaged or frozen food

Class F (\$150)

16 Pushcart & Other Mobile Food Units

including but not limited to those serving packaged foods & non-TCS foods only

Class F (\$150)

\*Submit all supporting documentation. Incomplete applications will be returned.

Table with 3 columns: checkbox, description, and empty cells. Rows include: 17 New-(Class D only): Floor Plan...; 17 New and Renewal: Written results of laboratory analysis...; 17 Servicing area: If using a servicing area...; 17 Copy of full menu to be served.; 17 Projected route.

Registration(s)

Vehicle/Trailer Make Model VIN

Year of Manufacture Color State MV Registration

Vehicle/Trailer Make Model VIN

Year of Manufacture Color State MV Registration

I, (print name & title) 18,19, certify that all information provided in or attached to this application is complete, accurate and up-to-date as of the date specified below. I further certify that there are no willful misrepresentations of the answers to questions herein, and that I have made no omissions with respect to any of my answers to the questions presented. I understand that it is my responsibility to immediately notify the Food Protection Section with regard to any changes, corrections or updates to the information provided.

SIGNATURE OF APPLICANT: 20 DATE OF APPLICATION: 21

DO NOT WRITE BELOW THIS LINE - FOR OFFICE USE ONLY

Date Received Check # Check Amount Plan Review Plan Review Check#
Provisional Date Final Date Audit # FP Ldb Scn E/H

## INSTRUCTIONS FOR COMPLETING APPLICATION FOR MOBILE FOOD UNIT LICENSE

Please fill in all blanks, if not applicable enter "NA", except steps 13 and 14 (leave blank if not known).

1. **Full Legal Name of Corporation or Owner** - provide the full legal name of the corporation or owner(s) of the establishment.
2. **Name of Establishment** - provide the full name of the establishment.
3. **Location** - provide location of establishment to include street number, street name, city/town, state, and zip code.
4. **Mailing Address** - provide mailing address if different than establishment location.
5. **Telephone # of Establishment** - provide the on-site telephone number for the establishment.
6. **Emergency Contact Telephone Number** - provide telephone number for individual who should be contacted in an emergency.
7. **Email Address** – provide Email address.
8. **Name of Person in Charge at Establishment** - provide the name of the individual who is in charge at the establishment.
9. **Schedule of Operation**-provide hours, days, and weeks per year this establishment will operate.
10. **Type of Ownership** - check the appropriate ownership type of the establishment, if other please specify.
11. **Type of License** - check the appropriate license type that you are applying for.
12. **Current Establishment #** - provide current establishment number if known, otherwise please leave blank.
13. **Current License #** - provide current license number if known, otherwise please leave blank.
14. **Town Water/Town Wastewater** - circle "Yes" if establishment has town water or wastewater, "No" if it does not. If "No" refer to water and wastewater requirements document.
15. **Public Water System/(EPA) Number** – water results sampling number, if applicable.
16. **Class of License** - check highest class and class category. Example;  Class D-units which cook/prepare food.
17. **Requirements** – check each item applicable and submit supporting documentation.
18. **Printed Name** - print full name of establishment's legal owner signing application or officer of legal owner who applies for the license.
19. **Title** - provide title of establishment's applicant.
20. **Signature** - provide original signature of establishment's applicant.
21. **Date** - provide current date.

Please note, there are fifteen Self-Inspecting Cities/Towns in the state of NH, in which case you will need to contact directly for licensing if operating in those areas. They are: Bedford, Berlin, Claremont, Concord, Derry, Dover, Exeter, Keene, Manchester, Merrimack, Nashua, Plaistow, Portsmouth, Rochester and Salem. For contact information, please refer to [www.dhhs.nh.gov](http://www.dhhs.nh.gov).

### SUBMITTING YOUR APPLICATION

1. Payment shall be made in the form of a check or money order, payable to "Treasurer, State of New Hampshire", and must accompany application. Payments are non-refundable and non-transferable.
2. Incomplete or illegible applications or applications not accompanied by payment, water test results, product list, or any other applicable attachments, will be returned. Completed application(s) should be forwarded to the Bureau of Finance/Receipts Unit-Food Protection, 129 Pleasant St, Concord, NH 03301.
3. **For "Change in License Class, New or Change of Ownership" applications. Thirty (30) days after forwarding this application with all the required applicable paperwork to the Food Protection Section, call (603) 271-4589 to leave a message for your inspector to arrange for an inspection of your facility. (Please allow seven (7) business days notice for inspection appointment)**

For additional information or for further assistance, please contact the NH Department of Health and Human Services, Division of Public Health Services, Food Protection Section at (603) 271-4589 or [foodprotection@dhhs.state.nh.us](mailto:foodprotection@dhhs.state.nh.us).

## Mobile Vending Permits

To operate a mobile vending unit in Portsmouth, you must have a license from the Portsmouth Health Department. There are 2 types of mobile permits offered. Regardless of which permit is applied for, ***all equipment must be manufactured by a licensed manufacturer and NSF or equivalent certified with the required hand sinks.*** No after-market alterations or home-built equipment shall be permitted.

***Please use caution when purchasing/restoring mobile units. Previously licensed units may not meet current requirements and not all manufactured mobile units meet the above requirements.***

### Permit Types

#### **Seasonal Mobile Pushcart Food Service Permit**

*Includes hot dog carts, crepe carts, lemonade stands and ice cream carts, etc.*

- Permits offered for this type of mobile unit run from April 15 – October 15 and must operate out of a Portsmouth licensed commissary that passes inspection. The unit must be serviced at the commissary every day of operation.
- There are 7 locations on City property from which a pushcart can operate. The cart must meet size specifications. To operate in one of these locations there are additional insurance and local Hawkers and Peddlers license requirements. For further information, please visit

<http://cityofportsmouth.com/cityclerk/documents/VendorPamphlet.pdf>

#### **Mobile Food Service Permit**

*Includes Canteen Trucks, Food Trucks, Food Trailers, and Ice Cream trucks*

- Permits offered for this type of mobile unit are year-round and renewed each July.
- These units must operate out of a licensed commissary that passes inspection and must be serviced at that commissary every day of operation.
- Examples to assist in determining if a unit fits into this category:

##### **Mobile Canteen Truck**

This is the standard canteen truck that has a mobile route and generally visits businesses and job sites.

##### **Mobile Food Truck**

These are mobile kitchens with a side-opening service area.

\* See additional information below regarding available vending spaces.

##### **Mobile Food Trailers**

These are enclosed mobile kitchens that are towed. They must remain mobile (on wheels, removed from property routinely).

\* These vehicles may be permitted in special situations but are not permitted on City sidewalks, or parking spaces.

#### Additional Information

- Vending from parking spaces is not allowed. However, there are two parking spaces available for **Mobile Food Truck** vendors to bid on. For more information please visit <http://cityofportsmouth.com/finance/bids/33-13.pdf>
- For temporary event information visit <http://cityofportsmouth.com/health/eventpermits.htm>

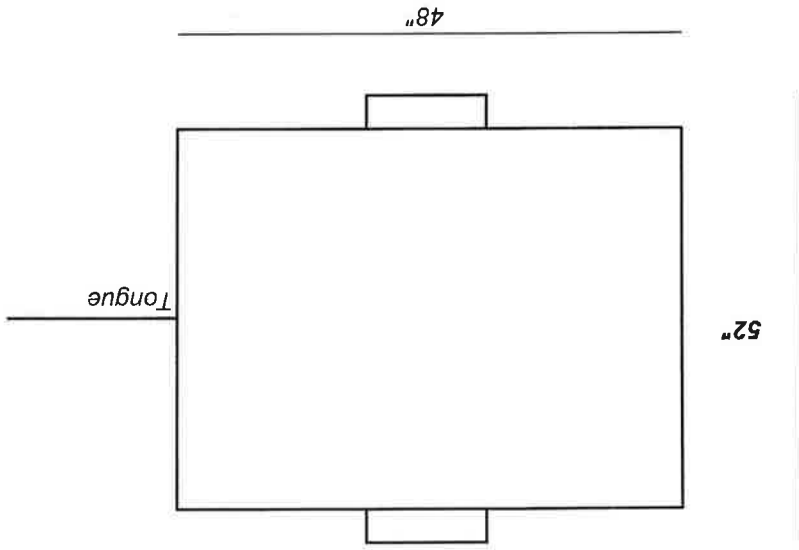
**Please contact the Portsmouth Health Department at (603) 610-7273 or 610-7238 for additional information if you are considering applying for a permit to operate a mobile food service unit in the City of Portsmouth.**

# City of Portsmouth, NH

## Vending Information



One A-Frame sign, not to exceed 4 feet in height may be used.  
This sign can only be placed over the tongue of the cart.



All vending locations are available to the first licensed vendor who arrives in the space after any period of vacancy. Vending locations cannot be reserved.

\* There shall be no vending or hawking from any municipal parking areas including metered parking spaces, public parking lots, or the parking garage.

\* No vending is allowed at Prescott Park or other City parks without express written permission from the Park Director.

\* In addition to the vending cart, one chair, one cooler, and one hand truck are permitted.

\* One trash receptacle must be provided.

\* It is the vendor's responsibility to ensure the area remains clean.

### Food vendors

Must contact the Portsmouth Health Department at 610-7238 for a food license, prior to applying for a Hawkers and Peddlers permit.

### All vendors

Operating on City Property, must contact the City Clerk's office at 610-7245 for information on applying for a Hawkers and Peddlers permit.

Any person conducting the transaction of a product for money, must have a State and City Hawkers and Peddlers permit.

The size of vending carts shall not exceed 52" wide and 48" long, not including the tongue of the cart.





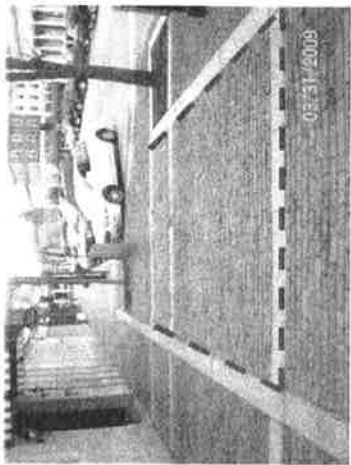
1

*In front of 8 Market Square*



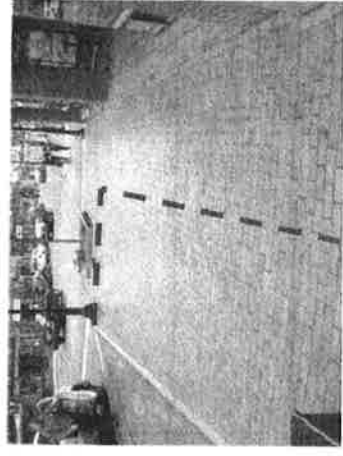
2

*In front of 1 Pleasant Street*



3

*In front of 15 Pleasant Street*



4

*In front of 55 Congress Street*



5

*Outside the Ladd Street side of the parking garage*



6

*Outside the parking garage on Hanover Street*



7

*Vaughan Mall*

*\*This space can accommodate 2 carts.*

Vendors cannot block the stage during a performance.

There are seven locations on public sidewalks in the Downtown Business District that are suitable as vending locations for licensed hawkers and peddlers as identified in this brochure.

All other locations in the Downtown Business District are deemed not appropriate and vendors and hawkers are prohibited from setting up carts, stands and the like at any other locations.



| City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801, Phone: (603) 610-7245 , Fax: (603) 427-1579 |

May 5, 2016

[City Clerk's Home](#)

## City Clerk's Office

[City Ordinances](#)

## City Clerk Issues the following Licenses and Permits

[Noise Control Ordinance](#)

[FAQ](#)

[Elected City Officials](#)

[Election Results](#)

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[Directions to City Hall](#)

[Sidewalk Performer  
Guidelines](#)

## Vendors *License* A.K.A. HAWKERS & PEDDLERS LICENSE

Below is the steps needed to complete the permit process:

1. **Application:** Please complete the "Hawkers and Peddlers Application" in its entirety.
2. **Certificate of Insurance** – Issued by an insurance company with the policy length based on the length of the permit or if policy requires renewal prior to the expiration date of the permit, the applicant is required to provide an updated policy prior to expiration date. Coverage minimums are \$1,000,000 for Personal Injury and Property Damage and the City of Portsmouth must be listed as Certificate Holder and Additionally Insured with vending as the specified activity in the Description of Operations section.
3. **Photograph of Stand/Motor Vehicle:** A photograph of the stand or motor vehicle must be submitted.
4. **Fee:** The annual fee due is \$250.00 with a permitting season commencing July 1st of each year. The fee cannot be pro-rated.
5. **Health Food Permit** (if applicable): To apply for a local health food permit you will need to contact the Health Department at (603)610-7238.  
**\*PLEASE NOTE: Health Food Permits for sidewalk food carts art issued for the period of April 15th through October 15th only.**
6. **State Hawkens and Peddlers Permit:** The State of New Hampshire also regulates vending on a statewide basis. Applicants (Primary Vendors) are required to submit a State Hawkens and Peddlers License to the City of Portsmouth. You may obtain an application via the web at [www.state.nh.us/sos](http://www.state.nh.us/sos) or by calling the Secretary of State at 603-271-3242.
7. **Picture Identification:** In person, we can make a photocopy of valid picture identification. If submitting by mail, please include a photocopy of valid picture identification with application and other required submissions.
8. **Submission:** If you are appearing in the office to submit your application, please be sure to have your identification, payment, Insurance Certificate and a copy of your State License and Food Permit for our records. You are welcome to apply via mail with all the required information, payment, and ensure to include a copy of the State License and Food Permit and a photocopy of your identification.

### Attached for your convenience:

- Application
- Vending Information Pamphlet
- Example of Insurance Certificate
- City Council Policy 2009-04 relating to hawkers and peddlers

Revised: **05/31/2013.**



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

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

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

## BOARD OF SELECTMEN

### 5/23/16 MEETING AGENDA REQUEST (Meeting Date Requested)

**Agenda Item Title: Grant Agreement Documents for the EOC Security Enhancement Project.**

**Requested By: Chief Thomas C. Dronsfield, Jr. Date: 05/10/16**

**Contact Information: Chief Thomas C. Dronsfield, Jr., (603) 659-5866**

**Presented By: Chief Thomas C. Dronsfield, Jr.**

**Description: The Lee Police Department applied for a Homeland Security and Emergency Management grant to cover half of the cost of the security cameras for the Public Safety Complex. Part of the requirement of this "EMPG" is to have the Members of the Board of Selectmen sign the Grant Agreement Documents. Please use the forms that are attached. Please sign AND notarize page #1 and date/initial bottom on ALL 6 pages of the Grant Agreement.**

**Financial Details: The total cost of the security camera system is \$9,298.00**

**This grant covers ½ of the cost of the entire system (\$4,649.00)**

**The Grant requests "please use this language when your governing Board accepts the terms and conditions of the grant agreement". The wording has been noted below.**

**Legal Authority NH RSA 31:95-b (usually NH RSA or Town Ordinance/Policy):**

### **REQUESTED ACTION OR RECOMMENDATIONS:**

**Please use the wording below to accept these funds**

**The Town of Lee Board of Selectmen, in a majority vote, accepted the terms of the Emergency Management Performance Grant (EMPG) as presented in the amount of \$4,649.00 for the purchase of EOC Security Enhancement Project. Furthermore, the Board acknowledges that the total cost of this project will be \$9,298.00, in which the Town will be responsible for a 50% match (\$4,649.00).**

GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

1. Identification and Definitions.

|   |  |  |  |
|---|--|--|--|
| <b>1.1. State Agency Name</b><br>NH Department of Safety, Homeland Security and Emergency Management  |  | <b>1.2. State Agency Address</b><br>33 Hazen Drive<br>Concord, NH 03305                                  |  |
| <b>1.3. Subrecipient Name</b><br>Town of Lee (VC#177231-B003)   |  | <b>1.4. Subrecipient Tel. #/Address</b> 603-659-5414<br>7 Mast Road, Lee NH 03861                        |  |
| <b>1.5 Effective Date</b><br>Business Office Approval   | <b>1.6. Account Number</b><br>AU #80920000 | <b>1.7. Completion Date</b><br>September 30, 2017  | <b>1.8. Grant Limitation</b><br>\$4,649.00 |
| <b>1.9. Grant Officer for State Agency</b><br>Cindy Richard, EMPG Program Manager   |  | <b>1.10. State Agency Telephone Number</b><br>(603) 223-3627   |  |
| "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."  |  |  |  |
| <b>1.11. Subrecipient Signature 1</b>   |  | <b>1.12. Name &amp; Title of Subrecipient Signor 1</b><br>Scott Bugbee, Chairman, Lee Board of Selectmen |  |
| <b>Subrecipient Signature 2</b>   |  | <b>Name &amp; Title of Subrecipient Signor 2</b><br>John LaCourse, Selectman, Lee Board of Selectmen     |  |
| <b>Subrecipient Signature 3</b>   |  | <b>Name &amp; Title of Subrecipient Signor 3</b><br>Cary Brown, Selectman, Lee Board of Selectmen        |  |
| <b>1.13. Acknowledgment: State of New Hampshire, County of _____, on _____ / _____ / _____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.</b> |  |  |  |
| <b>1.13.1. Signature of Notary Public or Justice of the Peace (Seal)</b>  |  |  |  |
| <b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b>  |  |  |  |
| <b>1.14. State Agency Signature(s)</b><br>By: _____ On: _____ / _____ / _____   |  | <b>1.15. Name &amp; Title of State Agency Signor(s)</b><br>Steven R. Lavoie, Director of Administration  |  |
| <b>1.16. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b><br>By: _____ Assistant Attorney General, On: _____ / _____ / _____   |  |  |  |
| <b>1.17. Approval by Governor and Council (if applicable)</b><br>By: _____ On: _____ / _____ / _____  |  |  |  |

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: \_\_\_\_\_

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
  - 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
  - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
  - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
  - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
  - 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
  - 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
  - 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
  - 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
  - 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
  - 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
  - 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
  - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
  - 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
    - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
    - 11.1.2 Failure to submit any report required hereunder; or
    - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
    - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
  - 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
    - 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
    - 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
    - 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
    - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
  - 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
  - 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
  - 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
  - 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: \_\_\_\_\_

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required, or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials: 1.) [redacted] 2.) [redacted] 3.) [redacted] Date: [redacted]

**EXHIBIT A**

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as “the State”) is awarding the Town of Lee (hereinafter referred to as “the Subrecipient”) \$4,649.00 for the purchase and installation of equipment that will enhance the physical security at the community’s Emergency Operations Center (EOC).
2. “The Subrecipient” agrees that the project grant period ends September 30, 2017 and that a final performance and expenditure report will be sent to “the State” by October 31, 2017.
3. “The Subrecipient” agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. “The Subrecipient” shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, “the Subrecipient” shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT B**

Grant Amount and Method of Payment

**1. GRANT AMOUNT**

|   | <b>Applicant Share</b> | <b>Grant (Federal Funds)</b> | <b>Cost Totals</b> |
|---|------------------------|------------------------------|--------------------|
| <b>Project Cost</b>   | \$4,649.00             | \$4,649.00                   | \$9,298.00         |
| <b>Project Cost is 50% Federal Funds, 50% Applicant Share</b>                               |                        |                              |                    |
| <b>Awarding Agency:</b> Federal Emergency Management Agency (FEMA)                          |                        |                              |                    |
| <b>Award Title &amp; #:</b> Emergency Management Performance Grant (EMPG) EMW-2015-EP-00067 |                        |                              |                    |
| <b>Catalog of Federal Domestic Assistance (CFDA) Number:</b> 97.042 (EMPG)                  |                        |                              |                    |
| <b>Applicant's Data Universal Numbering System (DUNS):</b> 623281219                        |                        |                              |                    |

**2. PAYMENT SCHEDULE**

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$4,649.00.
  
- b. "The State" shall reimburse up to \$4,649.00 to "the Subrecipient" upon "the State" receiving appropriate documentation of expended funds (i.e, copies of invoices and cancelled checks) and proof of match from "the Subrecipient".

Subrecipient Initials: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: \_\_\_\_\_  
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**EXHIBIT C**

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to “the Subrecipient” must be returned to “the State” if the grant agreement is terminated for any reason other than completion of the project.
3. Any funds advanced to “the Subrecipient” must be expended within 30 days of receiving the advanced funds.
4. The “Subrecipient” agrees to have an audit conducted in compliance with OMB Circular 2 CFR 200, if applicable. If a compliance audit is not required, at the end of each audit period “the Subrecipient” will certify in writing that they have not expended the amount of federal funds that would require a compliance audit (\$750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to “the State”.

Additionally, “the Subrecipient” has or will notify their auditor of the above requirements prior to performance of the audit. “The Subrecipient” will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. “The Subrecipient” will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular 2 CFR 200. “The Subrecipient” will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

**Town of Lee  
Electronic Media Policy**

**1.) Authority:**

In accordance with RSA 31:39 and its role as the Governing Body, the Select Board (the “Board”) has the authority to adopt ordinances and policies to order its prudential affairs and guide the administrative functions of the corporate body politic of the Town of Lee.

**2.) Purpose & Application:**

This purpose of this policy is to describe the Town’s intent for maintaining a presence on the internet and prescribe how the Town will manage its internet web site and electronic newsletter (collectively the “site”), and publish information on the sites, deal with information submitted by others for publishing, retain information published, link to the sites of others, and allow others to link to the Town’s sites.

The policy shall apply to the Town’s main website, the web pages maintained by its various departments (e.g. fire and police), the electronic newsletter, and any other publications, whether in print or electronic, that the Town may distribute as deemed necessary.

**3.) Administration:**

This policy shall be administered by the Town Administrator, or her/his designee, on behalf of the Town of Lee (the “Town”) who shall periodically report to the Board on the use and activity of the site (e.g. “hits” and major development issues). All inquiries and complaints should be directed to:

Town Administrator  
Town of Lee  
7 Mast Road  
Lee, NH 03861

S/he shall be assisted by the Town Secretary as the primary party with responsibility of website maintenance, issuance of the electronic newsletter, and the training of all other staff personnel who post to the website. Only the staff so authorized may publish materials upon the website.

**4.) Definitions:**

Whenever the male gender is used it shall be deemed to refer to the female gender and vice-versa.

**Commercial:** Advertising and promotional material, including any program disguised as a so-called “Infomercial,” designed to promote the sale of commercial products or services by telling about, promoting or praising a product, service, or business, in such a manner as to make people want to buy; as intentionally showing business or product names, logos, or symbols as promotion; as having the intent to make a profit as a result thereof.

**Electioneering:** A communication, activity, or distribution of information, a handbill or flier designed or intended to influence the vote of a voter on any question or office, or in any manner to expressly advocate the election or defeat of a candidate or passage or defeat of an issue or to promote or advance one candidate, issue, or position over another or to raise funds toward such purposes.

Issue: A program whose primary purpose is to discuss the activities of an elected or appointed person or entity and the matters before them or a balanced view of a matter proposed for, or subject to, a ballot vote.

Offensive: Language of slang, vulgar or colloquial expression which refers, in the context in which it is used, to sexually explicit acts or to human elimination; or abusive language against persons, ethnic groups, religious groups, sexual orientation, or persons with disabilities.

Official: Relating to the performance of one's appointed or elected position or the administration or management of an entity, whether paid for by government or private funds, where the primary purposes is to inform the public as to the ongoing activities for the person or entity, solicit public opinion and communication, and provide constituent services.

Violence: Extreme acts of violence against people, animals or property; or depictions of extreme violent acts in dramatic and/or poetic manners.

## **5.) Policy:**

a.) Intent: The Town's site is intended to be a vital component in its efforts to distribute information to the public at large about the Town's activities, services, decision making process, decisions and resulting ordinances, policies and regulations. The site should act as a means for our residents and visitors to readily obtain information, and submit service requests, comments, and applications at a time and a manner most convenient to them. The site should be as complete as may be technically possible while the quantity and type of documents being posted must bear a meaningful relationship to the intent of this policy and the corresponding benefit must justify the staff time consumed.

The Town does not intend the site to create a forum or other means for the public to advocate an opinion or exchange the same on issues of local interest (i.e. a "blog") and the Town retains total and absolute editorial control over its site.

Notwithstanding that the Town may link to an outside site, it will not directly publish any material on its site unless such material is considered to be an official communication of the Town or where the Town has sponsored or co-sponsored the publication of the material as an official action.

b.) Copyright and Trademarks: The Town will declare and defend a copyright on and retain all intellectual property rights to all items on the sites including all text, graphic images and other content excepting that provided to it by third parties. It shall provide attribution for any material it uses from third parties that are similarly copyrighted or trademarked and refer any party seeking to use such material to the original owner. Any use of the materials on the Town's site without appropriate attribution or without the written permission of the Town is prohibited. The following acts or activities are prohibited without prior written permission from the Town: (a) modification and/or re-use of text, images or other site content; (b) distribution of the Town's site content as their own; or (c) "mirroring" the Town's information on a non-town site.

c.) External Links from the Town Site: The Town, in its sole discretion, may add links to its site which allow its users to access other sites when such a link will further the intent of this policy. Those sites may include, but are not limited to, the following:

- Federal, State and County Government and the official website of those elected to represent the Town therein;
- University System of NH
- Local and Regional Broadcast, Cable and Print Media;
- Units of Local Government such as the Oyster River Cooperative School District or other towns or cities or units thereof;

- Any utility regulated or franchised by the state Public Utilities Commission or the Town which serves the community or portions thereof;
- An association or agency funded in whole or in part by the by the Town (i.e. Oyster River Youth Association, McGregor Ambulance);
- A public or professional interest association which the Town, its employees, or officers have joined (i.e. New Hampshire Municipal Association, Government Finance Officers Association, Tax Collectors Association, etc.);
- A not-for-profit corporation to which the Town makes an annual appropriation.

The Town will not link to the following except under circumstances provided for in this section:

- Commercial sites or the sites of other public or private organizations or corporations excepting those that have been retained by the Town, or established a partnership with the Town to help meet its strategic goals (e.g. CodeRed, Avitar); and
- Electioneering or Political sites excepting those efforts for which the Town has taken an official position of endorsement (e.g. “Donor Town” Tax).

Additional sites the Town will generally not link to include individual or personal home pages or those which:

- Violate the Town’s equal opportunity norms or values, or content contrary to the policies or ordinances of the Town;
- Promote or exhibit hate, bias, or discrimination, or advocate for, illegal drugs or illegal activities;
- Promote any religion or religious viewpoint;
- Make claims or representations in violation of advertising or consumer protection laws or infringe on any trademark, copyright, or patent rights of another;
- Contain libelous slanderous or otherwise defamatory content, generally offensive language, depiction of extreme violence, or obscenity; and
- Contain content that a reasonable citizen may not consider to maintain the dignity and decorum appropriate for government.

The Town may link to any community service organization that provides assistance or vital services to the community such as food pantries, soup kitchens, homeless shelters, substance abuse counseling centers, etc. and the Town may allow the link if the Town believes that the link serves the stated intent of the Town’s site by informing members of the community of services available within the Town. The Town will not link to a community service organization if the Town determines that said link will result in the endorsement of any religious or political viewpoint. In determining whether a link will result in such an endorsement, the Town may follow the link and review the content of the resulting page. By providing a link to a community service organization, the Town shall not be construed as advocating or adopting any political position of that community service organization on any issue. The Town may request such information as it deems necessary to ensure that the above-stated criteria are met.

The link will contain only the name of the organization or service linked to, a logo, and a brief description. The Town reserves the right to determine where such external links will appear on its site.

Any site that the Town links to must open to a “home” or “start” page which (a) contains a valid HTML title tag that provides the name of the site or the organization that operates the site and (b) provides readily identifiable contact information including an e-mail or postal address, or telephone number. Any such site may not include a programming feature that “traps” the user and does not allow them to return to

the Town's site by clicking the browser "back" button or clicking on a preinstalled link to come back to the Town's site.

Those seeking to have a link placed on the Town's site must submit a request to the Town Administrator, who will determine if the link would be in keeping with this policy.

The Town Administrator shall develop and implement a plan to periodically monitor the content of the sites to which it links. If the Town finds any site is no longer in conformance with this policy, or it does not maintain current material or present a technically quality site (e.g. out of focus images) it reserves the right to, without notice, remove the link forthwith. Any such third party will thereafter have to make an application for reinstatement and satisfactorily demonstrate it is in compliance with this policy.

d.) External Links to Town Site: The Town will allow other parties to link to the Town's site without prior written permission provided that it is not a site that this policy would generally prohibit the Town from linking to and is otherwise in conformance with this policy. However, those linking to the Town's site should understand that content and internal web links may change at any time without notice and the site may be out of service, at any time, for maintenance or unanticipated interruptions. No party shall link to the Town's site in a way as to make it appear the Town's site is an integral part of its site, capture pages within frames, present the Town's site content as its own, otherwise misrepresent this site's content or misinform users about the origin or ownership of its content, or imply it has the endorsement of the Town for its services, products or activities.

e.) Activities on the Town Web Calendar: Postings on the site calendar shall be restricted to official Town activities or those which the Town has officially sponsored.

f.) Retention of Materials Published: Materials published on the website, excepting those published in the so-called "Red Banner" which shall be considered a "transitory correspondence" no longer needed for reference (RSA. 33-A:3-a, XXV) shall be retained on the site for five years. Information removed thereafter shall be maintained in paper or electronic format until such time – if at all – as it may be disposed of in accordance with the schedule in RSA 33:A:3-a after consultation with the Municipal Records Committee.

g.) Use for Compliance with RSA 91-A & Other Requirements: To the extent consistent with statute and Town policy or ordinance, the website shall be used as one of the posting locations for compliance with the posting requirement for public notices for meetings, public hearings, bidding, employment and the like. In the event of any cancellation or change in the posting of such a meeting or event, it shall be the responsibility of the party who initially posted it or asked for it to be posted to take appropriate action so that the public is notified of the change in a timely manner. The minutes of all Boards and Committee meetings shall be posted on the website as well.

h.) Third Party Endorsements, Releases & Notices: Adding a link from the Town's site to other sites, when deemed appropriate to furthering the intent of this policy, does not constitute an endorsement or approval of that third party's service or activities. Some of the material on the Town's site may have been generated by third parties who have granted the Town permission to use it. Those parties retain ownership of the material. Persons seeking to use or modify those materials including, but not limited to, icons, graphics, and general content will need to contact the owner of such materials directly. The Town will not act on their behalf to seek such permission. Web sites the Town may link to are not controlled, maintained or otherwise regulated by the Town. The Town is not responsible for the content of those web sites. Visitors to those sites use the information voluntarily at their own risk and must conduct their own due diligence appropriate to the use of any such materials. Visitors to external sites linked from the Town's site are advised to contact the operators of those sites with any questions about accuracy, copyright

compliance, legality, security, privacy or right to reproduce or otherwise use their materials, including graphics and logos, thereon.

i.) Privacy & Use of Data: The Town may not use its web site to:

- Record personal information about our users and their visits for commercial purposes;
- Send unsolicited email regarding any commercial offers or advertisements; and
- Disclose, sell, rent or otherwise distribute personal information to any third party, unless such data must be released in accordance with law.

The Town may use its web site to:

- Record statistics to monitor overall site traffic to ensure users of the site are able to access information in an effective manner and to determine means to continually improve the site to better suit the users' needs (i.e. which pages get the most/least traffic, the most effective means of communication such as graphics, text, and links and our effectiveness in communicating urgent messages to the population during emergencies). In keeping with industry standards we will record the following information about users:
  - o The Internet domain and/or IP address from which users access our site;
  - o The type of browser and operating system used to access our site
  - o The date and time of a user's visit;
  - o The pages visited; and
  - o The address of any Web site that users link to us from.
- Provide electronic payment capabilities by check, credit card or other means. Any related personal and/or payment information transmitted may only be collected, processed and disclosed to complete an online transaction and for record-keeping for such activities as billing, permits, licenses and other business-related purposes.
- Respond to a user's request for information or a user's submission of information, or to complete an online application transaction. In receiving such personal information as is commonly contained in an e-mail or filling out and submitting an application or other online form, the Town may use that information to respond to the user. Any such information is treated by law the same as if it had been submitted by any other method of delivery.
- Inform the general public, through data in bulk aggregate form, of our annual activities or perform any other such action in fulfillment of this policy.

j.) Site Security & Technology: The Town will use, and require of any associated vendors, state of the art encryption technology, browser cookies, and the like. The Town will display, and require the same of any associated vendors, visible indicators of active encryption technology and take all reasonable precautions to safeguard the confidentiality of information. If any data transmitted to the Town, or its associated vendors, or stored data is disrupted or corrupted by any third party, it shall forthwith issue the appropriate public notice and contact the individuals whose data is involved to so notify them.

The Town's site may transfer information to the computer of a user through cookies or other technology. The Town recognizes that some users may prefer to modify their computer settings to refuse such cookies and will not accept any responsibility for diminished usefulness of our web site if a user does so.

k.) Disclaimer: The Town reserves the right to revise this Policy without prior notice when it is deemed to be in its best interests.

The Town will make every attempt to ensure the information on its site is accurate and up to date. Relying upon materials contained thereon is at the sole risk of the user. Persons needing official, final, or “certified” copies of documents for legal or other transactions must obtain those directly from authorized Town agents as provided for in RSA 91-A and Town policy.

The materials and information contained on or obtained from our site will be distributed and transmitted “AS IS” without warranties of any kind, either express or implied, including without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose. Information contained on the site, including information obtained from sites accessed through external links thereon, is to be provided without any representation of any kind as to its accuracy or content and should be verified by the user. The Town is not responsible for any general, direct, special, indirect, incidental or consequential damages that may arise from the use of, or the inability to use, the site and/or the materials contained on the site whether the materials contained on the site are provided by the Town or by a third party.

The Town recognizes that, even with our best efforts to protect the confidentiality of user information and the information we display, it is not always possible to avoid human error or prevent unauthorized access to, unauthorized disclosure of, or disruption or corruption of data. The Town, in the event of unauthorized access, unauthorized disclosure, third party intervention, or when any loss occurs due to error, omission, or inaccurate information being displayed on the site, reserves the right to recover any expenses it incurred, unpaid fees or taxes owed to it.

l.) Notices: The Town will post appropriate notices throughout its site at locations which, in its sole discretion, are deemed to be most appropriate and in accordance with industry best practice. Such notices will include, but not be limited to, the following:

- A copy of the policy;
- The means to obtain final, official, or certified copies of documents;
- A user friendly statement of our privacy, security and technology, and indemnification policy;
- A notice that the Town does not endorse the service, activity or product or entity for which a link may be provided, and the Town is not responsible for the content or availability of the same;
- A means for people to notify us if they find any information that is incorrect or links are not working or are deemed inappropriate in accordance with this policy; and
- Indemnification:

m.) Indemnification: In using the Town’s site, users shall agree to indemnify and save harmless the Town of Lee, its employees, officers, successors and assigns from any and all claims and causes of action arising out of their use of the site, including the payment of any and all damages awarded as a result thereof and the payment of legal costs including attorney fees, by the user or any third party in connection with their use of the site, materials contained thereon, or materials obtained from a third party site.

n.) Complaints: The Town will acknowledge the receipt of any complaint from a person with respect to material contained on the site or links established thereon. The Town will conclude its review of the complaint and advise the complainant within 45 days of receipt of the complaint including their right to appeal if they are aggrieved by the decision. Action in response to a complaint may include:

- Correction of any incorrect information;
- A finding there is no basis for the complaint;

- A referral to the Strafford County District Attorney (when the complaint alleges obscene or otherwise illegal material or activities); or
- Other action taken in accordance with this policy statement. The Town Administrator shall, through his weekly report, keep the Board advised of the receipt and status of the processing of any such complaints.

**6.) Violations:**

Noncompliance with these policies by users shall not be tolerated and dealt with in strictest terms in accordance with law. Whenever such a violation shall become known, the Town Administrator shall so notify the party involved. If the matter is not satisfactorily addressed by the notified party, the Town Administrator, after consulting with the Select Board, may refer the matter to the Town’s Attorney for appropriate and reasonable action including, but not limited to removal of the link established hereunder, a cease and desist notification, and a suit in equity.

**7.) Appeals:**

Any party aggrieved by the decision of the Town Administrator including, but not limited to, a refusal to grant permission to re-use site material, grant a web link, or post the number or type of documents being requested, may appeal the matter to the Select Board, on a form to be designated by the Town Administrator, together with any and all materials that would be submitted at an appeal hearing, within fourteen days of having been notified of said decision. Such Appeal shall be placed upon the agenda of the next regular business meeting of the Board, for which the Agenda remains open, where the Board will consider the matter and determine whether or not to have a formal hearing. The timetable after that shall be as established by the Board and its decision in any such matter shall be final.

**8.) Evasion of This Policy:**

The intent of this policy is to guide the staff in developing and maintaining the Town web site and electronic newsletter. It shall be a violation of this policy, and a disciplinary offense, for staff to act in any manner other than prescribed herein.

**9.) Periodic Review and Revisions:**

Annually, at the time of goal setting for the budget, the Town Administrator shall review this policy with staff to determine how effectively it is meeting its purpose. Suggested revisions shall be submitted to the Board for consideration and adoption with the annual budget submitted by the Town Administrator.

**Adoption:** Whereas this fulfills our intent for uniform procedures throughout the organization, we do hereby adopt the provisions of this policy on this \_\_\_ day of \_\_\_\_\_ 2015.

**Effective Date:** This policy shall be effective on \_\_\_\_\_ 2015

\_\_\_\_\_  
Carole Dennis, Chairwoman

\_\_\_\_\_  
Scott Bugbee, Selectman

\_\_\_\_\_  
John R. LaCourse, Selectman



## Lee volunteer appreciation and awards program

The people that volunteer their time, efforts and material resources to the town of Lee committees, boards, commissions and activities are the energy that that keeps Lee moving forward in providing a modern up to date selection of services and activities to the town residents and the towns administration.

Realizing the value of our volunteers and showing our appreciation for their services on an on-going basis is very important to ensuring a strong base of volunteers that are willing to provide their time and efforts to the town.

The following is the proposed program for volunteer appreciation.

Level One – Ad Hoc projects with specific goal limited time ending with a submission of report.

ALL participating volunteers will receive a letter of appreciation upon completion of a specific project. The letter will be signed by the chairman or head of the project as well as the designated Selectman representative. The Chairman or head of the project will receive a letter of appreciation signed by the BOS/TA. The group receives recognition at the volunteer dinner

Level Two – Service on a Board, Commission or Committee.

All committee members receive a letter annually thanking them for their service during the past year and welcoming their future service. Signed by the Chairman and the designated Selectman. Chairman receives letter signed by the BOS/TA and specific recognition at the volunteer dinner.

Level Three – Service on multiple committees

Volunteers who have served simultaneously on more than one committee receive Certificate of Exemplary service presented at the volunteer dinner. The certificate is signed by the BOS/TA.

Volunteer Fireman / First Responders – As established by the Chiefs of the Department.

ANY committee chairman or BOS member / TA can at anytime request special recognition for a volunteer that has provided services beyond norm expected.

A volunteer dinner for volunteers and their spouse will be held annually and attended by all the BOS members, Town Administrator, Town Department Directors, Managers and Chiefs.

Special awards for long term services or providing of skills or equipments will be provided at the request of a chairperson or other town official



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

Office Use Only

Meeting Date: May 23, 2016

Agenda Item No. 9a

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**5/23/2016**

**Agenda Item Title: Committee and Commission Applications**

**Requested By: Select Board** **5/19/2016**

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

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

**Description: Present the Board with applications for appointments to the Planning Board and Zoning Board of Adjustment**

**Financial Details: N/A**

**Legal Authority NH RSA 41:8; 673:2; 673:3; 673:4-b; 36-A:3; 35-B:4**

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

**REQUESTED ACTION OR RECOMMENDATIONS:**

**Motion: Move to approve Roy Wilson as an alternate to the ZBA for a 3 yr term;  
and Wayne Lehman to the Planning Board for a full membership 3 yr term**



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

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

Applicant's Name: Roy Wilson  
Address: 20 ORCHARD WAY Phone/Cell: 1-516-996-6711  
# of Years as a Resident: OWNED PROP SINCE 1992  
Email address: ROYWMA@CONSULT@OUTLOOK.COM

Full Membership (3 year term) position applying for: /  
Term Expires on the following date: /  
Alternate Position (3 year term) position applying for: ZBA  
Term Expires on the following date: \_\_\_\_\_

I feel the following experience and background qualifies me for this position: CIVIL ENGINEER  
PE PROF (RETIRED) COLUMBIA UNIV

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

Roy L Wilson  
Signature

5/2/16  
Date

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

**TOWN OF LEE**  
**PLANNING/ZONING/CODE ENFORCEMENT/HEALTH**  
**7 Mast Road**  
**Lee, New Hampshire 03861**

May 16, 2016

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

Dear Select Board,

The Planning Board Rules of Procedures outline that the Planning Board meet and interview any citizen interested in serving on the Board and then make a recommendation to the Select Board.

At the May 12, 2016 meeting, the Board interviewed Wayne Lehman for an alternate position and are now requesting that the Select Board appoint him as an alternate member with a term to expire March 2019.

We hope you honor are requests and if you should have any further questions, please let me know.

Sincerely,



Robert P. Smith, Chairman  
Lee Planning Board



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

APPLICATION FOR APPOINTMENT TO A BOARD, COMMISSION OR COMMITTEE

Applicant's Name: Wayne L. Lehman

Address: 8 Durgin Dr, Lee, NH 03861 Phone/Cell: (Home) 603-397-5171

# of Years as a Resident: 13 Years (Cell) 603-817-4609

Email address: wacast@comcast.net

Full Membership ( 3 year term) position applying for: Planning Board

Term will expire on the following date: 2019

Alternate Position ( 1 year term) position applying for: Planning Board

Term will expire on the following date: 2017

I feel the following experience and background qualifies me for this position: Formally I was a memeber of the San Ramon Valley Regional Planning Commission in Contra Costa County, CA, where I sereved as a commissioner for four years. Please see attached resume for details.

Multiple horizontal lines for additional text or notes.

Wayne L. Lehman
Signature

03-26-2016
Date

You are welcome to submit a letter or resume with this form. New applicants who have not previously served are requested to attend a Select Board Meeting to express their interest. Applicants will be notified of the meeting date in advance. Thank you for your application and interest in the Town of Lee.

# Wayne L. Lehman

8 DURGIN LN  
LEE, NH, 03861

PHONE: 603-397-5171  
E-MAIL: [wacast@comcast.net](mailto:wacast@comcast.net)

## Summary of qualifications

I have developed, managed, and directed programs and assigned personnel in both the public and private sector. I have provided instruction and training to both US and foreign law enforcement personnel and other students in numerous advanced homeland security and law enforcement subjects both at home and abroad. I have interfaced with various law enforcement, government, and business organizations, working closely with varied responsibility levels of these groups. I have been directly responsible for and involved in many complex and sensitive investigations.

## Education

***February, 1969 to June, 1975***

Chabot College, 25555 Hesperian Blvd, Hayward, CA 94545  
**Associate of Arts Degree** – Justice Administration

***September, 1975 to September, 1978***

Golden Gate University, 536 Mission St, San Francisco, CA 94105  
**Bachelor of Arts Degree** – Justice Administration

***September, 1978 to June, 1980***

Golden Gate University, 536 Mission St, San Francisco, CA 94105  
**Master of Public Administration Degree** – Administrative Organization and Management

## Professional experience

***July, 2013 to June, 2014***

Daniel Webster College, 20 University Dr, Nashua, NH 03063  
Dr. Deborah Jameson, Dean, School of Business and Management  
603-577-6161, [djameson@dwc.edu](mailto:djameson@dwc.edu)

**Assistant Professor, Homeland Security Program Chair**

- Manage Homeland Security Program and provides instruction and training to students, advises assigned students on educational matters, develops course materials, and preforms other assigned tasks.

***January, 2010 to June, 2013***

Daniel Webster College, 20 University Dr, Nashua, NH 03063  
Christopher Hickey, Assistant Professor, School of Business,  
Management, and Professional Studies  
603-577-6084, [chickey@dwc.edu](mailto:chickey@dwc.edu)

**Adjunct Faculty**

- Developed college level course material and provided instruction and training to assigned students in various subjects, including Crisis Management, Vulnerability and Threat Assessment, Risk Management, Ideology Conflicts and Terror, Continuity and Recovery, Criminal Law, Interview and Interrogation, among others.

***January, 2005 to March, 2009***

McIntosh College, 23 Cataract Ave, Dover, NH, 03820  
Thomas Diskin, Criminal Justice Program Chair (Retired), 207-522-0617,  
[Tomdiskin@aol.com](mailto:Tomdiskin@aol.com)

**Adjunct Faculty**

- Developed college level course material and provided instruction and training to assigned students in various criminal justice subjects, including Crisis Intervention, Criminal Profiling, Cyber Crimes, Criminal Law, Evidence And The Law, Criminalistics, Criminal Investigations, and Management of Security.

***January, 2005 to February, 2005***

Trauma Reduction Inc., 18802 Avenue Biarritz, Lutz, FL 33558  
Dr. Roger Solomon, Director, 716-565-1857, [Rogermsolomon@aol.com](mailto:Rogermsolomon@aol.com)

**Lecturer**

- Provided instruction and training in risk and threat assessment, critical incident command and response, crisis negotiations, and related subjects to law enforcement and related civilian personnel.

***November, 2004 to February, 2008***

State of New Hampshire, Judicial Branch, Administrative Office of the  
Courts, 2 Charles Doe Dr, Concord, NH, 03301  
Jason Jordonhazy, Security Manager, 603- 271-2521,  
[JJordanhazy@courts.state.nh.us](mailto:JJordanhazy@courts.state.nh.us)

**Court Security Officer**

- As a Court Security Officer with the State of New Hampshire's Administrative Office of the Courts, provided security and protection for the judges, court staff, and public. Also Firearms Instructor and Use of Force Instructor, training court personnel.



***May, 2004 to November, 2004***

SAIC, 10260 Campus Point Dr, San Diego, CA 92121, 858-826-6000  
Ron Dervish, Bureau Chief, Professional Development Programs,  
[rdervish@hotmail.com](mailto:rdervish@hotmail.com)

**Advanced Training Supervisor**

- Working in Baghdad, Iraq, as a contractor for the US Department of Justice through SAIC, training senior Iraqi Police personnel. Supervised and directed assigned personnel. Prepared lesson plans and instructional documents for the various classes and programs. Taught classes in Criminal Investigations, Hostage Negotiations, Terrorism, Use of Force, Crisis Management, Election Security, Incident Command, Internal Control, First Line Supervision, and Executive Management, among others. *Secret* security clearance.

***February, 2003 to May, 2004***

State of New Hampshire, Judicial Branch, Administrative Office of the Courts, 2 Charles Doe Dr, Concord, NH, 03301, 603-271-2521  
Kevin Sheehan, Security Manager (Retired), [ksheehan@metrocast.net](mailto:ksheehan@metrocast.net)

**Court Security Officer**

- As a Court Security Officer with the State of New Hampshire's Administrative Office of the Courts, provided security and protection for the judges, court staff, and public. Also actively involved as Firearms Instructor and in Use of Force training as a member of training staff for court personnel.

***July, 2003 to May, 2004***

Town of Barrington, 41 Province Lane, Barrington, NH, 03825  
Carol Reilly, Town Administrator (Retired), 603- 664-9007,  
[townhall@metrocast.net](mailto:townhall@metrocast.net)

**Zoning Compliance/Health Officer**

- On a part time basis, functioned as the Zoning Compliance / Health Officer for the Town of Barrington, New Hampshire.

***May, 2001 to July, 2002***

Pinkerton Consulting and Investigations, 145 Town and Country Dr,  
Suite – 105, Danville, CA 94526  
Albert Valencia, Investigations Supervisor (Retired), 925-837-2223

**Risk and Security Consultant/Investigator**

- On a contract basis, consulted with Pinkerton Consulting and Investigations in California. Investigated theft, fraud, and misuse of resources as well as workplace violence and harassment

incidents. Performed security and threat assessments. Reviewed existing policies and procedures and recommended processes designed to decrease exposure and prevent potential injuries and losses. Conducted executive and asset protection assignments.

***June, 2001 to July, 2002***

Zymax Envirotechnology, 71 Zaca Lane, San Luis Obispo, CA 93401  
Roxanne Middleton, Service Manager (Retired), 805-544-4696

**Courier**

- On a part time basis, picked up and delivered environmental testing supplies and samples to and from customer and laboratory.

***September, 1999 to May, 2001***

Barton Security at Hewlett Packard, 3000 Hanover St,  
MS 20DAB, Palo Alto, CA 94304

Robert Hedgpeth, Security Manager (Retired), [bob.glock@yahoo.com](mailto:bob.glock@yahoo.com)

**Regional Investigator**

- On a contract basis, the Regional Investigator with Hewlett Packard, Palo Alto, CA. Conducted discreet inquiries into sensitive security matters for major multinational high-tech corporation. Investigated misuse of resources as well as workplace violence and harassment incidents. Conducted process reviews and made recommendations on preventative measures to reduce severity of potential losses. Conducted risk and security assessments that aided in identifying possible exposures and adverse impacts to strategic organization objectives and customer base. Developed and had ownership of current Regional Investigation Process, Incident Tracking Database, and Workplace Audit Program for the Hewlett Packard San Francisco Bay Area Security Group.

***November, 1998 to April, 1999***

Humane Society of Silicon Valley, 901 Ames Ave,  
Milpitas, CA 95035

Christine Benninger, President, 408-262-2133, [pr@hssv.org](mailto:pr@hssv.org)

**Kennel Manager**

- Kennel Manager for Humane Society of Santa Clara Valley. The Shelter handles nearly 45,000 animals per year and employs approximately one hundred people. Responsible for kennel operations, budget, hiring and training kennel personnel, procurement of supplies and services, and welfare of animals at the shelter.

***February, 1976 to January, 1998***

City of Alameda Police Department, 1555 Oak St, Alameda, CA, 94501  
Michael Noonan, Chief Of Police, 510-337-8323,  
[mnoonan@ci.alameda.ca.us](mailto:mnoonan@ci.alameda.ca.us)

**Sergeant** (December, 1978 to January, 1998)

**Police Officer** (February, 1967 to January, 1975 and January, 1976 to December, 1978)

- Retired in 1998, with thirty-one years of progressive experience in municipal law enforcement. Thoroughly experienced in providing leadership and in managing all aspects of a police agency, including personnel administration, planning, recruitment, training, community relations, budgeting, contract negotiations, and conducting complete investigations.

***February, 1975 to January, 1976***

City of Half Moon Bay Police Department, c/o 501 Main Street  
Half Moon Bay, CA 94019, 650-726-8270 (Disbanded June, 2011)

**Detective**

- Served as first Detective of the Department. Responsible for developing policies and standards for the position, as well as for investigating all criminal events and bringing to prosecution all responsible parties.

***February, 1967 to January, 1975***

City of Alameda Police Department, 1555 Oak St, Alameda, CA, 94501  
Michael Noonan, Chief Of Police, 510-337-8323,  
[mnoonan@ci.alameda.ca.us](mailto:mnoonan@ci.alameda.ca.us)

**Police Officer**

- Served in Patrol, Traffic, Investigations, and Administration Divisions. Served as Assistant Firearms Instructor, training department personnel.

**Additional  
professional  
activities**

Established and managed departmental Hostage Negotiations Unit. Trained team members and other law enforcement personnel in critical incident response, negotiations, intelligence gathering and analysis, and crisis management.

Established and managed Police Service Dog Unit. Trained, evaluated, and certified handlers and animals for protection and drug detection work for Unit for over fifteen years. Certified handlers and animals for numerous other California law enforcement agencies for over ten years.

Instrumental in design and implementation of departmental Field Training Program and actively involved in training personnel.

**Community activities**

Member, Racetrack Ad Hoc Committee, Town of Lee, NH. Past member of the Public Safety Committee for the City of San Ramon. Served six years as Parks and Recreation Commissioner for the City of San Ramon. Served four years as member of the Contra Costa County's San Ramon Valley Regional Planning Commission and as a member of the county's R-7B Parks Advisory Board. Served as a member of the City of San Ramon General Plan Review Committee. Past President of Country View Home Owners Association. Past member of the St. Joan of Arc Catholic Church's Building Committee. Past President of several breed specific and all breed dog clubs.

**Accreditations**

Secret Security Clearance, California Community College Instructor Credential, California P.O.S.T. Advanced Certificate, Supervisory Certificate, Canine Team Certification Certificate, FBI Firearms and Chemical Agents Instructor Certificate, Glock Armorer's Certificate, State Of NH Police Standards and Training Firearms Instructor, among others.



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

Office Use Only

Meeting Date: May 23, 2016

Agenda Item No. 9

**BOARD OF SELECTMEN**  
**MEETING AGENDA REQUEST**  
**5/23/2016**

**Agenda Item Title: Committee and Commission Applications**

**Requested By: Select Board** **5/19/2016**

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

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

**Description: Present the Board with applications for appointments to the Facilities Committee, Sustainability Committee, and Recreation Commission**

**Financial Details: N/A**

**Legal Authority NH RSA 41:8; 673:2; 673:3; 673:4-b; 36-A:3; 35-B:4**

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

**REQUESTED ACTION OR RECOMMENDATIONS:**

**Motion: Move to approve Chuck Cox to the Sustainability Committee; Paul Gasowski, Larry Kindberg, and Deborah Schanda to the Facilities Committee; and Annette Brown to the Recreation Commission for a 3 yr. term.**



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

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

Applicant's Name: Chuck Cox

Address: 36 Capt. Smith Emerson Rd Phone/Cell: 868 1822

# of Years as a Resident: 35

Email address: tuckawayfarm@comcast.net

Full Membership (3 year term) position applying for: Lee Sustainability Committee

Term Expires on the following date: 5-17-2019

Alternate Position (3 year term) position applying for: \_\_\_\_\_

Term Expires on the following date: \_\_\_\_\_

I feel the following experience and background qualifies me for this position: Member

of Lee Agricultural Committee. Served 5 years -

Oyster River School District Sustainability Committee

Experience in Farming and Construction -

Alternative energy

Chuck Cox  
Signature

5-17-2016  
Date

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



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

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

Applicant's Name: LARRY A KINDBERG

Address: 12 LEE HILL RD, LEE, NH Phone/Cell: 603-292-5790  
603-475-3207 (C)

# of Years as a Resident: 10 YRS

Email address: LARRYKINDBERG@COMCAST.NET

Full Membership (3 year term) position applying for: FACILITY COMMITTEE

Term Expires on the following date: \_\_\_\_\_

Alternate Position (3 year term) position applying for: \_\_\_\_\_

Term Expires on the following date: \_\_\_\_\_

I feel the following experience and background qualifies me for this position: \_\_\_\_\_

PREVIOUS MEMBER OF TOWN CENTER COMMITTEE

CHAIRMAN OF RECREATION COMMISSION

\_\_\_\_\_

\_\_\_\_\_

Larry A. Kindberg  
Signature

5/10/16  
Date

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



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

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

Applicant's Name: Deborah Schanda

Address: 18 Hale Farm Road Phone/Cell: 603-969-4774

# of Years as a Resident: 26

Email address: deborahschanda@gmail.com

Full Membership (3 year term) position applying for: Facilities Committee Member

Term Expires on the following date: current through June 30, 2017

Alternate Position (3 year term) position applying for: \_\_\_\_\_

Term Expires on the following date: \_\_\_\_\_

I feel the following experience and background qualifies me for this position: I am a certified Project Management Professional working in this capacity for over 15 years.

I've lived in the Town of Lee for ~ 26 years working with the children in the early years as a coach for Odyssey of the Mind, Girl Scout volunteer and in the more recent years as the Treasurer for the Friends of the Lee Library.

I served as a committee member on the Town Center Committee from July 2015 through ~ February 2016. While serving on the Town Center Committee, I served with 2 additional members to finalize the 'findings' document that was presented to the Board of Selectman during in January / February of 2016.

I look forward to continuing my efforts in helping to plan for the future space needs of the Town of Lee while preserving and bettering the historic and aesthetic qualities of the town.

Deborah Schanda  
Signature

May 15, 2016  
Date

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





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

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

Applicant's Name: PAUL L. GASOWSKI

Address: 46 LAMPREY LANE Phone/Cell: 659-5273

# of Years as a Resident: 31

Email address: pigasowski@lee@gmail.com

Full Membership (3 year term) position applying for: FACILITIES COMMITTEE

Term Expires on the following date: \_\_\_\_\_

Alternate Position (3 year term) position applying for: \_\_\_\_\_

Term Expires on the following date: \_\_\_\_\_

I feel the following experience and background qualifies me for this position: \_\_\_\_\_

PREVIOUS COMMITTEES: TOWN CENTER (2009), TOWN CENTER (2015),

LIBRARY BUILDING COMMITTEE (2012)

CURRENT COMMITTEES/COMMISSIONS: AG COMMISSION (2006 - PRESENT),

SUSTAINABILITY COMMITTEE (2016)

Paul J. Gasowski

Signature

19 MAY 2016

Date

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



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

APPLICATION FOR APPOINTMENT TO A BOARD, COMMISSION OR COMMITTEE

Applicant's Name: ANNETTE BROWN

Address: 11 THORNTON LN Phone/Cell: 292-6230

# of Years as a Resident: 9

Email address: caryandann@gmail.com

Full Membership ( year term) position applying for: RECREATION

Term will expire on the following date: \_\_\_\_\_

Alternate Position (\_\_\_\_ year term) position applying for: \_\_\_\_\_

Term will expire on the following date: \_\_\_\_\_

I feel the following experience and background qualifies me for this position: WILLINGNESS

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

Annette Brown  
Signature

5-15-12  
Date

You are welcome to submit a letter or resume with this form. New applicants who have not previously served are requested to attend a Select Board Meeting to express their interest. Applicants will be notified of the meeting date in advance. Thank you for your application and interest in the Town of Lee.

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0  
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Black

Green

### ROUND CAN STATION w/The MittN BAG™ SYSTEM - DEPOT-029-B

price each: **\$199.00**

### DOG WASTE STATION WITH ROUND CAN and The MittN Bag™ SYSTEM – COMES WITH EVERYTHING!

- Post
- Sign
- The MittN Bag™ Dispenser
- **Round** Can w/lid
- 400 bags of: The MittN Bag™
- 50 Can Liners
- **Installation Instructions**
- Hardware

Choose **GREEN** or **BLACK**, Powder Coated to last!  
100% Aluminum/Metal – not poly plastic!

Select Color

Qty: 1

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The MITT Bag™ WILL FIT ANY  
HEADER BAG DISPENSER



**20 Headers of 100 Bags Inside!**  
**The MittN Bag™ – Case of 2000**



**The MittN Bag™ HEADER DOG WASTE BAGS - Case of 2000 - DEPOT-999**

(5 of 5 bones)

Our CHEAP PRICE: **\$49.00**

Compare **The MittN Bag™** to Mutt Mitt® and others!

FITS Mutt Mitt® and other Header Dispensers!

**Color • Thickness • Size • End Pouch**

**HALF THEIR PRICE** at just **\$49** per case!

**\*\*\*ALWAYS FREE SHIPPING\*\*\***

**The MittN Bag™ Specs:**

- 2000 bags per case (20 Headers of 100 bags)
- Bags size: 8" W x 13" L with 5" mitten-style pouch
- Bag Thickness: 0.7 mil
- End pouch forms a 'glove' or 'mitt' for waste pick-up
- Color: Dark green opaque so you can't see through
- Header Slots are 5" on-center spacing – fits all header dispensers
- Case weight: 14 lbs

**\*\*\*Fits The MittN Bag™ Dispenser – Item #: DEPOT-919\*\*\***

Why does Mutt Mitt® charge **2X** our price for a comparable bag?

Why buy theirs when you can get **The MittN Bag™** for **HALF THE PRICE?**

**\*\*\*ALWAYS FREE SHIPPING\*\*\***

**Item #: DEPOT-999**

**FREE SHIPPING EVERY ORDER**

[Click for details](#)

Order Toll **FREE**



800 678 1612



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## Park Dispenser Kit w/ 2-ply HHP



[View Additional Images](#)

Purchased as a kit SAVES you \$30! Kit includes:

- 1 dispenser
- 1 sign (generic)
- 1 post (5' - 8.5')
- 1 case 2-ply mitts (800 count)
- 1 hardware set

[View Dispenser Spec Sheet \(PDF\)](#)

[View Installation Spec Sheet \(PDF\)](#)

Item Number: PD-KIT-HHP

**Special Pricing**

Buy 6 Green for \$185.00 each

Buy 6 White for \$185.00 each

Buy 6 White for \$185.00 each

**Size/Color**

Green \$192.00 ▼

**Quantity** 1

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OF THE 2016 WESTMINSTER  
KENNEL CLUB DOG SHOW

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## Waste Receptacle with lid 10 gal.-GREEN



- o Shipping: FREE
- o Colors: empire green, black
- o Dimensions 12" Dia. x 24" High
- o All weather baked enamel finish
- o 16 gauge perforated steel
- o Drain holes in bottom
- o Retainer bands hold poly [liners](#) in place
- o Capacity: 10 gal.
- o Weight: 16 lbs.

[View Spec Sheet \(PDF\)](#)

**Item Number: WR-10-G**

Unit Price: \$198.00

Special Pricing

Buy 6 for \$188.00 each

Quantity 1

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Visit our  
[Promotions Page!](#)

## Park Dispenser Kit w/ Single-ply Mitts



[View Additional Images](#)

Purchased as a kit SAVES you \$30! Kit includes:

- 1 dispenser
- 1 sign (generic)
- 1 post (5' - 8.5')
- 1 case Single-ply mitts (2,000 count)
- 1 hardware set

[View Dispenser Spec Sheet \(PDF\)](#)

[View Installation Spec Sheet \(PDF\)](#)

Item Number: PD-KIT-SGL

**Special Pricing**

Buy 6 Green for \$204.00 each

Buy 6 White for \$204.00 each

Buy 6 Yellow for \$204.00 each

**Size/Color**

Green \$215.00 ▼

Quantity 1

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**PROUD SPONSOR**

OF THE 2016 WESTMINSTER  
KENNEL CLUB DOG SHOW

# NEW HAMPSHIRE ELECTRIC COOPERATIVE 2016 Official Ballot

Completely fill in the oval opposite the name of each candidate you wish to vote for as shown. ●  
**Please use black ink only. Do not use red ink.**  
Place your completed ballot in the green, postage-paid return envelope and mail.  
**Ballots must be received by 4:30 p.m., Wednesday, June 8, 2016.**  
Ballot counting will start on Thursday, June 9, 2016 at the Co-op's Plymouth Headquarters facilities beginning at 8:00 a.m.

## Ballot 1 Question 1 Election of Directors

**VOTE FOR NOT MORE THAN FOUR (4)**

**Ballots with more than four (4) votes will be voided**

**Statements from candidates appear in the accompanying brochure**

**Please read the Nominating Committee's report in the enclosed brochure**

- Georgie Thomas**  
*Nominated by Nominating Committee*
- Carolyn Kedersha**  
*Nominated by Nominating Committee*
- Joseph Kwasnik**  
*Nominated by Nominating Committee*
- Maurice "Moe" Lafreniere**  
*Nominated by Nominating Committee*
- Thomas Mongeon**  
*Nominated by Nominating Committee*

---

### Write-in Candidates

- \_\_\_\_\_  
*Write-in*
- \_\_\_\_\_  
*Write-in*
- \_\_\_\_\_  
*Write-in*
- \_\_\_\_\_  
*Write-in*



## CAROLYN KEDERSHA

**NHEC Service Location:** Tuftonboro, NH  
**Nominated By:** Nominating Committee



Carolyn Kedersha CPA, CFA, graduated from George Washington, B.A. Accounting, and Rutgers, MBA Finance. From 1988 - 2013, Carolyn worked as a senior executive at BNY Mellon. Prior board experience included, chairing the Strategic Planning Committee and serving on the Finance Committee. In 2013, she earned the designation of Governance Fellow, from the National Association of Corporate Directors.

Running for the NHEC board was an easy decision for me. I have grown to appreciate the cooperative business model and how it works for all of its members. Keeping rates low, expenses lean and reliability high remain as my single focus in serving you, our members.

I will seek better methods of informing Co-op members of the challenges the Co-op faces and specific detail as to how Co-op chose to overcome these challenges. If I am elected, I will:

- Use my skill in analytics to seek lower cost solutions to buying and delivering electricity.
- Go Beyond the Peak! as technology, is redefining members' expectations. Greater Comfort – Lower Bills, success in either is not guaranteed. I will push for tools to help you achieve it!
- Deliver a dashboard of metrics so that you can understand what the Board is measuring and how we compare.

I have a well-rounded perspective of the inner workings of a board and the hard work that goes into creating effective governance systems. It would be an honor to serve the members of the cooperative. I ask for your vote so that I may serve you.

## JOSEPH M. "JOE" KWASNIK

**NHEC Service Location:** Jackson, NH  
**Nominated By:** Nominating Committee



During this term as a Director of your cooperative, I served as Vice Chairman of the NHEC Board and helped the Board achieve several member-focused successes including:

- Hiring an extremely capable successor to our long-time President.
- Implementing an Enterprise Risk Management system within NHEC to identify significant risks to NHEC and develop means of addressing them.
- Proposing electronic voting for members, which was passed by the membership in June 2015.

If elected to another term, I hope to help lead the Board to achieve similar progress in:

- Reducing members' electric bills through enhanced on-bill financing programs for energy efficiency and renewable energy investments by individual members.
- Stabilizing and reducing spending at NHEC while continuing to maintain reliability and good service to members.
- Developing and implementing a new strategic plan. This strategic plan will be essential in ensuring that NHEC is prepared to address the rapid technology challenges now facing electric utilities and to ensure NHEC's sustainability for future generations of members.

With the retirement of our long time Board Chairman this June, I plan to run and hope to be elected as Chairman of NHEC's Board to carry on this work.

I have led the environmental division of a major international electric company and worked as an environmental/energy consultant. I have a BA in geology from the University of Connecticut and a MS in environmental engineering from the University of Massachusetts.

Please contact me at 603-730-7148 or [jkwasknik25@gmail.com](mailto:jkwasknik25@gmail.com) and thank you for your vote.

## MAURICE "MOE" LAFRENIERE

**NHEC Service Location:** Holderness, NH  
**Nominated By:** Nominating Committee



We are exposed to change daily, and much of it is driven by technology. Artificial intelligence, augmented reality, robots, driverless cars, distributed generation, solar, wind, battery storage, and predictions that soon, electric cars will be the norm. How these disrupters will affect our Cooperative remains mostly unknown, but they will.

I'm Maurice "Moe" Lafreniere, a resident of Holderness and 40-year member of our Cooperative. Following a 25-year career in manufacturing, I joined The Common Man Family as Chief Financial Officer, a position I've held for 16 years.

I'm asking for your support, and if elected to the NHEC Board, my commitment is simple – members come first!

NHEC is unique because it can embrace change without the task of asking permission and dealing with burdensome, and costly, regulation. As an example, we are leading the way in our efforts to reduce peak demand.

How do we deal with change, is the question. If elected, I will work to preserve the purpose, vision, mission, values and service of our Cooperative, as some things should never change.

We must manage the business so that members benefit, embrace technologies that create efficiency, control costs, and promote economic growth and prosperity. We must remain active in our communities by maintaining our social and economic activities.

I am a strong believer in mutual/cooperative forms of ownership, and if elected to represent you, I pledge to use my years of experience in business development, ownership and finance to stay current on all matters relevant to our Cooperative.

## TOM MONGEON

**NHEC Service Location:** Rumney, NH

**Nominated By:** Nominating Committee



This year our Co-op is updating our strategic plan to prepare for the rapidly changing energy industry. We need to ensure that we continue to meet member needs, provide stable rates, minimize energy and transmission price increases, and maintain reliability while addressing cyber security, energy efficiency, solar, and other issues.

I have experience helping organizations with strategic planning, collaborations, conflict resolution, and board and staff efficiency. My experience includes:

- Hold executive role with over 30 years in strategic planning, management, engineering, renewable energies, business planning, marketing, and board governance/operations;
- Worked at an electric utility and ISO New England, the electric grid operator and administrator of wholesale electric markets;
- Maintain certification as a Licensed Professional Engineer (P.E.) in electrical power, participating in ongoing/continuing education;
- Act as CEO of a non-profit reporting to a board of directors;
- Led organizations and projects and managed change for corporations including GE, Honeywell, United Technologies, and a semiconductor distributor of high-tech electronics;
- Served as a management consultant helping organizations operate efficiently;
- Served as Chairman - NH IEEE Power and Energy Society; Vice Chairman - Hampton Energy Committee; Vice President - local school board of directors;
- Earned a Master's in Engineering Management (the engineer's MBA);
- Earned a Bachelor's in Electrical Engineering.

I am an outdoorsman with a lifelong commitment to our environment, New Hampshire, and to community service projects, including the Special Olympics and environmental conservation organizations.

As your Co-op representative I will always be mindful how decisions affect our members.

Thank you for your vote.  
tom\_mongeon@yahoo.com

## GEORGIE THOMAS

**NHEC Service Location:** Intervale, NH

**Nominated By:** Nominating Committee



### Work Experience

30-plus years experience in the finance field. Five years as Vice President, Government Banking Division Citizens Bank NH. Eighteen years as NH State Treasurer, responsible for investment and debt management for the State of New Hampshire. Also served as: Budget

Director Yankee Publishing; Treasurer Penntech Papers (a subsidiary of Domtar Paper); service in the Treasurer's Department of Exxon Corporation, developing the four year financial outlook for world-wide operations and financing the TransAlaska Pipeline.

### NH Electric Co-op

Chair--Audit Committee; on Member Solutions Committee  
Trustee NHEC Foundation  
Credentialed Cooperative Director  
Board Leadership Certificate

### Additional Comments

The Cooperative faces complex and interesting challenges in the years ahead. The trends which began with consumer choice of power supply and continue in self generation, energy efficiency, and renewable, affordable energy have changed the environment permanently. Resolving these challenges will require innovative and thoughtful measures.

I have served on the Board for 4 terms and have a deep interest in maintaining the health and viability of the Cooperative's existence and its dedication to serving its members. Service to our members and consumers is our number one priority. The Cooperative also must ensure that each of our members receives the benefits of our efforts to provide reliable, responsible service.

My years of financial experience in the public and private sectors, finding a way to do more with less, provide me with the knowledge and expertise to address the issues the Co-op faces.

Thank you for your vote for re-election.

## 2016 NOMINATING COMMITTEE REPORT

The Nominating Committee unanimously nominated the following five individuals to be on the ballot to fill the four Board seats up for election: Carolyn Kedersha, Joseph Kwasnik, Maurice "Moe" Lafreniere, Thomas Mongeon, and Georgie Thomas. All of these candidates are highly qualified to serve the best interest and future needs of the Co-op.

The Nominating Committee is appointed in accordance with NHEC's Code of Bylaws. The Committee's primary objective is to evaluate applicants and to nominate the candidates they believe will contribute the most to the governance of the Co-op. When determining its nominations, the Committee uses its collective best judgment concerning the qualifications of potential candidates, the current and projected needs, challenges and opportunities facing the Cooperative, the overall best interest of the Cooperative, and the effective and equitable representation of the membership. The Committee discusses the skills, experience, knowledge and geographic location of candidates and nominates the candidates it feels have the skills to best meet the needs and challenges of the Cooperative.

This year, the Nominating Committee met three times to assess the strategic needs of the NHEC Board of Directors, conduct interviews, and deliberate the merits of each candidate for nomination. The Committee reviewed 11 Candidate Questionnaires and résumés received by the February 5, 2016 deadline. The Committee interviewed 10 applicants that were considered to have the best potential to be nominated. Following the interview process, Carolyn Kedersha, Joseph Kwasnik, Maurice "Moe" Lafreniere, Thomas Mongeon, and Georgie Thomas were nominated.

The Committee thanks the applicants who participated in the nomination process.

We encourage all members to exercise their privilege, as member-owners of the Co-op, to vote in the 2016 election.

Respectfully submitted, Nominating Committee: Edward French, Chair; Daniel Andrews, Anthony Avrutine, Richard Barisano, Kelly Bolger, Jeanette Heidmann, Charles Henderson, Neil Irvine, Walter Johnson, Ann Rohrborn, and Alden "Skip" Van Sickle.

*NOTE: The candidate material included in this brochure has*

**TAX COLLECTOR'S WARRANT  
PROPERTY TAX LEVY  
STATE OF NEW HAMPSHIRE**

**STRAFFORD ss.**

**TO: Linda Reinhold, Collector of Taxes for Lee, New Hampshire in said county.**

In the name of the State you are hereby directed to collect the property taxes in the list herewith committed to you, amounting to the sum of Six Million One Hundred Seventy Two Thousand Two Hundred Two Dollars (\$6,172,202.00) and with interest at twelve (12%) percent per annum from July 1, 2016 thereafter, on all sums not paid on or before that day.

And we further order you to remit all monies collected to the Town Treasurer, or to the Town Treasurer's designee as provided by RSA 41:29, VI, at least on a weekly basis, or daily whenever tax receipts total One Thousand Five Hundred Dollars (\$1,500.00) or more.

Given under our hands at Lee, New Hampshire, this Twenty Third day of May in 2016.

\_\_\_\_\_  
Scott Bugbee

\_\_\_\_\_  
John LaCourse

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

Board Of Selectmen  
Lee, New Hampshire



**TOWN OF LEE  
SELECTMEN'S OFFICE**

7 MAST RD, LEE, NEW HAMPSHIRE 03861  
(603) 659-5414

**TO: Board of Selectman**  
**DATE: May 23, 2016**  
**FROM: Joanne Clancy**  
**RE: Accrued Benefits Internal Service Fund**

---

During FY 2016 the following severance payments were made from the General Fund. Please approve this request to the Trustees of the Trust Funds to reimburse these expenses from the Accrued Benefits Internal Service Fund.

|                |                 |
|----------------|-----------------|
| Michael Lyczak | 4,704.31        |
| Scott Flanagan | <u>2,191.99</u> |
| Total          | 6,896.30        |

---

Scott Bugbee, Chairman

---

John LaCourse, Selectman

---

Cary Brown, Selectman

---

Benjamin Genes, Treasurer

**Town of Lee**

**General Ledger - On Demand Report**

Fiscal Year: 2015-2016

From Date:7/1/2015

To Date:5/14/2016

Account Mask: 40??????????

Account Type: All

Print Detail

Include PreEncumbrance

Print accounts with zero balance

Include Inactive Accounts

Filter Encumbrance Detail by Date Range

Budget Balance

Account Number / Description

Budget

Range To Date

YTD

Balance

Encumbrance

% Remaining Bud

|   |               |                     |                   |                     |               |                     |              |
|---|---------------|---------------------|-------------------|---------------------|---------------|---------------------|--------------|
| <b>40.13101.000.00</b>                      | <b>\$0.00</b> | <b>(\$6,896.30)</b> | <b>\$8,206.32</b> | <b>(\$8,206.32)</b> | <b>\$0.00</b> | <b>(\$8,206.32)</b> | <b>0.00%</b> |
| <b>Accrued Benefits Due from Trust Fund</b> |               |                     |                   |                     |               |                     | <b>0.00%</b> |

Transaction Detail

| Date          | Entry | Check Number | Deposit No. | Invoice Number | PO Number | Voucher | Group ID | Memo                             | Vendor | Amount             | Journal |
|---------------|-------|--------------|-------------|----------------|-----------|---------|----------|----------------------------------|--------|--------------------|---------|
| 01/26/2016    | 1075  | 0            | 0           |                |           | 0       |          | Police - Patrol Wages - Flanagan |        | -\$1,714.77        | GL      |
| 01/26/2016    | 1075  | 0            | 0           |                |           | 0       |          | Personnel Admin. - Retirement -  |        | -\$452.36          | GL      |
| 01/26/2016    | 1075  | 0            | 0           |                |           | 0       |          | Personnel Admin. - MC - Flanagan |        | -\$24.86           | GL      |
| 08/07/2015    | 1076  | 0            | 0           |                |           | 0       |          | Accrued Benefits Due from Trust  |        | -\$4,704.31        | GL      |
| Detail Total: |       |              |             |                |           |         |          |                                  |        | <b>-\$6,896.30</b> |         |

|                                      |               |               |                      |                    |               |                    |              |
|--------------------------------------|---------------|---------------|----------------------|--------------------|---------------|--------------------|--------------|
| <b>40.25301.000.00</b>               | <b>\$0.00</b> | <b>\$0.00</b> | <b>(\$15,102.62)</b> | <b>\$15,102.62</b> | <b>\$0.00</b> | <b>\$15,102.62</b> | <b>0.00%</b> |
| <b>Accrued Benefits Fund Balance</b> |               |               |                      |                    |               |                    | <b>0.00%</b> |

|   |               |                   |                   |                     |               |                     |              |
|---|---------------|-------------------|-------------------|---------------------|---------------|---------------------|--------------|
| <b>40.41551.000.00</b>                      | <b>\$0.00</b> | <b>\$1,501.40</b> | <b>\$1,501.40</b> | <b>(\$1,501.40)</b> | <b>\$0.00</b> | <b>(\$1,501.40)</b> | <b>0.00%</b> |
| <b>Accrued Ben. CRF - Ancillary PR Exp.</b> |               |                   |                   |                     |               |                     | <b>0.00%</b> |

Transaction Detail

| Date          | Entry | Check Number | Deposit No. | Invoice Number | PO Number | Voucher | Group ID | Memo                            | Vendor | Amount            | Journal |
|---------------|-------|--------------|-------------|----------------|-----------|---------|----------|---------------------------------|--------|-------------------|---------|
| 01/26/2016    | 1075  | 0            | 0           |                |           | 0       |          | Accrued Ben. CRF - Ancillary PR |        | \$24.86           | GL      |
| 01/26/2016    | 1075  | 0            | 0           |                |           | 0       |          | Accrued Ben. CRF - Ancillary PR |        | \$65.85           | GL      |
| 01/26/2016    | 1075  | 0            | 0           |                |           | 0       |          | Accrued Ben. CRF - Ancillary PR |        | \$386.51          | GL      |
| 08/07/2015    | 1076  | 0            | 0           |                |           | 0       |          | Accrued Ben. CRF - Ancillary PR |        | \$53.36           | GL      |
| 08/07/2015    | 1076  | 0            | 0           |                |           | 0       |          | Accrued Ben. CRF - Ancillary PR |        | \$141.32          | GL      |
| 08/07/2015    | 1076  | 0            | 0           |                |           | 0       |          | Accrued Ben. CRF - Ancillary PR |        | \$829.50          | GL      |
| Detail Total: |       |              |             |                |           |         |          |                                 |        | <b>\$1,501.40</b> |         |

|                                  |               |                   |                   |                     |               |                     |              |
|----------------------------------|---------------|-------------------|-------------------|---------------------|---------------|---------------------|--------------|
| <b>40.42101.000.00</b>           | <b>\$0.00</b> | <b>\$5,394.90</b> | <b>\$5,394.90</b> | <b>(\$5,394.90)</b> | <b>\$0.00</b> | <b>(\$5,394.90)</b> | <b>0.00%</b> |
| <b>Accrued Ben. CRF - Police</b> |               |                   |                   |                     |               |                     | <b>0.00%</b> |

Transaction Detail

| Date          | Entry | Check Number | Deposit No. | Invoice Number | PO Number | Voucher | Group ID | Memo                             | Vendor | Amount            | Journal |
|---------------|-------|--------------|-------------|----------------|-----------|---------|----------|----------------------------------|--------|-------------------|---------|
| 01/26/2016    | 1075  | 0            | 0           |                |           | 0       |          | Accrued Ben. CRF - Police - Flar |        | \$775.17          | GL      |
| 01/26/2016    | 1075  | 0            | 0           |                |           | 0       |          | Accrued Ben. CRF - Police - Flar |        | \$939.60          | GL      |
| 08/07/2015    | 1076  | 0            | 0           |                |           | 0       |          | Accrued Ben. CRF - Police - M L  |        | \$2,682.13        | GL      |
| 08/07/2015    | 1076  | 0            | 0           |                |           | 0       |          | Accrued Ben. CRF - Police - Lyc  |        | \$998.00          | GL      |
| Detail Total: |       |              |             |                |           |         |          |                                  |        | <b>\$5,394.90</b> |         |

|          |        |        |        |        |        |        |       |
|----------|--------|--------|--------|--------|--------|--------|-------|
| FUND: 40 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00% |
|----------|--------|--------|--------|--------|--------|--------|-------|



**TOWN OF LEE  
SELECTMEN'S OFFICE**

7 MAST RD, LEE, NEW HAMPSHIRE 03861  
(603) 659-5414

**TO:** Board of Selectman  
**DATE:** May 23, 2016  
**FROM:** Joanne T. Clancy  
**RE:** Fire Equipment CRF

---

On March 10, 2015 the voters approved WA #8 authorizing the withdrawal of \$430,000.00 from the Fire Equipment CRF to purchase a new fire truck. During FY 2016 this purchase was made. Please approve this request to the Trustees of the Trust funds to reimburse. Invoices are attached.

|                          |                 |
|--------------------------|-----------------|
| Marion Bodyworks         | 425,452.00      |
| Motorola Solutions, Inc. | <u>4,548.00</u> |
| Total                    | 430,000.00      |

---

Scott Bugbee, Chairman

---

John LaCourse, Selectman

---

Cary Brown, Selectman

---

Benjamin Genes, Treasurer

Town of Lee

General Ledger - On Demand Report

Fiscal Year: 2015-2016

From Date:7/1/2015

To Date:5/14/2016

Account Mask: 4???????????

Account Type: All

Print Detail

Include PreEncumbrance

Print accounts with zero balance

Include Inactive Accounts

Filter Encumbrance Detail by Date Range

Budget Balance

Account Number / Description

Budget

Range To Date

YTD

Balance

Encumbrance

% Remaining Bud

44.13101.000.00

\$0.00

(\$430,000.00)

(\$430,000.00)

\$430,000.00

\$0.00

\$430,000.00

Due To/From Fire Equipment CRF

0.00%

Transaction Detail

| Date          | Entry | Check Number | Deposit No. | Invoice Number | PO Number | Voucher | Group ID | Memo                            | Vendor            | Amount        | Journal |
|---------------|-------|--------------|-------------|----------------|-----------|---------|----------|---------------------------------|-------------------|---------------|---------|
| 08/14/2015    | 124   | 1867         | 0           | 8/13/2015      | 0         | 1007    | 3        | Due from Fire Equipment CRF     | Marion Body Works | \$229,459.00  | AP      |
| 08/14/2015    | 125   | 0            | 0           |                | 0         |         |          | Interfund Entry Due To/Due From |                   | -\$229,459.00 | AP      |
| 12/18/2015    | 542   | 0            | 0           |                | 0         |         |          | Interfund Entry Due To/Due From |                   | -\$195,993.00 | AP      |
| 01/29/2016    | 629   | 0            | 0           |                | 0         |         |          | Interfund Entry Due To/Due From |                   | -\$4,548.00   | AP      |
| 03/16/2016    | 803   | 0            | 0           |                | 0         |         |          | Due To/From Fire Equipment CR   |                   | -\$229,459.00 | GL      |
| Detail Total: |       |              |             |                |           |         |          |                                 |                   | -\$430,000.00 |         |

44.49021.000.00

\$430,000.00

\$430,000.00

\$430,000.00

\$0.00

\$0.00

\$0.00

Fire Equipment CRF - Capital Outlay

0.00%

Transaction Detail

| Date          | Entry | Check Number | Deposit No. | Invoice Number | PO Number | Voucher | Group ID | Memo                             | Vendor                   | Amount       | Journal |
|---------------|-------|--------------|-------------|----------------|-----------|---------|----------|----------------------------------|--------------------------|--------------|---------|
| 12/18/2015    | 541   | 2629         | 0           | M106873        | 0         | 1032    | 12       | Fire Equipment CRF - Capital Out | Marion Body Works        | \$195,993.00 | AP      |
| 01/29/2016    | 628   | 2931         | 0           | 41217074       | 0         | 1044    | 15       | Fire Equipment CRF - Capital Out | Motorola Solutions, Inc. | \$4,548.00   | AP      |
| 03/16/2016    | 803   | 0            | 0           |                | 0         |         |          | Fire Equipment CRF - Capital Out |                          | \$229,459.00 | GL      |
| Detail Total: |       |              |             |                |           |         |          |                                  |                          | \$430,000.00 |         |

FUND: 44

\$430,000.00

\$0.00

\$0.00

\$430,000.00

\$0.00

\$430,000.00



**EMERGENCY VEHICLE SALES CONTRACT**

**BUYER:**

Town of Lee.  
20 George Bennett Road  
Lee, NH 03861

**SELLER:**

Marion Body Works, Inc.  
211 West Ramsdell Street  
Marion, WI 54950

**1. AGREEMENT TO SELL AND TO PURCHASE**

The seller (referred to as MARION) agrees to sell and buyer (referred to as BUYER) agree to purchase the following apparatus and equipment according to the attached specifications which are a part of this contract:

*\$ 229,459.00 →*

**DESCRIPTION OF APPARATUS AND EQUIPMENT**

**PRICE**

One (1) MARION custom pumper/tanker mounted on a current model year Spartan Metro-Star chassis per specifications  
(includes trade-in of KME tanker- unit to be turned over in same operating condition as of date of contract initiation)  
Add job color painted frame rails for added protection  
Add 2<sup>nd</sup> air horn  
Add Chevron on front bumper (yellow/red) diamond grade

\$470,000.00  
< 50,000.00 >  
\$ 1,881.00  
\$ 107.00  
\$ 750.00  
\$ 900.00

**Town of Lee**

**001867**

**PAID AUG 14 2015**

**TOTAL:**

**\$229,459.00**

- A ONE (1) year maintenance warranty.
- A fifteen (15) year structural warranty.
- A five (5) year paint warranty.
- A five (5) year electrical warranty.
- A five (5) year stainless steel plumbing warranty.



Joanne Clancy

---

**From:** Scott Nemet  
**Sent:** Wednesday, August 12, 2015 3:03 PM  
**To:** Joanne Clancy  
**Cc:** john.tappan@comcast.net  
**Subject:** Fire Truck

Thank you Joanne. Please let me know what I need to do to move this forward. The amount will be \$229,459.00

--  
*Scott Nemet*  
Chief of Department  
Lee Fire & Rescue  
20 George Bennett Road  
Lee, NH 03861  
[snemet@leefire.org](mailto:snemet@leefire.org)

P: (603)659.5411



Due From Fire Equipment CRF

44,13101-000.00

A handwritten signature in black ink, appearing to be 'AD' or similar initials, enclosed in a circular scribble.

Marion Body Works  
211 W. Rumondell St.  
PO Box 500  
Marion, NH 54950-5261

(715) 754-5261 pn

" " - 5776 fax

[contactus@marionbody.com](mailto:contactus@marionbody.com) - email



**A Tradition of Quality. Since 1905**

www.marionbody.com email: marion@marionbody.com  
 Marion Body Works, Inc. 715/754-5261  
 P.O. Box 500 \* Marion, WI \* 54950 FAX 715/754-1303

# INVOICE

PAGE  
1

**Remit to Address:**  
**Marion Body Works, Inc.**  
**Box #78991**  
**Milwaukee, WI 53278-0991**

*Pay 12/8/15*

**Sold To:**  
 TOWN OF LEE  
 20 GEORGE BENNETT ROAD  
 LEE, NH 03861

| ORDER #    | SHIP #    | LOC.      | SHIP VIA           | COL/PPD. | INVOICE NO. |           |
|------------|-----------|-----------|--------------------|----------|-------------|-----------|
| 73089      |           |           |                    |          | M106873     |           |
| ORDER DATE | SHIP DATE | CUST. NO. | PURCHASE ORDER NO. | JOB NO.  | SLS         | DATE      |
| 3/17/2015  |           | 120037    |                    |          | 8           | 12/7/2015 |

| LINE SEQ # | ITEM NUMBER  | UOM | QTY'S: | ORDERED | SHIPPED  | BACKORDERED | NET                      |
|------------|--|-----|--------|---------|----------|-------------|--------------------------|
|            | DESCRIPTION  |     |        | PRICES: | PER UNIT | EXTENDED    |                          |
|            | ONE (1) CUSTOM 2015 MARION PUMPER/TANKER MOUNTED ON A CURRENT MODEL YEAR SPARTAN METRO-STAR CHASSIS    |     |        |         |          |             | 470,000.00               |
|            | 002629 ADE-IN OF KME TANKER-UNIT TO BE TURNED OVER IN SAME CONDITION AS OF DATE OF CONTRACT INITIATION |     |        |         |          |             | (50,000.00)              |
|            | OR PAINTED FRAME RAILS FOR ADDED PROTECTION  |     |        |         |          |             | 1,881.00                 |
|            | ORN  |     |        |         |          |             | 107.00                   |
|            | ON FRONT BUMPER (YELLOW/RED) DIAMOND GRADE   |     |        |         |          |             | 750.00                   |
|            | NE LIGHT SWITCHES AT PUMP PANEL  |     |        |         |          |             | 900.00                   |
|            | RS   |     |        |         |          |             | 1,814.00                 |
|            | PAYMENT (REF. CK 1867, REC'D 8/25/15)  |     |        |         |          |             | (229,459.00)             |
|            |  |     |        |         |          |             | 44,490.00                |
|            |  |     |        |         |          |             | SALES AMOUNT: 195,993.00 |
|            |  |     |        |         |          |             | MISC. CHARGES: -         |
|            |  |     |        |         |          |             | FREIGHT: -               |
|            |  |     |        |         |          |             | SALES TAX: -             |

**TOTAL:** \$195,993.00

**PAID UPON COMPLETION INVOICE TOTAL \$ 195,993.00**

INTEREST RATE CHARGED ON ALL LATE PAYMENTS.  
 THANK YOU FOR YOUR ORDER. WE ENJOY SERVING YOU!



**MOTOROLA**

**MOTOROLA SOLUTIONS, INC.**  
1301 E. Algonquin Road  
Schaumburg, IL 60196

Visit our website at :www.motorolasolutions.com

# INVOICE

Page 1 of 1

|  |
|--|
| TOTAL INVOICE AMOUNT: \$4,665.50               |
| MOTOROLA INVOICE NUMBER: 41217074              |
| INVOICE DATE: 12/14/2015                       |
| PAYMENT DUE: 01/13/2016                        |
| CUSTOMER ACCOUNT NUMBER: 1036451904 0002       |
| PURCHASE ORDER DATE:                           |
| YOUR PURCHASE ORDER NUMBER: 015-2015 CHF NEMET |

**BILL TO** LEE FIRE & RESCUE DEPARTMENT  
ATTN CAPT SCOTT NEMET  
20 GEORGE BENNETT RD  
LEE, NH 03824

For questions concerning this Invoice please contact  
Motorola at: 1-888-567-7347

00015-00013-00013

Payment Terms: NET 30 DAYS FROM INVOICE DATE

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

Sales Order Number: 0950820050183

## Invoice Detail

| Item | Model Number | Qty | Description  | Unit Price | Amount   |
|------|--------------|-----|--|------------|----------|
| 1    |              | 1   | APX6500 VHF High Power, microphone, mount, speaker, cable, control head, rf preamp | 4,665.50   | 4,665.50 |
| 2    |              |     | *  |            |          |
| 3    |              |     | THANK YOU FOR CHOOSING MOTOROLA SOLUTIONS.   |            |          |

SUBTOTAL

4,665.50

PLEASE PAY THIS AMOUNT (PAYMENT DUE: 01/13/2016)

4,665.50

CRF WA # 8  
Fire Equipment for new truck

44,490.00  
- 4548.00

pay 1/28/16

Balance Fire Equipment Line

01,4220.750.00 - 117.50

Detach here and return bottom portion with your payment

| INVOICE NUMBER | CUSTOMER ACCOUNT NUMBER | PAYMENT DUE |
|----------------|-------------------------|-------------|
| 41217074       | 1036451904 0002         | 01/13/2016  |

## Payment Coupon

| Invoice Total | Amount Paid |
|---------------|-------------|
| \$4,665.50    | 4665.50     |

Please put your Invoice Number and your Customer Account Number on your check for prompt processing

Send Payment To:



**MOTOROLA**

**MOTOROLA SOLUTIONS, INC.**

P.O. BOX 404059  
ATLANTA, GA 30384-4059

LEE FIRE & RESCUE DEPARTMENT  
ATTN CAPT SCOTT NEMET  
20 GEORGE BENNETT RD  
LEE, NH 03824

paid 1/29/16  
ck # 2931 \$4665.50



**TOWN OF LEE  
SELECTMEN'S OFFICE**

7 MAST RD, LEE, NEW HAMPSHIRE 03861  
(603) 659-5414

**TO: Board of Selectman**  
**DATE: May 23, 2016**  
**FROM: Joanne T. Clancy**  
**RE: Highway Equipment CRF**

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On April 11, 2016 the BOS approved the expenditure of up to \$15,000.00 from the Highway Equipment CRF for a new engine. The engine was purchased and paid for out of the General Fund. Please approve this request to the Trustees of the Trust Funds for reimbursement. Invoice is attached.

Liberty International Trucks                      \$13,085.30

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Scott Bugbee, Chairman

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John LaCourse, Selectman

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Cary Brown, Selectman

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Benjamin Genes, Treasurer

5. Roger Rice is asking to be able to apply for a "Waste Oil Grant" from the NII Department of Environmental Services. The Board is ok with Mr. Rice applying for this grant.
6. Randy Stevens is requesting permission to pay for the cost to rebuild 500 feet of Pinkham Road out of the Highway Capital Reserve Fund. The Board is in agreement. Chairman Bugbee **moves** to grant the Highway Supervisor permission to pay for the cost to rebuild 500 feet of Pinkham Road at a cost not to exceed \$18,348.00 and said funds to be withdrawn from the Highway Department Road and Bridge Improvement Capital Reserve Fund. Selectman LaCourse, seconds. All in favor. **Motion Carries.**

Mr. Stevens updates the Board on losing the engine on the oldest plow truck. They have researched several options. He passes around a picture of a new truck for \$200,000 and various pictures of the old truck. In the CIP this truck is not scheduled to be traded until 2024 or 25. Selectman Brown thinks that the drop-in engine is the best way to go for the Town if we are going to retain the truck. There is some discussion back and forth. Selectman LaCourse is leaning towards the drop-in engine as well. The highway department can handle the work putting in the drop-in engine. It will take a week to get the engine. The radiator and air compressor will need to be replaced as well. Funds can most likely come from the Highway Equipment CRF. Chairman Bugbee **moves** to instruct the Highway Supervisor to replace the engine with a drop-in engine from Liberty International. Selectman Brown, seconds. All in favor. **Motion Carries.** Chairman Bugbee moves to grant the Highway Supervisor permission to expend up to \$15,000 from the Highway Equipment Capital Reserve Fund. Selectman LaCourse, seconds. All in favor. **Motion Carries.**

7. Caren Rossi presents the Board with two Discharge of Mortgage documents for approval and signatures. Chairman Bugbee **moves** to approve the Discharge of Mortgages as presented by the Planning and Zoning Administrator. Selectman Brown, seconds. All in favor. **Motion Carries.**
8. Chief Dronsfield advises the Board that the 250<sup>th</sup> Committee will be planning this event.
9. Chairman Bugbee **moves** to approve the following appointments to full membership positions: Dave Shay to the Conservation Commission; Andy Lelio to the Ad Hoc Race Track Committee; Wayne Lehman to the Ad Hoc Race Track Committee; Cary Brown to the Ad Hoc Race Track Committee and David Cedarholm to the Ad Hoc Race Track Committee. Selectman LaCourse, seconds. All in favor. **Motion Carries.**
10. a) TA Glover refers to the draft of the renewal Comcast Franchise Agreement. This document is currently with the Town Attorney for final review. TA Glover informs the Board of some updates and additional franchise fees that the new agreement could include should the Board agree. TA Glover is requesting tonight that the Board agree to schedule the Public Hearing for the next meeting so this process may keep moving forward. Chairman Bugbee **moves** to schedule a Public Hearing on April 25, 2016 at 6:00 pm to afford the public an opportunity to comment on the Renewal Cable Television Franchise Agreement with Comcast Maine/New Hampshire Inc. Selectman Brown, seconds. All in favor. **Motion Carries.**



**INTERNATIONAL TRUCKS**

1400 SOUTH WILLOW STREET  
 MANCHESTER, NH 03103-4024  
 PHONE: (603) 623-8873  
 PHONE: (800) 562-3814

132 PIERCE ROAD  
 BARRINGTON, NH 03825  
 PHONE: (603) 905-9036  
 PHONE: (800) 256-5423

www.libertyinternationaltrucks.com



**Allison**  
 TRANSMISSION.

**DISCLAIMER OF WARRANTIES**

The seller hereby disclaims all warranties either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the parts.

**PARTS RETURN POLICY:**

Special order and electrical parts are not returnable. All returnable parts are subject to 15% handling charge. All claims and return parts must be accompanied by this bill. Not responsible for labor on parts not installed by our shop. No parts returnable after 10 days.

**TERMS:**

Due and payable by 10th of following month. 1.5% finance charge on all overdue accounts.

239206B

|                           |                |                           |                           |                           |       |
|---------------------------|----------------|---------------------------|---------------------------|---------------------------|-------|
| DATE ENTERED<br>12 APR 16 | YOUR ORDER NO. | DATE SHIPPED<br>18 APR 16 | INVOICE DATE<br>18 APR 16 | INVOICE NUMBER<br>239206B | 11:12 |
|---------------------------|----------------|---------------------------|---------------------------|---------------------------|-------|

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ACCOUNT NO. 4515

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PAGE 1 OF 1

TOWN OF LEE  
 ACCOUNTS PAYABLE  
 7 MAST ROAD  
 LEE, NH 03861

TOWN OF LEE  
 6 RECYCLING RD  
 LEE, NH 03861

| SHIP VIA   |          | SLSM. | S/L NO.         | TERMS       | F.O.B. POINT   |          |          |   |
|--|----------|-------|-----------------|-------------|----------------|----------|----------|---|
| BAR-1  |          | 315   | SERIAL #484564  |             | BARRINGTON, NH |          |          |   |
| ORD  | QUANTITY | B.O.  | PART NO.        | DESCRIPTION | BINLOC         | LIST     | NET      | AMOUNT  |
| 1  | 1        | 0     | 2596703C91      | ENGINE      | SOP            | 15454.09 | 13085.30 | 13085.30  |
|  |          |       | CORE DEPOSIT    |             |                | 3600.00  | 3,600.00 | 300000  |
|  |          |       | SERIAL # 484564 |             |                |          |          |   |
| <p>Have us clean your DPF<br/>           All Makes and Models<br/>           Call us for free pick up and delivery</p> <p>Thank You For Your Business !</p> <p>CUSTOMER'S SIGNATURE<br/>           X</p> |          |       |                 |             |                |          |          | <p><b>TOTALS</b></p> <p>PARTS 16,685.30</p> <p>SUBLET</p> <p>FREIGHT 0.00</p> <p>SALES TAX 0.00</p> <p><b>TOTAL \$16,685.30</b></p> |

45,49021,000.00

*OK Top of Allison  
 Expedient Heavy Equip  
 That find.*



**TOWN OF LEE**  
**SELECTMEN'S OFFICE**  
7 MAST RD, LEE, NEW HAMPSHIRE 03861  
(603) 659-5414

**TO:** Board of Selectman  
**DATE:** May 23, 2016  
**FROM:** Joanne Clancy  
**RE:** Recreation Facilities CRF

---

On March 10, 2015 the voters approved WA #11 authorizing the construction of a pavilion at Little River Park utilizing up to \$60,000.00 from the Recreation CRF. The construction took place during FY2016. Please approve this request to the Trustees of the Trust Funds to reimburse. Invoices are attached.

|                       |               |
|-----------------------|---------------|
| Excel Construction    | 56,300.00     |
| Fastenal Company      | 249.70        |
| Belletetes, Inc.      | 1,350.00      |
| Sunbelt Rentals, Inc. | 305.60        |
| CWS Fence & Guardrail | <u>200.00</u> |
| Total                 | 58,405.30     |

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Scott Bugbee, Chairman

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John LaCourse, Selectman

---

Cary Brown, Selectman

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Benjamin Genes, Treasurer

## SELECT BOARD MEETING MINUTES

March 14, 2016

PAGE 2

using the dug outs that are at the existing field; they may move them to LRP. This will involve some work to anchor them in place.

5. Selectman Bugbee recalls the Board asking the past TCC to get together as individuals to give the Board what they thought the new charge should be. He asks Paul Gasowski to spear head this task. Mr. Gasowski clarifies that he can work on a draft email with Julie and she can send it out to the group. Selectman LaCourse emphasizes it is to be a total facilities review.
6. a) Randy Stevens presents the Board with a spreadsheet of the highway summer 2016 road work plan. The paving budget is \$175,000 but the total that Mr. Stevens would like to see done this year costs \$217,166. It's about 2 ½ miles of road. There is a list of 'other work' that should be done as well which includes: culverts, construction, guardrail, ditching and shimming. Selectman Bugbee would like to discuss the winter surplus before making any decisions.

b) Due to the mild winter, it appears that there will be approximately \$30,000 left over. There is a discussion relating to ¼" vs. ½" paving. Mr. Stevens moves on to the guardrail at LRP. There is about \$3000 left over from the pavilion project. The Board is ok with Mr. Stevens moving forward with the guardrail project now. Selectman Bugbee moves to authorize the road agent to expend the remaining money out of the pavilion fund money to move the rocks, put up the posts and guardrails and finish the parking area at LRP. Selectman LaCourse, seconds. All in favor. **Motion Carries.**

The Board agrees to allow the Road Agent to spend money out of the Bridges and Highway Trust Fund to pave Pinkham Road. Mr. Stevens will firm up the numbers and add that to the paving bid.

c) Mr. Stevens informs that the Board that this year the average age of their plow trucks will be 21 years. They are all in good shape and run fine. There has been concern with the age of the fleet. He is asking the Board if they want to see information on replacing these vehicles. The Board would like to see a presentation by Mr. Stevens on new vs. old trucks at the next meeting on April 11<sup>th</sup>.

7. a) Chief Dronsfield presents the Board with an Employee Active Threat Response Plan for approval and then he can proceed with training the employees. The phone recording system has been ordered.

c) The Public Safety Complex does not have adequate camera coverage. Chief Dronsfield recommends going with Eastern Alarms. Chairman Bugbee moves to accept the Police Chief's recommendation to purchase a security camera system for the Public Safety Complex from Eastern Alarms & Communications, Inc., and to withdraw funds from the Contingency Fund for this purchase. Selectman Brown, seconds. All in favor. **Motion Carries.**

b) Chief Dronsfield presents the Board with two quotes for cruiser/body cameras. He is looking for a grant to help offset the cost; however, he has nothing at this time. He states that he will have the funds in his current budget for this purchase. He recommends going with Digital Ally which offers 3 in car cameras and 3 body-worn cameras for \$15,075.00. The evidence or videos can be stored on our own server so there will be no additional charge for



**Town of Lee**

**General Ledger - On Demand Report**

Fiscal Year: 2015-2016

From Date: 7/1/2015 To Date: 5/31/2016

Account Mask: 50??????????

Print accounts with zero balance

Account Type: All

Include Inactive Accounts  Filter Encumbrance Detail by Date Range  Print Detail  Include PreEncumbrance

Account Number / Description

| Account Number / Description              | Budget        | Range To Date        | YTD                  | Balance            | Encumbrance   | % Remaining Bud |
|---|---------------|----------------------|----------------------|--------------------|---------------|-----------------|
| <b>50.13101.000.00</b>                    | <b>\$0.00</b> | <b>(\$58,405.30)</b> | <b>(\$52,905.30)</b> | <b>\$52,905.30</b> | <b>\$0.00</b> | <b>0.00%</b>    |
| <b>Due from Recreation Facilities CRF</b> |               |                      |                      |                    |               |                 |

| Transaction Detail   | Date       | Entry | Check Number | Deposit No. | Invoice Number | PO Number | Voucher | Group ID | Memo                            | Vendor | Amount              | Journal |
|----------------------|------------|-------|--------------|-------------|----------------|-----------|---------|----------|---------------------------------|--------|---------------------|---------|
|                      | 12/18/2015 | 542   | 0            | 0           |                | 0         |         |          | Interfund Entry Due To/Due From |        | -\$56,300.00        | AP      |
|                      | 03/24/2016 | 828   | 0            | 0           |                | 0         |         |          | Interfund Entry Due To/Due From |        | -\$200.00           | AP      |
|                      | 04/08/2016 | 878   | 0            | 0           |                | 0         |         |          | Interfund Entry Due To/Due From |        | -\$1,599.70         | AP      |
|                      | 04/22/2016 | 913   | 0            | 0           |                | 0         |         |          | Interfund Entry Due To/Due From |        | -\$305.60           | AP      |
| <b>Detail Total:</b> |            |       |              |             |                |           |         |          |                                 |        | <b>-\$58,405.30</b> |         |

| 50.25301.000.00                           | \$0.00 | (\$5,500.00) | \$5,500.00 | \$5,500.00 | \$0.00 | 0.00% |
|---|--------|--------------|------------|------------|--------|-------|
| <b>Recreation Facilities Fund Balance</b> |        |              |            |            |        |       |

| 50.49021.000.00                             | \$0.00 | \$1,550.00 | \$1,550.00 | (\$1,550.00) | \$0.00 | 0.00% |
|---|--------|------------|------------|--------------|--------|-------|
| <b>Recreation Facilities Capital Outlay</b> |        |            |            |              |        |       |

| Transaction Detail   | Date       | Entry | Check Number | Deposit No. | Invoice Number | PO Number | Voucher | Group ID | Memo                               | Vendor                    | Amount            | Journal |
|----------------------|------------|-------|--------------|-------------|----------------|-----------|---------|----------|------------------------------------|---------------------------|-------------------|---------|
|                      | 12/18/2015 | 541   | 2613         | 0           | 077            | 0         | 1032    | 12       | Rec. Facilities Capital Outlay     | Excel Construction Manage | \$56,300.00       | AP      |
|                      | 03/16/2016 | 802   | 0            | 0           |                | 0         |         |          | Recreation Facilities Cap Outlay   |                           | -\$56,300.00      | GL      |
|                      | 03/24/2016 | 827   | 3256         | 0           | 3,18,16        | 0         | 1061    | 19       | LRP - Pavilion                     | Cws Fence & Guardrail     | \$200.00          | AP      |
|                      | 04/08/2016 | 877   | 3391         | 0           | 12009976       | 0         | 1063    | 20       | Recreation Facilities Capital Outl | Belletetes, Inc.          | \$1,350.00        | AP      |
| <b>Detail Total:</b> |            |       |              |             |                |           |         |          |                                    |                           | <b>\$1,550.00</b> |         |

| 50.49031.000.00                        | \$60,000.00 | \$56,855.30 | \$56,855.30 | \$3,144.70 | \$0.00 | 5.24% |
|--|-------------|-------------|-------------|------------|--------|-------|
| <b>Recreation Facilities Buildings</b> |             |             |             |            |        |       |

| Transaction Detail   | Date       | Entry | Check Number | Deposit No. | Invoice Number | PO Number | Voucher | Group ID | Memo                                | Vendor                | Amount             | Journal |
|----------------------|------------|-------|--------------|-------------|----------------|-----------|---------|----------|-------------------------------------|-----------------------|--------------------|---------|
|                      | 03/16/2016 | 802   | 0            | 0           |                | 0         |         |          | Recreation Facilities Buildings - f |                       | \$56,300.00        | GL      |
|                      | 04/08/2016 | 877   | 3409         | 0           | NHEPP37430     | 0         | 1063    | 20       | Recreation Facilities Buildings     | Fastenal Company      | \$249.70           | AP      |
|                      | 04/22/2016 | 912   | 3509         | 0           | 59667161-001   | 0         | 1065    | 21       | Recreation LRP - Pavilion           | Sunbelt Rentals, Inc. | \$305.60           | AP      |
| <b>Detail Total:</b> |            |       |              |             |                |           |         |          |                                     |                       | <b>\$56,855.30</b> |         |

FUND: 50 \$60,000.00 \$0.00 \$60,000.00 \$60,000.00

Excel  
 Construction  
 Management LLC  
 60 Deertrees Lane  
 Newfields, NH 03856

# Invoice

| Date       | Invoice # |
|------------|-----------|
| 12/10/2015 | 077       |

|  |
|--|
| <b>Bill To</b>   |
| Town of Lee NH<br>Julie Glover<br>Town Hall<br>7 Mast Rd.<br>Lee, NH 03861 |

| Description   | Amount    |
|---|-----------|
| All work completed as per Contract dated 9-17-15  | 57,800.00 |
| Construct Post and Beam Pavilion with Metal Roofing   |           |
| Performance & Payment Bond; Deduct amount for invoicing upon completion, therefore no bond  | -1,500.00 |
| <p>002613 to once again work with the Town of Lee and we trust the Town<br/>           rs to come.</p> <p style="text-align: center;">LRP Pavilion<br/>           Recreation CRF</p> <p style="text-align: center;">JH 12/17/15</p> <p>021,000.00</p> |           |

\$56,300.00

|              |                      |              |             |
|--------------|----------------------|--------------|-------------|
| Fax #        | E-mail               | <b>Total</b> | \$56,300.00 |
| 603-778-9552 | sue.todd@comcast.net |              |             |



**Remit to**  
Fastenal Company  
P.O. Box 1286  
Winona, MN 55987-1286

**INVOICE**

Page 1 of 1

**Cust. No.** NHEPP0144  
**Cust. P.O.**  
**Job No.** little river pa  
**Contract No.** 80001006

**For billing questions**  
424 Route 125 Unit 17  
BRENTWOOD, NH 03833

**Invoice Date**  
03/24/2016

**Invoice No.**  
NHEPP37430

**Invoice Total**  
249.70 USD

**Phone** (603)679-3557  
**Fax** (603)679-2092

**Due Date**  
04/23/2016

**Sold To**

0010242 01 MB 0,436 \*\*AUTO T4 0 1020 03861-6-10242



TOWN OF LEE  
7 MAST RD  
LEE, NH 03861-6555



**Ship To**

Picked up at branch  
424 Route 125 Unit 17  
BRENTWOOD, NH 03833

This Order and Document is subject to the "Terms of Purchase" posted on [www.fastenal.com](http://www.fastenal.com).

| Line No | Quantity Ordered | Quantity Shipped | Quantity Backordered | Description          | Control No. | Part No. | Price / Hundred | Amount    |
|---------|------------------|------------------|----------------------|----------------------|-------------|----------|-----------------|-----------|
| 1       | 20               | 20               | 0                    | 5/8"-11x8"TimberBolt | PB078464    | 11103914 | 224.0300        | 44.81 TY  |
| 2       | 6                | 6                | 0                    | 5/8"-11x10"TimbrBolt | 220016459   | 11103915 | 257.5700        | 15.45 TY  |
| 3       | 40               | 40               | 0                    | 5/8"-11x14"TimbrBolt | 220018580   | 11103917 | 386.5700        | 154.63 TY |
| 4       | 50               | 50               | 0                    | 5/8 USS F/W GALV     | 160104017   | 1133185  | 26.3600         | 13.18 TY  |
| 5       | 20               | 20               | 0                    | 5/8 USS F/W GALV     | 160069953   | 1133185  | 26.3600         | 5.27 TY   |
| 6       | 70               | 70               | 0                    | 5/8"-11 Hex Nut Galv | 100033452   | 36713    | 23.3700         | 16.36 TY  |

003409

R 0 8 2016

50.49031.000.00

L.P.P. PAVILION W.A.

**Tax Exemption**

al Freight May Apply with Qty Changes and Expedited Orders\*\*

\$249.70

|                     |               |
|---------------------|---------------|
| Subtotal            | 249.70        |
| Shipping & Handling | 0.00          |
| NH State Tax        | 0.00          |
| County Tax          | 0.00          |
| City Tax            | 0.00          |
| <b>Total</b>        | <b>249.70</b> |

Reasonable collection and attorneys fees will be assessed to all accounts placed for collection.

No materials accepted for return without our permission. All discrepancies must be reported within 10 days.

If you re-package or re-sell this product, you are required to maintain integrity of Country of Origin to the consumer of this product.

**Please pay from this invoice.**

Invoice: NHEPP37430 Cust: NHEPP0144



JAFFREY, NH 03452 603-532-7716  
 NASHUA, NH 03062 603-880-7778  
 ANDOVER NH 03216 603-735-5193  
 PETERBOROUGH, NH 03458 603-924-9436  
 WINCHENDON, MA 01475 978-297-1162  
 ASHLAND, NH 03217 603-968-7626  
 SUNAPEE NH 03782 603-763-9070  
 PEMBROKE NH 03275 603-224-7483  
 MOULTONBOROUGH NH 03254 603-253-4404

REMIT TO:  
**BELLETETES INC**  
 51 Peterborough Street  
 Jaffrey, NH 03452

TOWN OF LEE  
 7 MAST ROAD  
 LEE, NH 03861

PAGE: 1

PLEASE WRITE YOUR CUSTOMER  
 NUMBER ON YOUR CHECK FOR  
 PROPER CREDIT

| CUSTOMER | DATE     | CUSTOMER | DATE     |
|----------|----------|----------|----------|
| L3156    | 03/27/16 | L3156    | 03/27/16 |

| INVOICE DATE  | INVOICE NO. | DUE DATE   | CURRENT AMOUNT                              | PAST DUE | INVOICE NO. | AMOUNT  |
|---|-------------|------------|---|----------|-------------|---------|
| 03/23/16  | 12009976I   | 04/10/16   | 0.00  | 1350.00  | 12009976I   | 1350.00 |
| YOU MAY DEDUCT 13.35 IF PAID BY THE 10th<br>Terms = 1% 10TH, NET 25TH |             |            | YOU MAY DEDUCT 13.35<br>IF PAID BY THE 10th |          |             |         |
| 003391  |             |            |   |          |             |         |
| <b>TOTAL:</b>   |             | \$1,350.00 |   |          |             |         |

08 2016

# STATEMENT

|         |         |                  |                  |         |      |                        |
|---------|---------|------------------|------------------|---------|------|------------------------|
|         |         |                  | 0.00             | 1350.00 | 0.00 | TOTAL<br>AMOUNT<br>DUE |
| 30 DAYS | 60 DAYS | 90 DAYS AND OVER | TOTAL AMOUNT DUE |         |      |                        |
| 0.00    | 0.00    | 0.00             |                  | 1350.00 |      | 1350.00                |



PC#: 510  
170 LAFAYETTE RD  
NORTH HAMPTON, NH 03862  
603-964-5422

SUNBELT RENTALS, INC.

Job Site:  
TOWN OF LEE NH  
7 MAST RD  
LEE, NH 03861 6567

### RENTAL RETURN



Invoice #... 59567161-001  
Invoice date 4/19/16  
Date out... 4/13/16 7:05 AM  
Date in.... 4/19/16 7:36 AM  
Job Loc..... 7 MAST RD, LEE  
Job No..... 1 - TOWN OF LEE NH  
P.O. #..... NR  
Ordered By.. HATCH, WARREN  
NET DUE UPON RECEIPT

C#: 603-659-5414 J#: 603-659-5414

Customer: 513244  
TOWN OF LEE NH  
7 MAST RD.  
LEE, NH 03861

| QTY  | EQUIPMENT #   | Min   | Day   | Week   | 4 Week | Amount |
|------|---|-------|-------|--------|--------|--------|
| 1.00 | SKIDSTEER / MINI EX AUGER ATTACHMENT<br>620981 Make: MCMILLEN Model: X1975 Ser #: 366504<br>AUGER ATT SKID/MINIX, MCMILLEN, X1975<br>Billed from 4/13/16 thru 4/19/16 | 87.00 | 87.00 | 225.00 | 590.00 | 225.00 |
| 1.00 | 12" AUGER BIT   | 8.00  | 8.00  | 19.00  | 56.00  | 19.00  |
| 1.00 | AUGER BIT EXTENSION LAWN & GARDEN   | 8.00  | 8.00  | 19.00  | 56.00  | 19.00  |

SALES ITEMS:

|        | Unit | Price |       |
|--------|------|-------|-------|
| 003509 | EA   | 3.150 | 3.15  |
| LAN    |      |       | 39.45 |

Sub-total: 305.60  
Total: 305.60

6 07:05 AM THRU 4/19/16 07:36 AM.

ID APR 22 2016

*LKP*  
*Warren W.A*  
*[Signature]*

Rate your rental experience [www.sunbeltrentals.com/survey](http://www.sunbeltrentals.com/survey)

MULTIPLE SHIFTS OR  
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR  
REFUELING, DAMAGES AND REPAIRS

ental period and other information provided by Customer.  
uring the Rental Period, including injury and damage to persons, property and the Equipment.  
ained, Authorized Individuals to use the Equipment.  
r Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and  
gment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or  
rtioning Equipment.

TAL: \$305.60

- Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 9 and Environmental Fee in Section 16, which can also be found at [www.sunbeltrentals.com/rentalcontract](http://www.sunbeltrentals.com/rentalcontract). \*Delivery/Pickup Surcharge fee explanation is available at [www.sunbeltrentals.com/surcharge](http://www.sunbeltrentals.com/surcharge).
- Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
- Customer waives its right to a jury trial in any dispute as set forth in Section 13.
- At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) \_\_\_\_\_ (Customer Initials)

Customer Signature

Date

Name Printed

Delivered By

Date

CWS FENCE & GUARDRAIL

261 FRANKLIN HIGHWAY  
ANDOVER, NH 03216

# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 3/18/2016 | RETAIL    |

|   |
|---|
| <b>Bill To</b>  |
| TOWN OF LEE<br>ATTENTION: RANDY STEVENS<br>7 MAST ROAD<br>LEE, NH 03861 |

|                    |              |                |
|--------------------|--------------|----------------|
| <b>Requisition</b> | <b>Terms</b> | <b>Project</b> |
| RETAIL             | Net 30       |                |

| Item Code     | Quantity | Unit | Description   | Price Each | Amount |
|---------------|----------|------|---------------|------------|--------|
| Miscellaneous | 1        | PACK | USED PT POSTS | 200.00     | 200.00 |

003256

AID MAR 25 2016

*L.R. Paulson*  
*WA.*  
*3/18/16*

**TOTAL:** \$200.00

|              |                  |              |   |
|--------------|------------------|--------------|---|
| 603-735-5465 | 603-735-5547 FAX | <b>Total</b> | \$200.00<br>1.5% interest after 30 days |
|--------------|------------------|--------------|---|



**TOWN OF LEE  
SELECTMEN'S OFFICE**

7 MAST RD, LEE, NEW HAMPSHIRE 03861  
(603) 659-5414

**TO:** Board of Selectman  
**DATE:** May 23, 2016  
**FROM:** Joanne T. Clancy  
**RE:** Revaluation CRF

---

On Jan. 4, 2016 the Board of Selectmen approved a revaluation contract with Commerford, Neider & Perkins. A contract with Municipal Resources to oversee the revaluation had been previously entered into. The following revaluation expenditures have been made during FY2016. Please approve their reimbursement from the Revaluation CRF. Invoices are attached.

|       |                 |
|-------|-----------------|
| CNP   | 4,900.00        |
| MRI   | <u>2,200.00</u> |
| Total | 7,100.00        |

---

Scott Bugbee, Chairman

---

John LaCourse, Selectman

---

Cary Brown, Selectman

---

Benjamin Genes, Treasurer

Memorandum has to report before they decide on Article #3 and #4. The Board agrees to pull Article #5. Skip Article #6. TA reviewed Article #7 with the Energy Committee. Selectman Bugbee proposes taking all the money that is to be deposited into the Reserve or Trust funds (not necessarily all of them) to come from the unassigned fund balance.

TA Glover asks the Board to consider keeping the revaluation at \$10,000 and not reducing to \$5000. Selectman Bugbee thought that based on the money that is in the trust fund now and the money that is going to be taken out, that there would be sufficient funds in there after a \$5000 deposit. TA Glover states that there is \$62,282 in there right now, the contract with CNP is \$49,000 and the money that will be owed to MRI for overseeing the work will be between \$9000 and \$10,000. This leaves zero. Selectman Bugbee says that he did not know about the MRI money. TA Glover is only asking that it remain at the \$10,000. The Board agrees.

TA Glover asks if the Board wants to fund all the Reserve and Trust funds with the unassigned fund balance money. Selectman LaCourse says yes. TA Glover asks if the Board wants them to be one Article or separate. Selectman LaCourse says yes to one, Selectman Bugbee wants them separate. Chairwoman Dennis agrees to list them as separate Articles. The proposal is to fund Articles 8, 9, 10, 11, 12, 13, 14, 16 and 17 (all of the deposits to CRFs and the cruiser) from Unassigned Fund Balance. The total will be \$400,000. The total of the Unassigned Fund Balance is approximately \$2.1 million. That would reduce the Unassigned Fund Balance to \$1.7 million. Chairwoman Dennis is not comfortable with this and it is lower than what the Treasurer is recommending as well. Selectman Bugbee and LaCourse are in agreement however to move forward with this.

Chief Dronsfield speaks on Article #15. In 2005 the police department purchased a finger print scanning system with money from the drug task forfeiture money with no cost to the town at all. This system is now out dated and out of warranty. The new one will come with a maintenance contract. The Board is ok with Article #15, #18 and #19.

Selectman Bugbee would like to see a grants committee created. Chief Dronsfield states that Officer Laliberte is well versed in grant writing and is more than willing to do it. Selectman Bugbee wants to see a committee and not just a few people.

c) TA Glover states that because we are an SB2 Town, DRA requires us to have a Default Budget which is essentially the operating budget for this FY with some changes that are allowed by law. For example, there is extra money in there to pay for the elections. The Default Budget is more than the proposed FY17 Operating Budget. The bond interest payments have been reduced and the increased contract cost with MRI has been added. The proposed Default Budget is \$3,817,135.00. Chairwoman Dennis moves to accept the Default Budget for FY17 as presented. Selectman LaCourse, seconds. All in favor. **Motion Carries.**

d) TA Glover presents the Commerford, Neider, Perkins contract for the 2016 Town-wide Statistical update aka revaluation. This contract also has to be approved by the DRA even though it is their contract. It is \$49,000 and since CNP did the last re-valuation this is a good price. Selectman Bugbee asks about the MRI contract for \$9000. TA Glover states that that is a separate contract that the Board approved with MRI which will come out of the Reval Capital Reserve Fund. Chairwoman Dennis moves to accept the 2016 Town-wide Statistical update contract submitted by Commerford, Neider and Perkins, LLC. Selectman Bugbee, seconds. All in favor. **Motion Carries.**

e) There is no miscellaneous.



**Town of Lee**

**General Ledger - On Demand Report**

Fiscal Year: 2015-2016

From Date: 7/1/2015

To Date: 5/31/2016

Account Mask: 51???????????

Account Type: All

Print Detail  Include PreEncumbrance

Print accounts with zero balance

Filter Encumbrance Detail by Date Range

Account Number / Description

Budget Range To Date YTD Balance Encumbrance % Remaining Budget Balance

**51.13101.000.00** **\$0.00** **(\$7,100.00)** **(\$7,100.00)** **\$7,100.00** **\$0.00** **\$7,100.00** **0.00%**

**Due from Trust Fund**

Transaction Detail (Standard)

| Reference Number | Requisition Number | PO/Ship Number | Description       | Name    | Journal          | Amount      |
|------------------|--------------------|----------------|-------------------|---------|------------------|-------------|
| 629              | 0                  |                | AP Expense Checks | iclancy | Accounts Payable | -\$4,900.00 |
| 770              | 0                  |                | AP Expense Checks | iclancy | Accounts Payable | -\$1,100.00 |
| 913              | 0                  |                | AP Expense Checks | iclancy | Accounts Payable | -\$1,100.00 |
| Detail Total:    |                    |                |                   |         |                  | -\$7,100.00 |

**51.41521.000.00**

**Revaluation Expense**

Transaction Detail (Standard)

| Reference Number | Requisition Number | PO/Ship Number | Description | Name                              | Journal          | Amount     |
|------------------|--------------------|----------------|-------------|-----------------------------------|------------------|------------|
| 01192016         | 0                  | 0              | AP POSTING  | Commerford, Nieder & Perkins, LLC | Accounts Payable | \$4,900.00 |
| 18438            | 0                  | 0              | AP POSTING  | Municipal Resources               | Accounts Payable | \$1,100.00 |
| 18503            | 0                  | 0              | AP POSTING  | Municipal Resources               | Accounts Payable | \$1,100.00 |
| Detail Total:    |                    |                |             |                                   |                  | \$7,100.00 |

FUND: 51

**\$0.00** **\$7,100.00** **(\$7,100.00)** **\$0.00** **\$0.00** **\$0.00** **\$0.00**

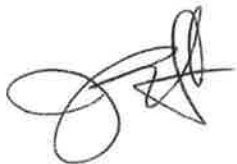
✓

..COMMERFORD ❖ NIEDER ❖ PERKINS, LLC..  
 APPRAISAL AND ASSESSMENT SERVICES

## INVOICE

|  |
|--|
| Bill To                                    |
| TOWN OF LEE<br>7 MAST ROAD<br>LEE NH 03861 |

|           |           |
|-----------|-----------|
| Date      | Invoice # |
| 1/28/2016 | 3352      |

|  |     |          |          | Terms  |
|--|-----|----------|----------|--------|
|  |     |          |          | Net 15 |
| Description  | Qty | Rate     | Amount   |        |
| EXECUTION OF CONTRACT<br>10% DEPOSIT   | 1   | 4,900.00 | 4,900.00 |        |
| 002913 <i>Reval CRF account</i><br><br><br><i>1/29/16</i><br><i>51,41521.000.00</i> |     |          |          |        |

JAN 29 2016

|                  |                                |                   |
|------------------|--------------------------------|-------------------|
| <b>business.</b> | <b>Invoice Total</b>           | <b>\$4,900.00</b> |
|                  | <b>Applied Payment/credits</b> | <b>\$0.00</b>     |
|                  | <b>Total Balance Due</b>       | <b>\$4,900.00</b> |

**TAL:** \$4,900.00

120 Daniel Webster Highway  
Meredith, NH 03253



tel: 603.279.0352 • fax: 603.279.2548  
toll free: 866.501.0352

Municipal Resources  
www.municipalresources.com

RECEIVED  
MAR 09 2016  
TOWN OF LEE  
SELECTMEN'S OFFICE

March 7, 2016

Town Administrator  
Town of Lee  
7 Mast Road  
Lee, NH 03861

Invoice No. 18438

In Reference To: Oversight Services for the Town of Lee  
. Flat Fee Oversight Services for the month of April 2016  
. Oversight Services provided in February 2016

| For Professional Services                  | Hours/Rate | Amount            |
|--|------------|-------------------|
| Flat Fee Oversight Services for April 2016 |            | \$1,100.00        |
| <i>February Service</i>                    |            |                   |
| Scott Marsh                                | 6.75 hours |                   |
| <i>Total Professional Services:</i>        |            | <i>\$1,100.00</i> |

003184

| Charges                          | Quantity/Rate    | Amount                   |
|----------------------------------|------------------|--------------------------|
| Intown Mileage                   | 0 miles @ \$0.54 | \$0.00                   |
| <i>Total Additional Charges:</i> |                  | <i>\$0.00</i>            |
| <b>Total due this invoice:</b>   |                  | <b><u>\$1,100.00</u></b> |

Thank you

5141521 000.00

Reval CRF

\$3,619.44

*[Signature]* 3/10/16

120 Daniel Webster Highway  
Meredith, NH 03253



tel: 603.279.0352 • fax: 603.279.2548  
toll free: 866.501.0352

Municipal Resources  
www.municipalresources.com

April 8, 2016

Town Administrator  
Town of Lee  
7 Mast Road  
Lee, NH 03861

Reval CRF  
JH Hulin

Invoice No. 18503

In Reference To: Oversight Services for the Town of Lee  
. Flat Fee Oversight Services for the month of May 2016

| <u>For Professional Services</u>         | <u>Hours/Rate</u> | <u>Amount</u>     |
|--|-------------------|-------------------|
| Flat Fee Oversight Services for May 2016 |                   | \$1,100.00        |
| <i>Total Professional Services:</i>      |                   | <i>\$1,100.00</i> |

| <u>Additional Charges</u>        | <u>Quantity/Rate</u> | <u>Amount</u>                   |
|----------------------------------|----------------------|---------------------------------|
| 003501 Mileage                   | 0 miles @ \$0.54     | \$0.00                          |
| <i>Total Additional Charges:</i> |                      | <u><i>\$0.00</i></u>            |
| <b>Total due this invoice:</b>   |                      | <b><u><u>\$1,100.00</u></u></b> |

Thank you

PAID APR 22 2016

**TOTAL:** \$3,600.00



**TOWN OF LEE  
SELECTMEN'S OFFICE**

7 MAST RD, LEE, NEW HAMPSHIRE 03861  
(603) 659-5414

TO: Board of Selectman  
DATE: May 23, 2016  
FROM: Joanne T. Clancy  
RE: Roads & Bridges CRF

---

During FY 2016 the following Roads & Bridges Trust Fund expenses were paid out of the General Fund. Please approve this request to the Trustees of the Trust Funds to reimburse. Invoices are attached.

Right Angle Engineering, PLLC     3,930.00

---

Scott Bugbee, Chairman

---

John LaCourse, Selectman

---

Cary Brown, Selectman

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Benjamin Genes, Treasurer

# Invoice

Right Angle Engineering, PLLC  
 324 Prescott Hill Road  
 Grafton, NH 03240  
 603-523-8800 Phone  
 603-523-8811 Fax  
 RightAngle@myfairpoint.net

|                  |           |
|------------------|-----------|
| Account #        | Date      |
| 14110            | 12/3/2015 |
| Terms            | Invoice # |
| Net 15           | 834       |
| Time of Services |           |
| July-Nov 2015    |           |

|   |
|---|
| Project                                     |
| Tuttle Road Bank Stabilization FEMA Grant   |
| Bill To                                     |
| Town of Lee<br>7 Mast Road<br>Lee, NH 03861 |

| Item               | Description            | Rate    | Qty  | Amount   |
|--------------------|------------------------|---------|------|----------|
| Civil Engineering  | Engineering Study      | 90.00   | 12.5 | 1,125.00 |
| Cost Reduction     | Engineering Study      | -400.00 |      | -400.00  |
| Civil Engineering  | Preliminary Site Plans | 90.00   | 9.5  | 855.00   |
| Cost Reduction     | Site Plans             | -200.00 |      | -200.00  |
| Civil Engineering  | Benefit Cost Analysis  | 90.00   | 10   | 900.00   |
| Meetings & Comm... | With Town, FEMA        | 90.00   | 4.5  | 405.00   |
| Civil Engineering  | FEMA Grant Application | 90.00   | 12   | 1,080.00 |
| General Expenses   | Application Copies     | 200.00  | 1    | 200.00   |
| Cost Reduction     | Postage                | -35.00  |      | -35.00   |
|                    | Postage                | -500.00 |      | -500.00  |

002638

Roads = Bridges  
 CRF

*A. Hildner + Benjamin K. Hildner  
 Trust Fund  
 Hildner*

1 8 2015

**TOTAL:** \$3,430.00

|  |              |            |
|--|--------------|------------|
|  | <b>Total</b> | \$3,430.00 |
|--|--------------|------------|

# Invoice

Right Angle Engineering, PLLC  
 324 Prescott Hill Road  
 Grafton, NH 03240  
 603-523-8800 Phone  
 603-523-8811 Fax  
 RightAngle@myfairpoint.net

|                  |           |
|------------------|-----------|
| Account #        | Date      |
| 14110            | 2/22/2016 |
| Terms            | Invoice # |
| Net 15           | 850       |
| Time of Services |           |
| 1/21-2/19/16     |           |

|   |
|---|
| Project                                     |
| Tuttle Road Bank Stabilization FEMA Grant   |
| Bill To                                     |
| Town of Lee<br>7 Mast Road<br>Lee, NH 03861 |

| Item                   | Description                           | Rate    | Qty          | Amount          |
|------------------------|---------------------------------------|---------|--------------|-----------------|
| Civil Engineering      | Response to RFI from FEMA Application | 90.00   | 7.6          | 684.00          |
| Cost Reduction         |                                       | -184.00 |              | -184.00         |
| 003105 72,13101,000,00 |                                       |         |              |                 |
| TOTAL: \$500.00        |                                       |         |              |                 |
|                        |                                       |         | <b>Total</b> | <b>\$500.00</b> |

26 2016

*at #116-HWY 7 + BE. ALL EXPENSES TRUST FEM-A*  
*[Signature]*



**TOWN OF LEE  
SELECTMEN'S OFFICE**

7 MAST RD, LEE, NEW HAMPSHIRE 03861  
(603) 659-5414

**TO: Board of Selectman**  
**DATE: May 23, 2016**  
**FROM: Joanne T. Clancy**  
**RE: Town Buildings CRF**

During FY 2016 the Board of Selectmen approved the following expenditures from the Town Buildings CRF. Please approve this request to the Trustees of the Trust Funds to reimburse the General Fund. See attached invoices for details.

|                           |  |
|---------------------------|--|
| McBride's Water Adv., LLC | 4,950.00 – Library - BOS approved 8/31/15                                    |
| McBride's Water Adv., LLC | <u>2,100.00</u> – Safety Complex, Town Hall,<br>Annex - BOS approved 12/7/15 |
| Total                     | 7,050.00   |

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Scott Bugbee, Chairman

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John LaCourse, Selectman

---

Cary Brown, Selectman

---

Benjamin Genes, Treasurer



**Town of Lee**

**General Ledger - On Demand Report**

Fiscal Year: 2015-2016

From Date: 7/1/2015 To Date: 5/31/2016

Account Mask: 54??????????

Account Type: All

Print accounts with zero balance

Include Inactive Accounts

Filter Encumbrance Detail by Date Range

Print Detail

Include PreEncumbrance

Account Number / Description      Budget      Range To Date      YTD      Balance      Encumbrance      % Remaining Bud

**54.13101.000.00**      **\$0.00**      **(\$5,450.00)**      **\$8,652.75**      **(\$8,652.75)**      **\$0.00**      **(\$8,652.75)**      **0.00%**

**Due from Trust Fund**

| Transaction Detail (Standard) | Reference Number | Requisition Number | PO/Ship Number | Description       | Name                           | Journal          | Amount      |
|-------------------------------|------------------|--------------------|----------------|-------------------|--------------------------------|------------------|-------------|
|                               | 10433            | 0                  | 0              | AP POSTING        | McBride's Water Advantage, LLC | Accounts Payable | \$1,600.00  |
|                               | 374              | 0                  | 0              | AP Expense Checks | jclancy                        | Accounts Payable | -\$4,950.00 |
|                               | 464              | 0                  | 0              | AP Expense Checks | jclancy                        | Accounts Payable | -\$500.00   |
|                               | 733              | 0                  | 0              | AP Expense Checks | dduval                         | Accounts Payable | -\$1,600.00 |
|                               |                  |                    |                |                   |                                | Detail Total:    | -\$5,450.00 |

**54.25301.000.00**      **\$0.00**      **(\$28,774.00)**      **\$28,774.00**      **\$0.00**      **\$0.00**      **\$28,774.00**      **0.00%**

**Fund Balance**

**54.25301.100.00**      **\$0.00**      **\$0.00**      **\$14,671.25**      **(\$14,671.25)**      **\$0.00**      **(\$14,671.25)**      **0.00%**

**Personnel Services, Salaries, Wages**

**54.49031.000.00**      **\$0.00**      **\$5,450.00**      **\$5,450.00**      **(\$5,450.00)**      **\$0.00**      **(\$5,450.00)**      **0.00%**

**CRF Buildings - Cap. Improvements**

| Transaction Detail (Standard) | Reference Number | Requisition Number | PO/Ship Number | Description   | Name                           | Journal          | Amount      |
|-------------------------------|------------------|--------------------|----------------|---------------|--------------------------------|------------------|-------------|
|                               | 10005            | 0                  | 0              | AP POSTING    | McBride's Water Advantage, LLC | Accounts Payable | \$9,900.00  |
|                               | 10005            | 0                  | 0              | AP UN-POSTING | McBride's Water Advantage, LLC | Accounts Payable | -\$4,950.00 |
|                               | 10324            | 0                  | 0              | AP POSTING    | McBride's Water Advantage, LLC | Accounts Payable | \$500.00    |
|                               |                  |                    |                |               |                                | Detail Total:    | \$5,450.00  |

FUND: 54

\$0.00      \$0.00      \$0.00      \$0.00      \$0.00      \$0.00      \$0.00      \$0.00

SELECT BOARD MEETING MINUTES

August 31, 2015

PAGE 4

Chairwoman Dennis would like to know if the Town Hall notified Mr. Ward's family about the last discussion that was had. The answer was no. She asks the Board members how they got notified. Both Selectmen indicate that they do not know.

9. a) TA Glover reminds the Board that at the request of the Library Trustees they conducted an Airborne Radon test and it came back at a level that is above the EPA's recommended 4 pCi/L. The TA sent the RFP to 12 or 13 firms and there were two proposals submitted. The low bidder is \$4950. The higher bidder at \$18,625 was offering a 5 year warranty and the lower bid is offering a 1 year. The TA's recommendation is to award the bid to McBride's to do the work at the Library and then to just move forward and work with them to do the other buildings. The funds to come from the Building Maintenance Capital Reserve Fund. This firm could also take over the testing of the remaining town owned buildings.

Chairwoman Dennis moves to award the Airborne Radon Mitigation for the Lee Library to McBride's Water Advantage, LLC; costs not to exceed \$4950 and to be paid from the Building Maintenance Capital Reserve Fund; AND move to authorize the Town Administrator to contract with McBride's to perform testing and mitigation for all other Town-owned facilities and to utilize funds from the Building Maintenance Capital Reserve Fund. Selectman Bugbee, seconds. All in favor. **Motion Carries.**

b) TA Glover updates the Board on the NHRS issue. The attorney from Devine Millimet recommended that the town hire a CPA to make the determination as to what the dollar amount is in terms of the exposure for the 3 years and 4 months of corrected W-2's. She also recommended that we take care of it all in 2015. The estimate looks to be between \$25,000 and 50,000. The TA is recommending that the town hire the CPA that the attorney recommends in order to maintain objectivity. Selectman Bugbee asks the TA to come back with the cost of the CPA before hiring him or her.

c) Covered in #5

d) TA asks for possible dates to schedule the first CIP meeting. They land on September 29<sup>th</sup>.

e) TA gives an update on the Town Center Committee progress. The Committee is looking to spend some money on drawings. She predicts that they will be coming back to the Board prior to the 6 months.

Cary Brown states that the Committee is looking to put together some renderings, not engineering drawings. Basically just some sketches to show a picture of what they would like to do. TA Glover estimates a few thousand dollars from the contingency.

Ron Pitkin, Wadleigh Falls Road, states that he knows a builder who gave him a preliminary number for renovating and adding on to the existing buildings and it is quite low. Mr. Pitkin spoke with him today and he would be available to meet and give the committee a sketch for little cost. Selectman Bugbee asks that the committee come back to report on the cost first before going forward.

SELECT BOARD MEETING MINUTES

December 7, 2015

PAGE 4

- b) TA Glover presents an amendment to the Personnel Policy to insert language to specifically cover the vehicles that the two Chiefs drive in absence of an employment agreement for each of them that spells out the conditions. TA submitted to both of the Chiefs and they were agreeable to the language and the terms. Chairwoman Dennis moves to approve the Amended Section 14:8 of the Employee Personnel Policy relating to employee vehicle use as presented. Selectman Bugbee, seconds. All in favor. **Motion Carries.**
- c) TA Glover presents the language to cover the Police Chief's special duty agreement which was discussed with the Select Board. Chairwoman Dennis moves to approve the Special Duty Agreement for Police Chief Tom Dronsfield as presented. Selectman Bugbee, seconds. All in favor. Effective 1/1/2015. **Motion Carries.**
- d) TA Glover presents the Board with a first time request from the Professional Photographers Association of New England to use the Public Safety Complex for meetings. Fred Stiteler, Executive Secretary for the Association, states that they are a 501 c-6 trade association looking for a place to hold their Board meetings. TA Glover adds that we have received the appropriate insurance certificate. Mr. Stiteler states that there could be between 11-22 people at the meetings and they meet once every four months.
- e) TA Glover forwarded the radon testing results to the Board for their review. The Annex could be mitigated; the cost would be about \$1500. The Fire Department should be retested. Town Hall has no radon. The Board agreed to move forward with these recommendations.
- f) The Board agrees that Town Employees may end the work day on Christmas Eve at noon. Town Secretary will put an announcement in the E-Crier.
- g) Thank you to Tina Sawtelle and Randy Stevens for the wreath on the new Pavilion. The Board agrees to have a ribbon cutting on Saturday, December 12<sup>th</sup> at 10:00am. The Town Secretary will be there with giant scissors and ribbon.
8. Chairwoman Dennis moves to accept the Consent Agenda as presented. Selectman Bugbee, seconds and expresses his dissatisfaction with Xfinity's rates always going up. All in favor. **Motion Carries.**
9. Chairwoman Dennis moves to accept the Select Board Public Meeting Minutes from November 23, 2015. Selectman LaCourse, seconds. All in favor. **Motion Carries.**
- Chairwoman Dennis moves to accept the Select Board Non Public Meeting Minutes from November 23, 2015. Selectman Bugbee, seconds. All in favor. **Motion Carries.**
10. Chairwoman Dennis moves to accept Manifest #11 and Weeks Payroll ending December 6, 2015. Selectman Bugbee, seconds. All in favor. **Motion Carries.**
11. Chairwoman Dennis moves to enter into Non Public Session in accordance with RSA 91-A: 3 II (a-e) to review previously sealed minutes (2015) at 7:28pm. Selectman LaCourse, seconds. All in favor. **Motion Carries.** The Board reconvenes to the public session at 7:51pm.

Invoice ✓

McBride's Water Advantage, LLC  
1911 Dover Road  
PO Box 805  
Epsom, NH 03234

10/13/15

|              |
|--------------|
| Bill To:     |
| Town of Lee  |
| 7 Mast Road  |
| Lee NH 03861 |

| Date     | Invoice No. | P.O. Number | Terms | Project |
|----------|-------------|-------------|-------|---------|
| 09/23/15 | 10005       |             |       |         |

| Item                        | Description  | Quantity | Rate     | Amount     |
|-----------------------------|--|----------|----------|------------|
| Radon Air Mitigation System | RP265 Radon Air Mitigation System<br><br><i>BOS approved 8/31/15</i> |          | 4,950.00 | 4,950.00   |
|                             | <i>002348</i>  |          |          |            |
|                             | <i>Building Maintenance CRF</i>                                      |          |          |            |
|                             | <i>JJ</i>  |          |          |            |
|                             | <i>11/5/15</i>   |          |          |            |
|                             | <i>54,49031.000.00</i>   |          |          |            |
|                             | <i>\$4,950.00</i>  |          |          |            |
|                             |  |          | Total    | \$4,950.00 |

**TOTAL:**

5

# Invoice

McBride's Water Advantage, LLC  
 1911 Dover Road  
 PO Box 805  
 Epsom, NH 03234

|  |
|--|
| <b>Bill To:</b>                            |
| Town of Lee<br>7 Mast Road<br>Lee NH 03861 |

| Date     | Invoice No. | P.O. Number | Terms | Project |
|----------|-------------|-------------|-------|---------|
| 11/06/15 | 10324       |             |       |         |

| Item   | Description   | Quantity | Rate         | Amount          |
|--|---|----------|--------------|-----------------|
| Radon Air Test   | Radon Air Test (Machine)<br><br>Tests taken at Town Annex, Police Station, Fire Station and Town Hall | 4        | 125.00       | 500.00          |
| 002514<br><i>Bldng CRF</i><br><i>[Signature]</i> 12/3/15 |   |          |              |                 |
| <b>TOTAL:</b>  |   |          |              | \$500.00        |
|  |   |          | <b>Total</b> | <b>\$500.00</b> |

2015

# Invoice

McBride's Water Advantage, LLC  
 1911 Dover Road  
 PO Box 805  
 Epsom, NH 03234

|  |
|--|
| Bill To:                                   |
| Town of Lee<br>7 Mast Road<br>Lee NH 03861 |

| Date     | Invoice No. | P.O. Number | Terms | Project |
|----------|-------------|-------------|-------|---------|
| 12/23/15 | 10433       |             |       |         |

| Item   | Description  | Quantity | Rate       | Amount     |
|--|--|----------|------------|------------|
| Radon Air Mitigation System  | RP265 Radon Air Mitigation System for Town of Lee Annex Building |          | 1,600.00   | 1,600.00   |
| <p>003096 u Buildings CEF</p> <p><i>[Signature]</i> 2/24/16</p> <p>131 01,000.00</p> |  |          |            |            |
| <b>TOTAL:</b>  |  |          | \$1,600.00 |            |
|  |  |          | Total      | \$1,600.00 |

FEB 26 2016

# ABATEMENT RECOMMENDATION

**TO:** Select Board  
Town of Lee

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

**DATE:** May 16, 2016

**RE:** Naithan C. Couse  
18 Demeritt Avenue  
Lee, NH 03861

**Property Tax Map** 33 Lot 4-100  
**Address:** 175 Tuttle Road

**Tax Year:** 2015  
**Assessment:** \$172,800

---

The subject is a conventional style home situated on a 2.24-acre parcel purchased from a lending institution in March 2015 for \$80,000. The property was viewed by my associates and some discrepancies were noted. An appraisal was submitted with the abatement application indicating a value of \$165,000 as of December 2015. All information submitted was reviewed. After review and adjustments, the assessment is reduced \$21,600 from \$172,800 to \$151,200. Revised assessment is supported by market data when Town's ratio is considered. It is recommended that an abatement in the amount of \$632 plus any applicable interest be granted.

Abatement Granted

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

Abatement Denied

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

Dated \_\_\_\_\_

| OWNER INFORMATION  |                              |                              | SALES HISTORY  |                                 |             |                     |              | PICTURE                     |                  |                   |                              |               |                  |              |
|--|------------------------------|------------------------------|--|---------------------------------|-------------|---------------------|--------------|-----------------------------|------------------|-------------------|------------------------------|---------------|------------------|--------------|
| <b>COUSE, NAITHAN C.</b><br><br>18 DEMERITT AVE<br><br>LEE, NH 03861 |                              |                              | <b>Date</b>  | <b>Book</b>                     | <b>Page</b> | <b>Type</b>         | <b>Price</b> | <b>Grantor</b>              |                  |                   |                              |               |                  |              |
|  |                              |                              | 03/29/2015   | 4328                            | 0302        | U I 22              | 80,000       | LEBEAU, THELMA R            |                  |                   |                              |               |                  |              |
|  |                              |                              | 11/29/2011   | 3972                            | 0389        | U I 46              |              | LEBEAU, THELMA R            |                  |                   |                              |               |                  |              |
|  |                              |                              | 08/26/2011   | 3949                            | 140         | U I 38              |              | LEBEAU, ARMAND & THELM      |                  |                   |                              |               |                  |              |
|  |                              |                              | 10/02/1996   | 1890                            | 797         | U I 38              |              | LEBEAU, ARMAND & THELM      |                  |                   |                              |               |                  |              |
| LISTING HISTORY  |                              |                              | NOTES  |                                 |             |                     |              |                             |                  |                   |                              |               |                  |              |
| 05/16/16   | SM                           | REVIEW                       | WHITE W/GREEN; 1BDRM ACCESS THRU ANOTHER; CS-DIRT FLR 4' HD CLEAR=CRL;DRAINAGE DITCH ACROSS PROPERTY. 10/12- CORRECT FEATURES, HEAT IS A FLOOR FURNACE. 11-15 ADJ MAILING ADDRESS - REMOVE CREDIT & EXEMPTION 05-16 ADJ SKETCH, DATA BP COMPLETE |                                 |             |                     |              |                             |                  |                   |                              |               |                  |              |
| 10/19/15   | JQ                           | TRANSFER                     |  |                                 |             |                     |              |                             |                  |                   |                              |               |                  |              |
| 06/15/15   | SM                           | MAIL ADDRESS                 |  |                                 |             |                     |              |                             |                  |                   |                              |               |                  |              |
| 10/01/12   | JQ                           | 1/4 R- INT                   |  |                                 |             |                     |              |                             |                  |                   |                              |               |                  |              |
| 09/15/05   | LMTL                         |                              |  |                                 |             |                     |              |                             |                  |                   |                              |               |                  |              |
| 06/28/02   | JDRL                         |                              |  |                                 |             |                     |              |                             |                  |                   |                              |               |                  |              |
| 08/14/87   | DMO                          |                              |  |                                 |             |                     |              |                             |                  |                   |                              |               |                  |              |
| EXTRA FEATURES VALUATION   |                              |                              |  |                                 |             |                     |              |                             |                  |                   | MUNICIPAL SOFTWARE BY AVITAR |               |                  |              |
| <b>Feature Type</b>  | <b>Units</b>                 | <b>Lngh x Width</b>          | <b>Size Adj</b>  | <b>Rate</b>                     | <b>Cond</b> | <b>Market Value</b> | <b>Notes</b> | <b>LEE ASSESSING OFFICE</b> |                  |                   |                              |               |                  |              |
| GARAGE-1 STY   | 528                          | 22 x 24                      | 90   | 23.00                           | 50          | 5,465               |              |                             |                  |                   |                              |               |                  |              |
| SHED-EQUIPMENT   | 240                          | 20 x 12                      | 127  | 8.00                            | 50          | 1,219               |              |                             |                  |                   |                              |               |                  |              |
|  |                              |                              |  |                                 |             | <b>6,700</b>        |              |                             |                  |                   |                              |               |                  |              |
| PARCEL TOTAL TAXABLE VALUE   |                              |                              |  |                                 |             |                     |              |                             |                  |                   |                              |               |                  |              |
| <b>Year</b>  | <b>Building</b>              | <b>Features</b>              | <b>Land</b>  |                                 |             |                     |              |                             |                  |                   |                              |               |                  |              |
| 2014   | \$ 73,700                    | \$ 6,700                     | \$ 92,400  | Parcel Total: \$ 172,800        |             |                     |              |                             |                  |                   |                              |               |                  |              |
| 2015   | \$ 73,700                    | \$ 6,700                     | \$ 92,400  | Parcel Total: \$ 172,800        |             |                     |              |                             |                  |                   |                              |               |                  |              |
| <b>2016</b>  | <b>\$ 53,000</b>             | <b>\$ 6,700</b>              | <b>\$ 91,500</b>   | <b>Parcel Total: \$ 151,200</b> |             |                     |              |                             |                  |                   |                              |               |                  |              |
| LAND VALUATION   |                              |                              |  |                                 |             |                     |              |                             |                  |                   |                              |               |                  |              |
| <b>Zone:</b> RES   | <b>Minimum Acreage:</b> 1.95 | <b>Minimum Frontage:</b> 250 |  |                                 |             |                     |              | <b>Site:</b>                | <b>Driveway:</b> |                   |                              | <b>Road:</b>  |                  |              |
| <b>Land Type</b>   | <b>Units</b>                 | <b>Base Rate</b>             | <b>NC</b>  | <b>Adj</b>                      | <b>Site</b> | <b>Road</b>         | <b>DWay</b>  | <b>Topography</b>           | <b>Cond</b>      | <b>Ad Valorem</b> | <b>SPI</b>                   | <b>R</b>      | <b>Tax Value</b> | <b>Notes</b> |
| IF RES   | 1.950 ac                     | 80,000                       | G  | 120                             | 100         | 100                 | 100          |                             | 95               | 91,200            | 0                            | N             | 91,200           | WET          |
| IF RES   | 0.290 ac                     | x 4,000                      | X  | 100                             |             |                     |              |                             | 25               | 300               | 0                            | N             | 300              |              |
|  |                              |                              |  |                                 |             |                     |              |                             |                  |                   | <b>2.240 ac</b>              | <b>91,500</b> | <b>91,500</b>    |              |



**PICTURE**



**OWNER**

COUSE, NAITHAN C.  
 18 DEMERITT AVE  
 LEE, NH 03861

**TAXABLE DISTRICTS**

| District | Percentage |
|----------|------------|
|          |            |

**BUILDING DETAILS**

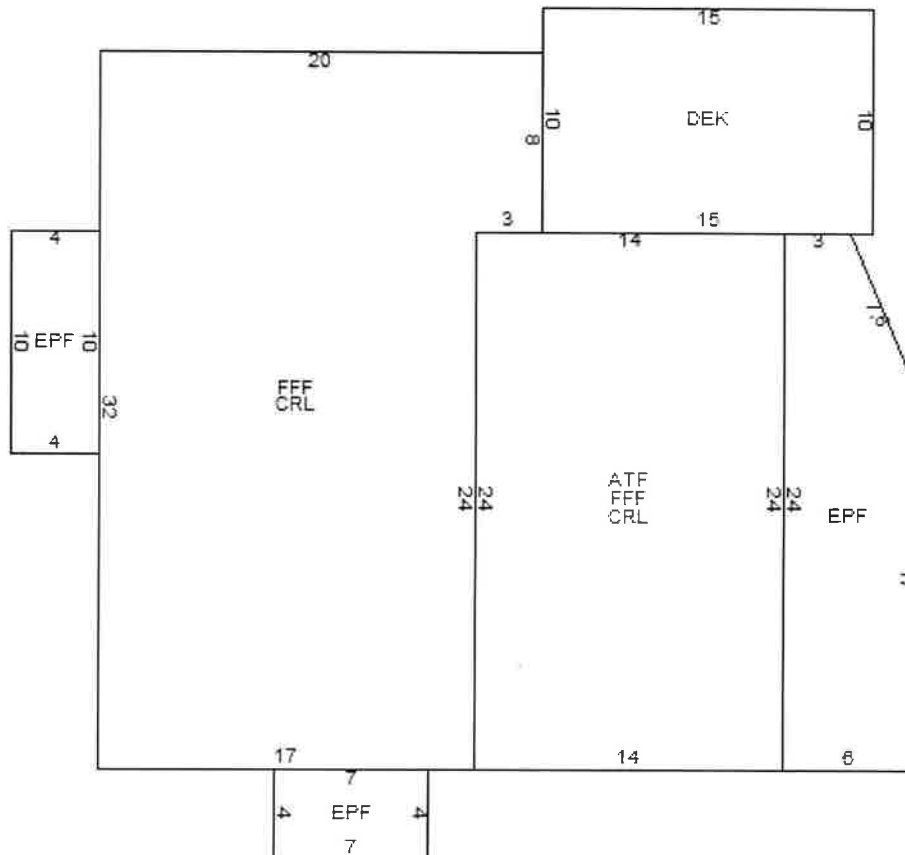
Model: **1 STORY FRAME CAPE**  
 Roof: **GABLE OR HIP/ASPHALT**  
 Ext: **ALUM SIDING**  
 Int: **WALL BOARD/DRYWALL**  
 Floor: **LINOLEUM OR SIM/CARPET**  
 Heat: **OIL/FA NO DUCTS**  
 Bedrooms: **3** Baths: **1.0** Fixtures: **3**  
 Extra Kitchens:      Fireplaces:  
 A/C: **No**      Generators:  
 Quality: **B1 AVG-10**  
 Com. Wall:  
 Size Adj: **1.2365**      Base Rate: **RSA 75.00**  
    Bldg. Rate: **0.9904**  
    Sq. Foot Cost: **\$ 74.28**

**PERMITS**

| Date     | Project Type | Notes                            |
|----------|--------------|----------------------------------|
| 11/30/15 | ELECTRICAL   |                                  |
| 10/29/15 | ELECTRICAL   | MISC ELECTRICAL WORK W/ NEW METE |
| 10/29/15 | ELECTRICAL   |                                  |

**BUILDING SUB AREA DETAILS**

| ID  | Description    | Area         | Adj. | Effect.      |
|-----|----------------|--------------|------|--------------|
| DEK | DECK/ENTRANCE  | 150          | 0.10 | 15           |
| FFF | FST FLR FIN    | 904          | 1.00 | 904          |
| CRL | CRAWL SPACE    | 904          | 0.05 | 45           |
| EPF | ENCLSD PORCH   | 202          | 0.70 | 141          |
| ATF | ATTIC FINISHED | 336          | 0.25 | 84           |
|     |                | <b>2,496</b> |      | <b>1,189</b> |



**2011 BASE YEAR BUILDING VALUATION**

|                     |                     |
|---------------------|---------------------|
| Market Cost New:    | <b>\$ 88,319</b>    |
| Year Built:         | <b>1887</b>         |
| Condition For Age:  | <b>AVERAGE 28 %</b> |
| Physical:           | <b>AP 12 %</b>      |
| Functional:         |                     |
| Economic:           |                     |
| Temporary:          |                     |
| Total Depreciation: | <b>40 %</b>         |
| Building Value:     | <b>\$ 53,000</b>    |

RECEIVED  
JAN 29 2016  
TOWN OF LEE, NH  
SELECTMAN'S OFFICE

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

TAX YEAR APPEALED 2015 - 2016

**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: \_\_\_\_\_

**RSA 76:16 ABATEMENT APPLICATION TO MUNICIPALITY**

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

Name(s): Nathan Course

Mailing Address: 18 Demeritt Av,

Telephone Nos.: (Home) \_\_\_\_\_ (Cell) <sup>603-866</sup> 6453 (Work) <sup>603-866</sup> 6493 (Email) \_\_\_\_\_

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): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Nos.: (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_ (Work) \_\_\_\_\_ (Email) \_\_\_\_\_

**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> |
|-----------------------------|-------------------------------|--------------------|-------------------|
| <u>Taxmap 33, Lot 4-100</u> | <u>175 Tuttle Road Lee NH</u> | <u>03861-6420</u>  |                   |
| <u>See attached</u>         |                               |                    |                   |
|                             |                               |                    |                   |
|                             |                               |                    |                   |

**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> |
|------------------------|----------------------------|--------------------|-------------------|
|                        |                            |                    |                   |
|                        |                            |                    |                   |
|                        |                            |                    |                   |
|                        |                            |                    |                   |

**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.)

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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# Tax map 33 lot 4 Appeal Year Market Value \$ 165,000

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

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

See appraisal  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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 |
|-----------------|----------------|-------------------------|-------|------------|
| _____           | _____          | _____                   | _____ | _____      |
| _____           | _____          | _____                   | _____ | _____      |
| _____           | _____          | _____                   | _____ | _____      |
| _____           | _____          | _____                   | _____ | _____      |

**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: 1/26/16

  
(Signature)

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

**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: 1/26/16

  
(Representative's Signature)

**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)

# **APPRAISAL REPORT OF**

175 Tuttle Road  
Lee, NH 03861-6428

## **AS OF**

12/30/2015

## **PREPARED FOR**

Mr. Naithan Couse

## **PREPARED BY**

Dorothy M. Harris  
Harris Appraisal Services  
170 Commerce Way Suite 200  
Portsmouth, NH 03801



Harris Appraisal Services  
170 Commerce Way Suite 200  
Portsmouth, NH 03801

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01/14/2016

Mr. Naithan Couse

RE:

175 Tuttle Road  
Lee, NH 03861-6428

File No. 011229LE

Case No.

Dear Mr. Couse,

In accordance with your request, I have personally inspected and prepared an appraisal report of the real property located at:

175 Tuttle Road, Lee, NH 03861-6428

The purpose of this appraisal is to estimate the market value of the property described in the body of this appraisal report.

Enclosed, please find the appraisal report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 12/30/2015 is:

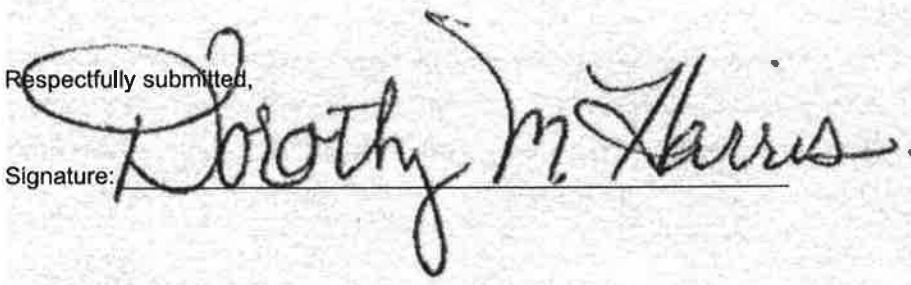
\$ 165,000

The opinion of value expressed in this report is contingent upon the limiting conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Signature:

A handwritten signature in black ink that reads "Dorothy M. Harris". The signature is written in a cursive style and is positioned over a horizontal line.

Dorothy M. Harris  
Harris Appraisal Services



# Residential Appraisal Report

The purpose of this appraisal report is to provide the client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 175 Tuttle Road City Lee State NH Zip Code 03861-642  
 Owner Naithan C. Couse Intended User Naithan Couse County Strafford  
 Legal Description Book 4328, Page 302 Strafford County Registry of Deeds  
 Assessor's Parcel # Tax Map 33, Lot 4 Tax Year 2015 R.E. Taxes \$ 5,054.00  
 Neighborhood Name Lee Map Reference 116 Census Tract 0805.00  
 Occupant  Owner  Tenant  Vacant Special Assessments \$ None  PUD HOA \$ 0  per year  per mo  
 Property Rights Appraised  Fee Simple  Leasehold  Other (describe)  
 Intended Use Private  
 Client Mr. Naithan Couse Address  
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal?  Yes  No  
 Report data source(s) used, offerings price(s), and date(s). NNEREN

CONTRACT

I  did  did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was performed.  
 Contract Price \$ Date of Contract Is the property seller the owner of public record?  Yes  No Data Source(s)  
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the purchaser?  Yes  No  
 If Yes, report the total dollar amount and describe the items to be paid.

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

| Neighborhood Characteristics  |                                   |  |                                    | One-Unit Housing Trends |  |  |                                      | One-Unit Housing |       | Present Land Use % |              |    |
|---|-----------------------------------|--|------------------------------------|-------------------------|--|--|--------------------------------------|------------------|-------|--------------------|--------------|----|
| Location  | <input type="checkbox"/> Urban    | <input checked="" type="checkbox"/> Suburban | <input type="checkbox"/> Rural     | Property Values         | <input type="checkbox"/> Increasing              | <input checked="" type="checkbox"/> Stable     | <input type="checkbox"/> Declining   | PRICE            | AGE   | One-Unit           | 70           |    |
| Built-Up  | <input type="checkbox"/> Over 75% | <input checked="" type="checkbox"/> 25-75%   | <input type="checkbox"/> Under 25% | Demand/Supply           | <input type="checkbox"/> Shortage                | <input checked="" type="checkbox"/> In Balance | <input type="checkbox"/> Over Supply | \$(000)          | (yrs) | 2-4 Unit           | 5            |    |
| Growth  | <input type="checkbox"/> Rapid    | <input checked="" type="checkbox"/> Stable   | <input type="checkbox"/> Slow      | Marketing Time          | <input checked="" type="checkbox"/> Under 3 mths | <input type="checkbox"/> 3-6 mths              | <input type="checkbox"/> Over 6 mths | 90               | Low   | 0                  | Multi-Family |    |
| Neighborhood Boundaries The subject neighborhood is located off Route 152, also called North River Road in Lee. Homes are a compatible mix of woodframe dwellings of similar appeal.  |                                   |  |                                    |                         |  |  |                                      | 700              | High  | 200                | Commercial   |    |
| Neighborhood Description The subject neighborhood is convenient to employment centers and amenities via Routes 152, 155, 125, 87 and 108. Unfavorable factors affecting the marketability in neighborhood. The neighborhood boundaries are Route 4 to the north, the town of Durham to the east, the town of Epping to the south and Route 125 to the west. |                                   |  |                                    |                         |  |  |                                      | 275              | Pred. | 60                 | Other        | 25 |
| Market Conditions (including support for the above conclusions) Property values have been stable over the past several months with no significant increase or decrease in value. The present marketing time is less than 3 months for competitively priced homes.   |                                   |  |                                    |                         |  |  |                                      |                  |       |                    |              |    |

SITE

Dimensions See Legal Description Area 2.24 acres Shape Mostly Rectangular View Residential  
 Specific Zoning Classification Res Zoning Description Residential ~ Requirements, minimum 85,000sf with 250 feet front  
 Zoning Compliance  Legal  Legal Nonconforming (Grandfathered Use)  No Zoning  Illegal (describe)  
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use?  Yes  No If No, describe.  
 Utilities Public Other (describe) Public Other (describe) Off-site Improvements-Type Public Private  
 Electricity   Water   Street Paved Asphalt    
 Gas   Sanitary Sewer   Alley None    
 FEMA Special Flood Hazard Area  Yes  No FEMA Flood Zone X FEMA Map # 33017C0360D FEMA Map Date 05/17/2005  
 Are the utilities and/or off-site improvements typical for the market area?  Yes  No If No, describe.  
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?  Yes  No If Yes, describe.  
 The site has a private well, septic and bottled gas which are common to the area and not adverse. No seepage was noted. The subject is on the corner of Hobbs Road. The site is typical to the area with an average lot size and utility. No adverse easements, encroachments or other adverse factors were noted.

| General Description |  | Foundation   |  | Exterior Description materials/condition |  | Interior materials/condition                 |                               |
|---------------------|--|--|--|--|--|--|-------------------------------|
| Units               | <input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit                             | <input type="checkbox"/> Concrete Slab                 | <input checked="" type="checkbox"/> Crawl Space  | Foundation Walls                         | Brick, Stone & Conc/Avg                            | Floors                                       | Carpet/Average                |
| # of Stories        | 1.5  | <input type="checkbox"/> Full Basement                 | <input type="checkbox"/> Partial Basement  | Exterior Walls                           | Aluminum Siding/Avg                                | Walls  | Drywall & Panelling           |
| Type                | <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit      | Basement Area sq. ft.                                  |  | Roof Surface                             | Asphalt Shingle/Good                               | Trim/Finish                                  | Wood/Good                     |
|                     | <input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const. | Basement Finish %                                      |  | Gutters & Downspouts                     | Adequate Overhang                                  | Bath Floor                                   | Vinyl/Average                 |
| Design (Style)      | Cape   | <input checked="" type="checkbox"/> Outside Entry/Exit | <input type="checkbox"/> Sump Pump   | Window Type                              | Double Hung/Good                                   | Bath Wainscot                                | Marlite/Average               |
| Year Built          | 1887   | Evidence of <input type="checkbox"/> Infestation       |  | Storm Sash/Insulated Thermal             | Good   | Car Storage                                  | <input type="checkbox"/> None |
| Effective Age (Yrs) | 10-12  | <input type="checkbox"/> Dampness                      | <input type="checkbox"/> Settlement  | Screens                                  | Screens/Good                                       | <input checked="" type="checkbox"/> Driveway | # of Cars 3                   |
| Attic               | <input type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs <input checked="" type="checkbox"/> None         | Heating  | <input checked="" type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant | Amenities                                | Woodstove(s) # 0                                   | Driveway Surface                             | Paved Asphalt                 |
|                     | <input type="checkbox"/> Floor <input type="checkbox"/> Scuttle  | <input type="checkbox"/> Other                         | Fuel Oil   | Fireplace(s) #                           | 0  | <input checked="" type="checkbox"/> Garage   | # of Cars 1 +                 |
|                     |  | Cooling  | <input type="checkbox"/> Central Air Conditioning  | Patio/Deck                               | <input checked="" type="checkbox"/> Porch Enclosed | Carport                                      | # of Cars 0                   |

# Residential Appraisal Report

There are 0 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 0 to \$ 0.  
 There are 5 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 163,000 to \$ 193,750.

| FEATURE                               | SUBJECT                               | COMPARABLE SALE #1                      |                   |                                | COMPARABLE SALE #2                  |                                |                | COMPARABLE SALE #3                 |                |  |
|---------------------------------------|---------------------------------------|---|-------------------|--------------------------------|-------------------------------------|--------------------------------|----------------|------------------------------------|----------------|--|
| Address                               | 175 Tuttle Road<br>Lee, NH 03861-6428 | 466 Packers Falls Road<br>Lee, NH 03861 |                   |                                | 68 Campground Road<br>Lee, NH 03861 |                                |                | 334 Calef Highway<br>Lee, NH 03861 |                |  |
| Proximity to Subject                  |                                       | 3.16 miles NE                           |                   |                                | 0.66 miles SW                       |                                |                | 2.31 miles NW                      |                |  |
| Sale Price                            | \$                                    | \$ 163,000                              |                   |                                | \$ 187,000                          |                                |                | \$ 193,750                         |                |  |
| Sale Price/Gross Liv. Area            | \$ 0.00 sq. ft.                       | \$ 102.71 sq. ft.                       |                   |                                | \$ 125.00 sq. ft.                   |                                |                | \$ 135.68 sq. ft.                  |                |  |
| Data Source(s)                        |                                       | NNEREN # 4440038;DOM 44                 |                   |                                | NNEREN # 4431071;DOM 24             |                                |                | NNEREN #4422103;DOM 13             |                |  |
| Verification Source(s)                |                                       | Public Records                          |                   |                                | Public Records                      |                                |                | Public Records                     |                |  |
| VALUE ADJUSTMENTS                     | DESCRIPTION                           | DESCRIPTION                             | +(-)\$ Adjustment | DESCRIPTION                    | +(-)\$ Adjustment                   | DESCRIPTION                    | +(-)\$ Adjustm | DESCRIPTION                        | +(-)\$ Adjustm |  |
| Sale or Financing                     |                                       | ArmLth                                  |                   | ArmLth                         |                                     | ArmLth                         |                | ArmLth                             |                |  |
| Concessions                           |                                       | Conventional                            |                   | Conventional                   |                                     | Conventional                   |                | Conventional                       | -2,5           |  |
| Date of Sale/Time                     |                                       | Closed 12/18/2015                       |                   |                                | Closed 08/17/2015                   |                                |                | Closed 07/24/2015                  |                |  |
| Location                              | Residential                           | Residential                             |                   | Residential                    |                                     | Residential                    |                | Inferior                           | +5,0           |  |
| Leasehold/Fee Simple                  | Fee Simple                            | Fee Simple                              |                   | Fee Simple                     |                                     | Fee Simple                     |                | Fee Simple                         |                |  |
| Site                                  | 2.24 acres                            | 1 acre                                  | +2,000            | .91 acre                       | +2,000                              | 2.68 acres                     |                |                                    |                |  |
| View                                  | Residential                           | Residential                             |                   | Residential                    |                                     | Residential                    |                |                                    |                |  |
| Design (Style)                        | Cape                                  | Ranch                                   | 0                 | Ranch                          | 0                                   | Ranch                          |                |                                    |                |  |
| Quality of Construction               | Average                               | Average                                 |                   | Good                           | -9,000                              | Good                           | -9,5           |                                    |                |  |
| Actual Age                            | 129                                   | 56                                      | 0                 | 60                             | 0                                   | 53                             |                |                                    |                |  |
| Condition                             | Average                               | Inferior                                | +8,000            | Good                           | -9,000                              | Good                           | -9,5           |                                    |                |  |
| Above Grade                           | Total Bdrms Baths                     | Total Bdrms Baths                       |                   | Total Bdrms Baths              |                                     | Total Bdrms Baths              |                | Total Bdrms Baths                  |                |  |
| Room Count                            | 6 2 1                                 | 5 2 2.0                                 | -5000             | 5 2 1.0                        | 0                                   | 6 3 1.0                        |                |                                    |                |  |
| Gross Living Area                     | 1,240 sq. ft.                         | 1,587 sq. ft.                           | -6,940            | 1,496 sq. ft.                  | -5,120                              | 1,428 sq. ft.                  | -3,7           |                                    |                |  |
| Basement & Finished Rooms Below Grade | Crawl                                 | Partial/Adequate Unfinished             | -3,000            | Full Unfinished                | -4000                               | Full 1 Room                    | -40            |                                    |                |  |
| Functional Utility                    | Good                                  | Good                                    |                   | Good                           |                                     | Good                           |                |                                    |                |  |
| Heating/Cooling                       | FWA/None                              | HWBB/None                               | 0                 | HWBB/None                      | 0                                   | HWBB/None                      |                |                                    |                |  |
| Energy Efficient Items                | None                                  | None                                    |                   | None                           |                                     | None                           |                |                                    |                |  |
| Garage/Carport                        | 1 + Car Detached                      | None                                    | +8,000            | None                           | +8,000                              | None                           | +80            |                                    |                |  |
| Porch/Patio/Deck                      | Enclosed & Deck                       | Enclosed Porch                          | +1,500            | None                           | +4,500                              | Deck                           | +30            |                                    |                |  |
|                                       | None                                  | None                                    |                   | Woodstove                      | -1,000                              | None                           |                |                                    |                |  |
|                                       | None                                  | Accessory Unit                          | -6000             | None                           |                                     | None                           |                |                                    |                |  |
|                                       | Storage Shed                          | Storage Shed                            |                   | 2 Storage Sheds                | -1,000                              | Storage Shed                   |                |                                    |                |  |
| Net Adjustment (Total)                |                                       |   | \$ -1,440         |                                | \$ -14,620                          |                                | \$ -17,260     |                                    |                |  |
| Adjusted Sale Price of Comparables    |                                       | Net Adj: -1%<br>Gross Adj: 25%          | \$ 161,560        | Net Adj: -8%<br>Gross Adj: 23% | \$ 172,380                          | Net Adj: -9%<br>Gross Adj: 25% | \$ 176,490     |                                    |                |  |

SALES COMPARISON ANALYSIS

I did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research  did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data source(s) Strafford County Registry of Deeds

My research  did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data source(s) Strafford County Registry of Deeds

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

| ITEM                             | SUBJECT           | COMPARABLE SALE #1 | COMPARABLE SALE #2 | COMPARABLE SALE #3 |
|----------------------------------|-------------------|--------------------|--------------------|--------------------|
| Date of Prior Sale/Transfer      | 03/29/2015        |                    |                    |                    |
| Price of Prior Sale/Transfer     | \$80,000          |                    |                    |                    |
| Data Source(s)                   | Registry of Deeds | Registry of Deeds  | Registry of Deeds  | Registry of Deeds  |
| Effective Date of Data Source(s) | 01/07/2016        | 01/07/2016         | 01/07/2016         | 01/07/2016         |

Analysis of prior sale or transfer history of the subject property and comparable sales The subject property transferred the past 3 years, 3/29/2015 for \$80,000. The dwelling has been updated since the date of transfer. There have been no sales of the other comparable sales within the year preceding the date of sale of the comparable sale.

Summary of Sales Comparison Approach Comparables 1, 3, 4 and 5 are over one mile from subject, comp 5 is from a neighboring town and comps 4 and 5 are over six months due to a lack of recent comparable sales in the area. Comp 3 adj. for the location on a busy road. Lot size adj.at

## Residential Appraisal Report

I have performed no services, as an appraiser or in any other capacity, regarding the subject property within a three year period immediately preceding acceptance of this assignment.

This appraisal is based on information gathered from public records, the appraiser's past knowledge and experience of the area and the inspection of the subject property and its neighborhood. The sources and data used are considered to be reliable.

In making the determination of highest and best use for the subject property, the following analysis has been considered. What is legally permitted, what is physically possible, what is economically feasible, and what is maximally productive for the property. The subject's present use is considered to be the highest and best use.

ADDITIONAL COMMENTS

### COST APPROACH TO VALUE (if applicable)

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) The land value is based on recent sales of undeveloped lots in the area. A 2.56 acre lot on Longmarsh Road in Durham sold for \$75,000 on 9/15/2014. A 2.64 acre lot on Mill Road in Durham sold for \$85,000 on 7/18/2014. The subject's land value is estimated at \$80,000.

COST APPROACH

| ESTIMATED <input type="checkbox"/>   | REPRODUCTION OR <input type="checkbox"/> | REPLACEMENT COST NEW <input type="checkbox"/> | OPINION OF SITE VALUE              |             |              | =\$              |         |
|--|--|---|------------------------------------|-------------|--------------|------------------|---------|
| Source of cost data National Cost Service                                      |  |   | Dwelling                           | 1,240       | Sq. Ft. @\$  | \$ 0             |         |
| Quality rating from cost service   |  | Effective date of cost data                   | Bsmt.                              |             | Sq. Ft. @\$  | \$ 0             |         |
| Comments on Cost Approach (gross living area calculations, depreciation, etc.) |  |   | Garage/Carport                     |             |              | Sq. Ft. @\$ \$ 0 |         |
| The cost approach to value is not used due to the age of the dwelling.         |  |   | Total Estimate of Cost-new         |             |              | \$ 0             |         |
|  |  |   | Less                               | Physical 17 | Functional 0 | External 0       |         |
|  |  |   | Depreciation                       | 0           | 0            | 0                | \$ ( 0) |
|  |  |   | Depreciated Cost of Improvements   |             |              | \$ 0             |         |
|  |  |   | "As-is" Value of Site Improvements |             |              | \$               |         |
| Estimated Remaining Economic Life (HUD and VA only) 53-55 Years                |  |   | Indicated Value By Cost Approach   |             |              | \$ 0             |         |

### INCOME APPROACH TO VALUE (if applicable)

INCOME

|  |     |                    |     |     |     |                                    |
|--|-----|--------------------|-----|-----|-----|------------------------------------|
| Estimated Monthly Market Rent \$                                       | N/A | X Gross Multiplier | N/A | =\$ | N/A | Indicated Value by Income Approach |
| Summary of Income Approach (including support for market rent and GRM) |     |                    |     |     |     |                                    |

Harris Appraisal Services  
EXTRA COMPARABLES 4-5-6

File No. 011229LE

Case No.

Owner Naithan C. Couse

Property Address 175 Tuttle Road

City Lee County Strafford State NH Zip Code 03861-6428

Client Mr. Naithan Couse Address

SALES COMPARISON ANALYSIS

| FEATURE                               | SUBJECT                               |      |       | COMPARABLE SALE # 4           |      |       | COMPARABLE SALE # 5                                |               |      | COMPARABLE SALE # 6 |      |         |                |       |  |
|---------------------------------------|---------------------------------------|------|-------|-------------------------------|------|-------|--|---------------|------|---------------------|------|---------|----------------|-------|--|
| Address                               | 175 Tuttle Road<br>Lee, NH 03861-6428 |      |       | 32 Mast Road<br>Lee, NH 03861 |      |       | 86 Second Crown Point Road<br>Barrington, NH 03825 |               |      |                     |      |         |                |       |  |
| Proximity to Subject                  |                                       |      |       | 2.27 miles N                  |      |       | 12.21 miles N                                      |               |      |                     |      |         |                |       |  |
| Sale Price                            | \$                                    |      |       | \$ 193,000                    |      |       | \$ 172,500   |               |      | \$                  |      |         |                |       |  |
| Sale Price/Gross Liv. Area            | \$ 0.00 sq. ft.                       |      |       | \$ 188.48 sq. ft.             |      |       | \$ 135.08 sq. ft.                                  |               |      | \$ sq. ft.          |      |         |                |       |  |
| Data Source(s)                        |                                       |      |       | NNEREN # 4393743;DOM 51       |      |       | NNEREN # 4423870;DOM 12                            |               |      |                     |      |         |                |       |  |
| Verification Source(s)                |                                       |      |       | Public Records                |      |       | Public Records                                     |               |      |                     |      |         |                |       |  |
| VALUE ADJUSTMENTS                     | DESCRIPTION                           |      |       | DESCRIPTION                   |      |       | +(-)\$ Adjustment                                  |               |      | DESCRIPTION         |      |         | +(-)\$ Adjustm |       |  |
| Sale or Financing                     |                                       |      |       | ArmLth                        |      |       |  |               |      | ArmLth              |      |         |                |       |  |
| Concessions                           |                                       |      |       | Conventional                  |      |       | -5,000   |               |      | Conventional        |      |         | -2,000         |       |  |
| Date of Sale/Time                     |                                       |      |       | Closed 03/11/2015             |      |       |  |               |      | Closed 06/30/2015   |      |         |                |       |  |
| Location                              | Residential                           |      |       | Residential                   |      |       |  |               |      | Residential         |      |         | +8,500         |       |  |
| Leasehold/Fee Simple                  | Fee Simple                            |      |       | Fee Simple                    |      |       |  |               |      | Fee Simple          |      |         |                |       |  |
| Site                                  | 2.24 acres                            |      |       | 2.11 acres                    |      |       | 0  |               |      | 1.2 acres           |      |         | +2,000         |       |  |
| View                                  | Residential                           |      |       | Residential                   |      |       |  |               |      | Residential         |      |         |                |       |  |
| Design (Style)                        | Cape                                  |      |       | Ranch                         |      |       | 0  |               |      | Cape                |      |         |                |       |  |
| Quality of Construction               | Average                               |      |       | Good                          |      |       | -9,500   |               |      | Good                |      |         | -8,500         |       |  |
| Actual Age                            | 129                                   |      |       | 53                            |      |       | 0  |               |      | 50                  |      |         | 0              |       |  |
| Condition                             | Average                               |      |       | Good                          |      |       | -9,500   |               |      | Average             |      |         |                |       |  |
| Above Grade                           | Total                                 | Bdms | Baths | Total                         | Bdms | Baths |  | Total         | Bdms | Baths               |      | Total   | Bdms           | Baths |  |
| Room Count                            | 6                                     | 2    | 1     | 5                             | 3    | 1.0   | 0  | 5             | 2    | 1.0                 | 0    |         |                |       |  |
| Gross Living Area                     | 1,240 sq. ft.                         |      |       | 1,024 sq. ft.                 |      |       | +4,320   | 1,277 sq. ft. |      |                     | -740 | sq. ft. |                |       |  |
| Basement & Finished Rooms Below Grade | Crawl                                 |      |       | Full                          |      |       | -4,000   |               |      | Full                |      |         | -4,000         |       |  |
|                                       |                                       |      |       | Partial Finish                |      |       | -1000  |               |      | Unfinished          |      |         |                |       |  |
| Functional Utility                    | Good                                  |      |       | Good                          |      |       |  |               |      | Good                |      |         |                |       |  |
| Heating/Cooling                       | FWA/None                              |      |       | FWA/None                      |      |       | 0  |               |      | FWA/None            |      |         |                |       |  |
| Energy Efficient Items                | None                                  |      |       | None                          |      |       |  |               |      | None                |      |         |                |       |  |
| Garage/Carport                        | 1 + Car Detached                      |      |       | 1 Car Detached                |      |       | +2000  |               |      | None                |      |         | +8000          |       |  |
| Porch/Patio/Deck                      | Enclosed & Deck                       |      |       | None                          |      |       | +4500  |               |      | Enclosed Porch      |      |         | +1,500         |       |  |
|                                       | None                                  |      |       | None                          |      |       |  |               |      | None                |      |         |                |       |  |
|                                       | None                                  |      |       | Fenced Yard                   |      |       | -1,500   |               |      | None                |      |         |                |       |  |
|                                       | Storage Shed                          |      |       | Storage Shed                  |      |       | 0  |               |      | Barn                |      |         | -5,000         |       |  |
| Net Adjustment (Total)                |                                       |      |       | + X -                         |      |       | \$ -19,680   |               |      | + X -               |      |         | \$ -240        |       |  |
| Adjusted Sale Price of Comparables    |                                       |      |       | Net Adj: -10%                 |      |       |  |               |      | Net Adj: 0%         |      |         |                |       |  |
|                                       |                                       |      |       | Gross Adj: 21%                |      |       | \$ 173,320   |               |      | Gross Adj: 23%      |      |         | \$ 172,260     |       |  |
|                                       |                                       |      |       |                               |      |       |  |               |      | Gross Adj: 0%       |      |         | \$ 0           |       |  |

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales

| ITEM                             | SUBJECT           | COMPARABLE SALE # 4 | COMPARABLE SALE # 5 | COMPARABLE SALE # 6 |
|----------------------------------|-------------------|---------------------|---------------------|---------------------|
| Date of Prior Sale/Transfer      | 03/29/2015        |                     |                     |                     |
| Price of Prior Sale/Transfer     | \$80,000          |                     |                     |                     |
| Data Source(s)                   | Registry of Deeds | Registry of Deeds   | Registry of Deeds   |                     |
| Effective Date of Data Source(s) | 01/07/2016        | 01/07/2016          | 01/07/2016          |                     |

Analysis of prior sale or transfer history of the subject property and comparable sales

**Uniform Residential Appraisal Report**

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or

# MEMORANDUM

**TO:** Select Board  
Town of Lee

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

**DATE:** May 16, 2016

**RE:** Land Use Change Tax  
459 Packers Falls Road  
Tax Map 15 Lot 1-0700

---

I have attached a land use change tax form and a warrant form for the above referenced property. The subject is a 5.0-acre parcel which had 4.0-acres of excess land enrolled in the current use program with abutting land. Property transferred and as it is less than the minimum size requirement (10 acres), it no longer qualifies for enrollment and a land use change tax is due.

The market value estimate listed was based on a review of the information from the last revaluation as well as a market data of other parcels and my experience. The value estimate of \$1,500 as of the date of change is felt to be fair and reasonable. As such it is recommended that the attached forms be signed and a land use change tax bill in the amount of \$1,500 be issued.

If there are any questions or a meeting to discuss this matter is desired, please let me know.

FORM

**A-5**

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

**LAND USE CHANGE TAX**

**STEP 1 PROPERTY OWNER(S) AND RESPONSIBLE PARTY (if applicable)**

|                      |   |            |            |  |
|----------------------|---|------------|------------|--|
| PLEASE TYPE OR PRINT | LAST NAME   | FIRST NAME | INITIAL    |  |
|                      | BENKOSKY  | MATTHEW    | J          |  |
|                      | LAST NAME   | FIRST NAME | INITIAL    |  |
|                      | BENKOSKY  | TRACEY     | A          |  |
|                      | RESPONSIBLE PARTY, IF OTHER THAN PROPERTY OWNER [RSA 79-A:7, II(e)] |            |            |  |
|                      | STREET ADDRESS<br>459 PACKERS FALLS ROAD                            |            |            |  |
| ADDRESS (continued)  |   |            |            |  |
| TOWN/CITY            |   | STATE      | ZIP CODE+4 |  |
| LEE                  |   | NH         | 03861      |  |

**STEP 2 PROPERTY LOCATION**

|                      |                                  |  |       |                     |               |       |
|----------------------|----------------------------------|--|-------|---------------------|---------------|-------|
| PLEASE TYPE OR PRINT | STREET<br>459 PACKERS FALLS ROAD |  |       |                     |               |       |
|                      | TOWN/CITY<br>LEE                 |  |       | COUNTY<br>STRAFFORD |               |       |
|                      | NUMBER OF ACRES<br>5.00          | CHECK ONE<br>PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input checked="" type="checkbox"/> |       | BOOK #<br>4304      | PAGE #<br>727 |       |
|                      | MAP #<br>15                      | LOT #<br>1-0700  | MAP # | LOT #               | MAP #         | LOT # |

**STEP 3 LOCAL IDENTIFICATION OF LAND BEING DISQUALIFIED**

|  |                |               |
|--|----------------|---------------|
| (a) Owners Name of Record When Land Was First Classified<br>MORGAN, NADA   | BOOK #<br>1140 | PAGE #<br>170 |
| (b) Number of Acres Originally Classified                                  | 7.95           |               |
| (c) Number of Acres Previously Disqualified                                | 0              |               |
| (d) Acres Disqualified per this Assessment                                 | 4              |               |
| (e) Number of Acres Remaining in Current Use<br>[3(b) minus 3(c) and 3(d)] | 3.95           |               |

**STEP 4 ASSESSMENT OF LAND USE CHANGE TAX**

|   |              |
|---|--------------|
| (a) Narrative description of the disqualification: <span style="float: right;">+</span> |              |
| TRANSFERSS LESS THAN 10 CONTIGIOUS ACRES - EXCESS LAND                                  |              |
| (b) Actual Date of Change in Use (MM/DD/YYYY)   | 06/29/2015   |
| (c) Full and True Value at Time of Change in Use  | \$ 15,000.00 |
| (d) Land Use Change Tax [Step 4(c) x 10%]   | \$ 1,500.00  |



NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**LAND USE CHANGE TAX**

**STEP 5 SIGNATURES OF A MAJORITY OF SELECTMEN/ASSESSORS**

|   |                          |      |
|---|--------------------------|------|
| TYPE OR PRINT NAME (in black ink)<br><b>CAROLE DENNIS</b> | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (in black ink)<br><b>SCOTT BUGBEE</b>  | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (in black ink)<br><b>JOHN LACOURSE</b> | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (in black ink)                         | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (in black ink)                         | SIGNATURE (in black ink) | DATE |

**STEP 6 LAND USE CHANGE TAX NOTICE (TO BE COMPLETED BY LOCAL ASSESSING OFFICIALS)**

|  |  |   |                            |
|--|--|---|----------------------------|
| PLEASE TYPE OR PRINT                             | LAST NAME<br><b>BENKOSKY</b>             | FIRST NAME<br><b>MATTHEW &amp; TRACEY</b> |                            |
|  | ADDRESS<br><b>459 PACKERS FALLS ROAD</b> |   |                            |
|  | ADDRESS (continued)                      |   |                            |
|  | TOWN/CITY<br><b>LEE</b>                  | STATE<br><b>NH</b>                        | ZIP CODE+4<br><b>03861</b> |
| (a) Date of Release (MM/DD/YYYY)                 |  |   |                            |
| (b) Date of Bill (MM/DD/YYYY)                    |  |   |                            |
| (c) Full and True Value at Time of Change in Use |  | \$  | <b>15,000.00</b>           |
| (d) Total Tax Due                                |  | \$  | <b>1,500.00</b>            |

**STEP 7 CHECKS PAYABLE TO AND MAILED TO (TO BE COMPLETED BY TAX COLLECTOR)**

|  |                               |                    |                            |
|--|-------------------------------|--------------------|----------------------------|
| (a) Make Check Payable to: <b>TOWN OF LEE</b>  |                               |                    |                            |
| (b) Mail To:   | NAME<br><b>TOWN OF LEE</b>    |                    |                            |
|  | ADDRESS<br><b>7 MAST ROAD</b> |                    |                            |
|  | TOWN/CITY<br><b>LEE</b>       | STATE<br><b>NH</b> | ZIP CODE+4<br><b>03861</b> |
| (c) Tax Collector's Office Location: <b>7 MAST RD, LEE, NH 03861</b>   |                               |                    |                            |
| (d) Tax Collector's Office Hours: <b>MON 8AM-6PM, WED&amp;FRI 8AM-4PM</b>  |                               |                    |                            |
| (e) Include a separate check in the amount of \$ _____<br>Payable to _____ for recording fee at County Register of Deeds.  |                               |                    |                            |
| (f) Payment of this tax is due no later than 30 days after mailing of this bill. Interest, at the rate of 18% per annum, shall be due if this tax is not paid on or before _____ |                               |                    |                            |

**STEP 8 ACKNOWLEDGMENT OF PAYMENT**

|   |           |
|---|-----------|
| SIGNATURE (in black ink) OF TAX COLLECTOR | DATE PAID |
|---|-----------|

## LAND USE CHANGE TAX INSTRUCTIONS

### GENERAL INSTRUCTIONS

#### WHO MUST FILE

Local assessing officials shall complete Form A-5, Land Use Change Tax, to assess the use change tax on current use land where property previously classified as open space land and assessed at current use values on or after April 1, 1974 is changed to a use which does not qualify for current use assessment.

#### WHAT TO FILE

The Form A-5 shall be prepared by the local assessing officials and an original and two copies shall be submitted to the tax collector for collection of land use change tax. In accordance with Cub 309.03 Form A-5W shall serve as a warrant with which the tax collector shall collect the tax. The tax collector shall ensure that a copy of these instructions are provided to the land owner advising them of their appeal rights.

#### WHEN TO FILE

Pursuant to RSA 79-A:7, II(d), payment of Land Use Change Tax, together with the recording fees due the Register of Deeds, is due within 30 days after mailing of the tax bill. Interest at a rate of 18% will accrue on any unpaid tax after 30 days.

#### WHERE TO FILE

Once completed and signed in black ink, this form and attachments shall be filed as follows:

|           |                           |
|-----------|---------------------------|
| Original: | Register of Deeds         |
| Copy:     | Local Assessing Officials |
| Copy:     | Land Owner                |
| Copy:     | Local Tax Collector       |

#### APEALS

Within 2 months of the notice of the tax date, and not afterwards, a land owner may apply in writing to the Selectmen or Assessors for an abatement of the Land Use Change Tax. If the Selectmen or Assessors neglect or refuse to abate the Land Use Change Tax, any person aggrieved may either apply in writing to the Board of Tax and Land Appeals or petition the County Superior Court within 8 months of the notice of the tax in accordance with RSA 79-A:10 or RSA 79-A:11.

Forms for appealing to the Board of Tax and Land Appeals may be obtained from the NH Board of Tax and Land Appeals, 107 Pleasant Street, Concord, NH 03301 or by calling (603) 271-2578 or by visiting their web site at [www.nh.gov/btla](http://www.nh.gov/btla). Be sure to specify that you are appealing the Land Use Change tax.

#### ADA

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

#### NEED HELP?

Contact your local municipality or the Property Appraisal Division at (603) 271-2687.

### LINE-BY-LINE INSTRUCTIONS

#### STEP 1

Enter the complete name(s), address, municipality, state and zip code of the present owner(s) and/or responsible party [if other than owner pursuant to RSA 79-A:7, II(e)], being assessed the Land Use Change Tax in accordance with RSA 79-A:7. If there is more than two owners, submit a supplemental list of all owners names of record.

#### STEP 2

Enter the property location information of the land being disqualified in the spaces provided. Check whether this is a partial release or a full release.

#### STEP 3

- (a) Enter name and address of the owners of record when the land was first classified under Current Use, including the Book and Page where it was recorded.
- (b) Enter the number of acres originally classified under RSA 75:1.
- (c) Enter the number of acres previously disqualified from RSA 75:1.
- (d) Enter the number of acres disqualified per this Assessment.
- (e) Enter the number of acres remaining in Land Use Assessment. [Steps 3(b) minus 3(c) and 3(d)].

#### STEP 4

- (a) Provide a brief narrative description of the property subject to disqualification. (i.e. forest land converted to house lots.)
- (b) Enter the actual date of change in use in the following format: MM/DD/YYYY.
- (c) Enter the full and true value of the disqualified property at the time of the change in use.
- (d) Calculate the Land Use Change Tax by multiplying Step 4(c) by 10%. Enter the result on Step 4(d).

#### STEP 5

Signatures, in black ink, of a majority of the local selectmen/assessors in the spaces provided indicates approval.

#### STEP 6

Enter the name and mailing address of the present owners or responsible party responsible for payment of tax.

- (a) Enter the actual date of the change in use. [Same as Step 4(b)].
- (b) Enter the date of the Land Use Change tax notice.
- (c) Enter the Full and True Value of the land subject to Land Use Change as provided in RSA 75:1. [Same as Step 4(d)].
- (d) Enter the Land Use Change Tax Due as calculated on page 1 Step 4(d).

#### STEP 7

- (a) Enter the municipality to which checks are to be made payable. This should be the municipality in which the disqualified property is located.
- (b) Enter the name of the tax collector and the applicable mailing address to which payments should be remitted.
- (c) Enter the tax collector's office location.
- (d) Enter the hours of operation for the local tax collector.
- (e) Enter the applicable lien release recording fee to be remitted to the County Registry of Deeds and the proper county to which the fee is due.
- (f) Enter the final date the taxpayer has to pay the bill to avoid penalties.

#### STEP 8

The tax collector must sign and date in black ink to indicate when the tax is paid and then shall remit the original Form A-5 with the recording fee to the County Registry of Deeds.

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**CURRENT USE LAND USE CHANGE TAX COLLECTOR'S WARRANT**

**TAX COLLECTOR'S WARRANT FOR TOWN/CITY**

|                                      |                    |                            |
|--------------------------------------|--------------------|----------------------------|
| TOWN/CITY OF<br><b>LEE</b>           |                    |                            |
| STREET ADDRESS<br><b>7 MAST ROAD</b> |                    |                            |
| ADDRESS (continued)                  |                    |                            |
| TOWN/CITY<br><b>LEE</b>              | STATE<br><b>NH</b> | ZIP CODE+4<br><b>03861</b> |

**COLLECTION OF LAND USE CHANGE TAX**

|  |                     |
|--|---------------------|
| State of New Hampshire, County of <b>STRAFFORD</b>   |                     |
| To <b>LINDA REINHOLD</b>   | Collector of Taxes  |
| for the Town/City of <b>LEE</b>  | in said County.     |
| In the name of said State you are directed to collect the <b>LAND USE CHANGE TAX</b> in the list herewith committed to you, amounting in all of the sum of:<br>Interest at 18% will be assessed after 30 days. | <b>\$ 1,500.00</b>  |
| Given under our hands at   |                     |
| This day of  |                     |
| OWNER NAME<br><b>MATTHEW AND TRACEY BENKOSKY</b>   |                     |
| OWNER ADDRESS<br><b>459 PACKES FALLS ROAD, LEE NH 03861</b>  |                     |
| MAP<br><b>15</b>   | LOT<br><b>1-700</b> |

**SIGNATURES OF A MAJORITY OF SELECTMEN/ASSESSORS**

|   |                          |      |
|---|--------------------------|------|
| TYPE OR PRINT NAME (in black ink)<br><b>CAROLE DENNIS</b> | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (in black ink)<br><b>SCOTT BUGBEE</b>  | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (in black ink)<br><b>JOHN LACOURSE</b> | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (in black ink)                         | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (in black ink)                         | SIGNATURE (in black ink) | DATE |

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**CURRENT USE LAND USE CHANGE TAX COLLECTOR'S WARRANT**  
 INSTRUCTIONS

**GENERAL INSTRUCTIONS**

**WHO MUST FILE**

Assessing Officials shall complete Form A-5W, Tax Collectors Warrant, to assess the Current Use Land Use Change Tax, as approved by the board, to serve as a warrant with which the tax collector shall collect the tax from the property owner.

**WHAT TO FILE**

The Form A-5W, Current Use: Land Use Change Tax Collector's Warrant. Assessing officials shall submit Form A-5W, Current Use: Land Use Change Tax Collectors Warrant, as approved by the board, to the Tax collector to serve as a warrant with which the tax collector shall collect the tax.

**WHERE TO FILE**

Once completed and signed in black ink, this form and attachments shall be filed as follows:

Original and 2 copies: Local Tax Collector

**TAX COLLECTORS PROCEDURES**

Upon receipt of the land use change tax warrant and the prescribed forms, the tax collector shall mail the duplicate copy of the tax bill to the owner responsible for the tax as the notice thereof. Such bill shall be mailed, at the latest, within 12 months of the date upon which the local assessing officials receive written notice of the change of use from the landowner or his agent, or within 12 months of the date the local assessing officials actually discover that the land use change tax is due and payable. Upon receipt of payment, but except for proceedings under RSA 79-A:7, II(e), the collector shall forward the original tax bill to the register of deeds of the county in which the land is located for the purpose of releasing recorded contingent liens required under RSA 79-A:5, VI. The tax bill shall state clearly whether all, or only a portion, of the land affected by the notice of contingent lien is subject to release. The recording fee charged by the register of deeds shall be paid by the owner of the land in accordance with the fees to which the register of deeds is entitled under RSA 478:17; 478:17-f or 478:17-g, l as applicable.

**WHEN DUE**

Payment of the land use change tax, together with the recording fees due the register of deeds, shall be due not later than 30 days after mailing of the tax bills for such tax, and interest at the rate of 18 percent per annum shall be due thereafter on any taxes not paid within the 30-day period.

**COLLECTION OF UNPAID TAX**

All land use change tax assessments levied under this section shall, on the date of the change in use, create a lien upon the land on account of which they are made and against the owner of record of such land or against the responsible party pursuant to RSA 79-A:7, II(e). Furthermore, such liens shall continue for a period of 18 months following the date upon which the local assessing officials receive written notice of the change of use from the landowner or his agent, or the date the local assessing officials actually discover that the land use change tax is due and payable, and such assessment shall be subject to statutory collection proceedings against real estate as prescribed by RSA 80.

**ADA**

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

**NEED HELP?**

Contact the Property Appraisal Division at (603) 271-2687.

## MEMORANDUM

**TO:** Select Board  
Town of Lee

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

**DATE:** May 16, 2016

**RE:** Land Use Change Tax  
37 Kelsey Road  
Tax Map 19 Lot 4-1200

---

I have attached a land use change tax form and warrant form for the above referenced property. The subject is a .91-acre vacant parcel which was subdivided from a larger parcel that was enrolled in the current use program. Parcel has been disturbed for the construction of a new home and as such no longer qualifies for enrollment.

The market value estimate listed was based on limited vacant land sales in the area and other market data as well as my experience. The value estimate of \$75,000 as of the date of change is felt to be a fair and reasonable estimate. As such it is recommended that the attached forms be signed and a land use change tax bill in the amount of \$7,500 be issued.

If there are any questions or a meeting to discuss this matter is desired, please let me know.

FORM

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

**A-5**

**LAND USE CHANGE TAX**

**STEP 1 PROPERTY OWNER(S) AND RESPONSIBLE PARTY (if applicable)**

|                      |   |           |            |             |            |
|----------------------|---|-----------|------------|-------------|------------|
| PLEASE TYPE OR PRINT | LAST NAME   | CHINBURG  | FIRST NAME | DEVELOPMENT | INITIAL    |
|                      | LAST NAME   |           | FIRST NAME |             | INITIAL    |
|                      | RESPONSIBLE PARTY, IF OTHER THAN PROPERTY OWNER [RSA 79-A:7, II(e)] |           |            |             |            |
|                      | STREET ADDRESS<br>3 PENSTOCK WAY                                    |           |            |             |            |
|                      | ADDRESS (continued)   |           |            |             |            |
| TOWN/CITY            |   | NEWMARKET | STATE      | NH          | ZIP CODE+4 |
|                      |   |           |            |             | 03857      |

**STEP 2 PROPERTY LOCATION**

|                      |                |   |       |           |        |  |
|----------------------|----------------|---|-------|-----------|--------|--|
| PLEASE TYPE OR PRINT | STREET         |   |       |           |        |  |
|                      | 37 KELSEY ROAD |   |       |           |        |  |
|                      | TOWN/CITY      |   |       | COUNTY    |        |  |
|                      | LEE            |   |       | STRAFFORD |        |  |
| NUMBER OF ACRES      |                | CHECK ONE:  |       | BOOK #    | PAGE # |  |
| 1.09                 |                | PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input checked="" type="checkbox"/> |       | 4231      | 124    |  |
| MAP #                | LOT #          | MAP #   | LOT # | MAP #     | LOT #  |  |
| 19                   | 4-1200         |   |       |           |        |  |

**STEP 3 LOCAL IDENTIFICATION OF LAND BEING DISQUALIFIED**

|  |                     |                  |
|--|---------------------|------------------|
| (a) Owners Name of Record When Land Was First Classified<br>LOMINSON, CARL | BOOK #<br>1052/1743 | PAGE #<br>87/109 |
| (b) Number of Acres Originally Classified                                  | 53                  |                  |
| (c) Number of Acres Previously Disqualified                                | 8.93                |                  |
| (d) Acres Disqualified per this Assessment                                 | 1.09                |                  |
| (e) Number of Acres Remaining in Current Use<br>[3(b) minus 3(c) and 3(d)] | 42.98               |                  |

**STEP 4 ASSESSMENT OF LAND USE CHANGE TAX**

|   |              |
|---|--------------|
| (a) Narrative description of the disqualification: <span style="float: right;">+</span> |              |
| DISTRUBED FOR NEW HOME  |              |
| (b) Actual Date of Change in Use (MM/DD/YYYY)   | 11/01/2015   |
| (c) Full and True Value at Time of Change in Use  | \$ 75,000.00 |
| (d) Land Use Change Tax [Step 4(c) x 10%]   | \$ 7,500.00  |

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**LAND USE CHANGE TAX**

**STEP 5 SIGNATURES OF A MAJORITY OF SELECTMEN/ASSESSORS**

|  |                          |      |
|--|--------------------------|------|
| TYPE OR PRINT NAME (in black ink)<br>SCOTT BUGBEE  | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (in black ink)<br>JOHN LACOURSE | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (in black ink)<br>CARY BROWN    | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (in black ink)                  | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (in black ink)                  | SIGNATURE (in black ink) | DATE |

**STEP 6 LAND USE CHANGE TAX NOTICE (TO BE COMPLETED BY LOCAL ASSESSING OFFICIALS)**

|  |                                       |             |                     |
|--|---------------------------------------|-------------|---------------------|
| PLEASE TYPE OR PRINT                             | LAST NAME<br>CHINBURG DEVELOPMENT LLC | FIRST NAME  |                     |
|  | ADDRESS<br>3 PENSTOCK WAY             |             |                     |
|  | ADDRESS (continued)                   |             |                     |
|  | TOWN/CITY<br>NEWMARKET                | STATE<br>NH | ZIP CODE+4<br>03857 |
| (a) Date of Release (MM/DD/YYYY)                 |                                       |             |                     |
| (b) Date of Bill (MM/DD/YYYY)                    |                                       |             |                     |
| (c) Full and True Value at Time of Change in Use |                                       | \$          | 75,000.00           |
| (d) Total Tax Due                                |                                       | \$          | 7,500.00            |

**STEP 7 CHECKS PAYABLE TO AND MAILED TO (TO BE COMPLETED BY TAX COLLECTOR)**

|  |                        |             |                     |
|--|------------------------|-------------|---------------------|
| (a) Make Check Payable to: TOWN OF LEE   |                        |             |                     |
| (b) Mail To:   | NAME<br>TOWN OF LEE    |             |                     |
|  | ADDRESS<br>7 MAST ROAD |             |                     |
|  | TOWN/CITY<br>LEE       | STATE<br>NH | ZIP CODE+4<br>03861 |
| (c) Tax Collector's Office Location: 7 MAST RD, LEE, NH 03861  |                        |             |                     |
| (d) Tax Collector's Office Hours: MON 8AM-6PM, WED&FRI 8AM-4PM   |                        |             |                     |
| (e) Include a separate check in the amount of \$ _____<br>Payable to _____ for recording fee at County Register of Deeds.  |                        |             |                     |
| (f) Payment of this tax is due no later than 30 days after mailing of this bill. Interest, at the rate of 18% per annum, shall be due if this tax is not paid on or before _____ |                        |             |                     |

**STEP 8 ACKNOWLEDGMENT OF PAYMENT**

|   |           |
|---|-----------|
| SIGNATURE (in black ink) OF TAX COLLECTOR | DATE PAID |
|---|-----------|

**LAND USE CHANGE TAX  
INSTRUCTIONS**

**GENERAL INSTRUCTIONS**

**WHO MUST FILE**

Local assessing officials shall complete Form A-5, Land Use Change Tax, to assess the use change tax on current use land where property previously classified as open space land and assessed at current use values on or after April 1, 1974 is changed to a use which does not qualify for current use assessment.

**WHAT TO FILE**

The Form A-5 shall be prepared by the local assessing officials and an original and two copies shall be submitted to the tax collector for collection of land use change tax. In accordance with Cub 309.03 Form A-5W shall serve as a warrant with which the tax collector shall collect the tax. The tax collector shall ensure that a copy of these instructions are provided to the land owner advising them of their appeal rights.

**WHEN TO FILE**

Pursuant to RSA 79-A:7, II(d), payment of Land Use Change Tax, together with the recording fees due the Register of Deeds, is due within 30 days after mailing of the tax bill. Interest at a rate of 18% will accrue on any unpaid tax after 30 days.

**WHERE TO FILE**

Once completed and signed in black ink, this form and attachments shall be filed as follows:

|           |                           |
|-----------|---------------------------|
| Original: | Register of Deeds         |
| Copy:     | Local Assessing Officials |
| Copy:     | Land Owner                |
| Copy:     | Local Tax Collector       |

**APPEALS**

Within 2 months of the notice of the tax date, and not afterwards, a land owner may apply in writing to the Selectmen or Assessors for an abatement of the Land Use Change Tax. If the Selectmen or Assessors neglect or refuse to abate the Land Use Change Tax, any person aggrieved may either apply in writing to the Board of Tax and Land Appeals or petition the County Superior Court within 8 months of the notice of the tax in accordance with RSA 79-A:10 or RSA 79-A:11. Forms for appealing to the Board of Tax and Land Appeals may be obtained from the NH Board of Tax and Land Appeals, 107 Pleasant Street, Concord, NH 03301 or by calling (603) 271-2578 or by visiting their web site at [www.nh.gov/btla](http://www.nh.gov/btla). Be sure to specify that you are appealing the Land Use Change tax.

**ADA**

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

**NEED HELP?**

Contact your local municipality or the Property Appraisal Division at (603) 271-2687.

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**LINE-BY-LINE INSTRUCTIONS**

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**STEP 1**

Enter the complete name(s), address, municipality, state and zip code of the present owner(s) and/or responsible party [if other than owner pursuant to RSA 79-A:7, II(e)], being assessed the Land Use Change Tax in accordance with RSA 79-A:7. If there is more than two owners, submit a supplemental list of all owners names of record.

**STEP 2**

Enter the property location information of the land being disqualified in the spaces provided. Check whether this is a partial release or a full release.

**STEP 3**

- Enter name and address of the owners of record when the land was first classified under Current Use, including the Book and Page where it was recorded.
- Enter the number of acres originally classified under RSA 75:1.
- Enter the number of acres previously disqualified from RSA 75:1.
- Enter the number of acres disqualified per this Assessment.
- Enter the number of acres remaining in Land Use Assessment. [Steps 3(b) minus 3(c) and 3(d)].

**STEP 4**

- Provide a brief narrative description of the property subject to disqualification. (i.e. forest land converted to house lots.)
- Enter the actual date of change in use in the following format: MM/DD/YYYY.
- Enter the full and true value of the disqualified property at the time of the change in use.
- Calculate the Land Use Change Tax by multiplying Step 4(c) by 10%. Enter the result on Step 4(d).

**STEP 5**

Signatures, in black ink, of a majority of the local selectmen/assessors in the spaces provided indicates approval.

**STEP 6**

Enter the name and mailing address of the present owners or responsible party responsible for payment of tax.

- Enter the actual date of the change in use. [Same as Step 4(b)].
- Enter the date of the Land Use Change tax notice.
- Enter the Full and True Value of the land subject to Land Use Change as provided in RSA 75:1. [Same as Step 4(d)].
- Enter the Land Use Change Tax Due as calculated on page 1 Step 4(d).

**STEP 7**

- Enter the municipality to which checks are to be made payable. This should be the municipality in which the disqualified property is located.
- Enter the name of the tax collector and the applicable mailing address to which payments should be remitted.
- Enter the tax collector's office location.
- Enter the hours of operation for the local tax collector.
- Enter the applicable lien release recording fee to be remitted to the County Registry of Deeds and the proper county to which the fee is due.
- Enter the final date the taxpayer has to pay the bill to avoid penalties.

**STEP 8**

The tax collector must sign and date in black ink to indicate when the tax is paid and then shall remit the original Form A-5 with the recording fee to the County Registry of Deeds.



NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**CURRENT USE LAND USE CHANGE TAX COLLECTOR'S WARRANT**

**TAX COLLECTOR'S WARRANT FOR TOWN/CITY**

|                                      |                    |                            |
|--------------------------------------|--------------------|----------------------------|
| TOWN/CITY OF<br><b>LEE</b>           |                    |                            |
| STREET ADDRESS<br><b>7 MAST ROAD</b> |                    |                            |
| ADDRESS (continued)                  |                    |                            |
| TOWN/CITY<br><b>LEE</b>              | STATE<br><b>NH</b> | ZIP CODE+4<br><b>03861</b> |

**COLLECTION OF LAND USE CHANGE TAX**

|  |                      |
|--|----------------------|
| State of New Hampshire, County of <b>STRAFFORD</b>   |                      |
| To <b>LINDA REINHOLD</b>   | Collector of Taxes   |
| for the Town/City of <b>LEE</b>  | in said County.      |
| In the name of said State you are directed to collect the <b>LAND USE CHANGE TAX</b> in the list herewith committed to you, amounting in all of the sum of:<br>Interest at 18% will be assessed after 30 days. | <b>\$ 7,500.00</b>   |
| Given under our hands at   |                      |
| This day of  |                      |
| OWNER NAME<br><b>CHINBURG DEVELOPMENT LLC</b>  |                      |
| OWNER ADDRESS<br><b>3 PENSTOCK WAY, NEWMARKET, NH 03857</b>  |                      |
| MAP<br><b>19</b>   | LOT<br><b>4-1200</b> |

**SIGNATURES OF A MAJORITY OF SELECTMEN/ASSESSORS**

|   |                          |      |
|---|--------------------------|------|
| TYPE OR PRINT NAME (in black ink)<br><b>SCOTT BUGBEE</b>  | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (in black ink)<br><b>JOHN LACOURSE</b> | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (in black ink)<br><b>CARY BROWN</b>    | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (in black ink)                         | SIGNATURE (in black ink) | DATE |
| TYPE OR PRINT NAME (in black ink)                         | SIGNATURE (in black ink) | DATE |

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**CURRENT USE LAND USE CHANGE TAX COLLECTOR'S WARRANT**  
 INSTRUCTIONS

**GENERAL INSTRUCTIONS**

**WHO MUST FILE**

Assessing Officials shall complete Form A-5W, Tax Collectors Warrant, to assess the Current Use Land Use Change Tax, as approved by the board, to serve as a warrant with which the tax collector shall collect the tax from the property owner.

**WHAT TO FILE**

The Form A-5W, Current Use: Land Use Change Tax Collector's Warrant. Assessing officials shall submit Form A-5W, Current Use: Land Use Change Tax Collectors Warrant, as approved by the board, to the Tax collector to serve as a warrant with which the tax collector shall collect the tax.

**WHERE TO FILE**

Once completed and signed in black ink, this form and attachments shall be filed as follows:

Original and 2 copies: Local Tax Collector

**TAX COLLECTORS PROCEDURES**

Upon receipt of the land use change tax warrant and the prescribed forms, the tax collector shall mail the duplicate copy of the tax bill to the owner responsible for the tax as the notice thereof. Such bill shall be mailed, at the latest, within 12 months of the date upon which the local assessing officials receive written notice of the change of use from the landowner or his agent, or within 12 months of the date the local assessing officials actually discover that the land use change tax is due and payable. Upon receipt of payment, but except for proceedings under RSA 79-A:7, II(e), the collector shall forward the original tax bill to the register of deeds of the county in which the land is located for the purpose of releasing recorded contingent liens required under RSA 79-A:5, VI. The tax bill shall state clearly whether all, or only a portion, of the land affected by the notice of contingent lien is subject to release. The recording fee charged by the register of deeds shall be paid by the owner of the land in accordance with the fees to which the register of deeds is entitled under RSA 478:17; 478:17-f or 478:17-g, I as applicable.

**WHEN DUE**

Payment of the land use change tax, together with the recording fees due the register of deeds, shall be due not later than 30 days after mailing of the tax bills for such tax, and interest at the rate of 18 percent per annum shall be due thereafter on any taxes not paid within the 30-day period.

**COLLECTION OF UNPAID TAX**

All land use change tax assessments levied under this section shall, on the date of the change in use, create a lien upon the land on account of which they are made and against the owner of record of such land or against the responsible party pursuant to RSA 79-A:7, II(e). Furthermore, such liens shall continue for a period of 18 months following the date upon which the local assessing officials receive written notice of the change of use from the landowner or his agent, or the date the local assessing officials actually discover that the land use change tax is due and payable, and such assessment shall be subject to statutory collection proceedings against real estate as prescribed by RSA 80.

**ADA**

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

**NEED HELP?**

Contact the Property Appraisal Division at (603) 271-2687.

**TAX CREDIT/EXEMPTION  
APPLICATION RECOMMENDATION**

**To:** Select Board  
Town of Lee

**Date:** May 16, 2016

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

**RE:** Elderly Exemption Application  
Tax Map 30 Lot 1-17

---

The above referenced application was timely filed and supporting information has been provided and reviewed. Based on the review it appears that Leonard and Alice Walden do qualify for the 65-74 years of age elderly exemption and it is recommended that the application be approved for the 2016 tax year.

If there are any questions, please let me know.

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**PERMANENT APPLICATION FOR PROPERTY TAX CREDIT/EXEMPTIONS**  
 DUE DATE APRIL 15th PRECEDING THE SETTING OF THE TAX RATE  
 CALL YOUR CITY/TOWN FOR INCOME AND ASSET LIMITS

*April 5<sup>th</sup> 2016* *Jan. 2016*

RECEIVED  
 APR 06 2016  
 TOWN OF LEE, NH  
 SELECTOR'S OFFICE

There is a separate page of instructions (pages 3 & 4) that accompany this form. If you do not receive the instructions, please visit our web site at [www.nh.gov/revenue](http://www.nh.gov/revenue) or contact your city/town.

|   |   |  |          |
|---|---|--|----------|
| STEP 1<br>NAME AND ADDRESS  | PROPERTY OWNER'S LAST NAME  | FIRST NAME   | INITIAL  |
|   | WALDEN  | LEONARD  | F        |
|   | PROPERTY OWNER'S LAST NAME  | FIRST NAME   | INITIAL  |
|   | WALDEN  | LEONARD  | F        |
|   | MAILING ADDRESS   |  |          |
|   | #7 Jericho RD.  |  |          |
| CITY/TOWN   |   | STATE  | ZIP CODE |
| Lee   |   | N.H.   | 03861    |
| CITY/TOWN TAX MAP #   | BLOCK #   | LOT #  |          |
| 000030  |   | 000001   |          |
| ADDRESS OF PROPERTY   |   |  |          |
| #7 Jericho RD Lee NH 03861  |   |  |          |
| STEP 2<br>VETERANS' TAX CREDITS/EXEMPTION   | 1 Veteran's Name  |  |          |
|   | LEONARD F WALDEN  |  |          |
|   | 2 Date of Entry into Military Service   | 3 Date of Discharge/Release from Military Service                                    |          |
|   | 20 JAN 67   | 16 NOV 70  |          |
|   | 4 <input checked="" type="checkbox"/> Veteran   | <input checked="" type="checkbox"/> Veterans' Tax Credit                             |          |
|   | <input type="checkbox"/> Spouse   | <input type="checkbox"/> Credit for Service Connected Total and Permanent Disability |          |
| <input type="checkbox"/> Surviving Spouse   | <input type="checkbox"/> Credit for Surviving Spouse of Veteran Who Was Killed or Died on Active Duty   |  |          |
| Veteran of Allied Country   |   |  |          |
| 5 Name of Allied Country Served in  | 6 Branch of Service   |  |          |
| Vietnam   | US ARMY   |  |          |
| 7 <input checked="" type="checkbox"/> US Citizen at time of entry into the Service  | 8 <input type="checkbox"/> Alien but Resident of NH at time of entry into the Service   |  |          |
| 9 Does any other eligible Veteran own interest in this property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If YES, give name            |   |  |          |
| 10 <input checked="" type="checkbox"/> Total Veteran Exemption <input type="checkbox"/> (a) Veteran <input type="checkbox"/> (b) Surviving Spouse of that Veteran |   |  |          |
| STEP 3<br>OTHER EXEMPTIONS  | 11 <input checked="" type="checkbox"/> Elderly Exemption Applicant's Date of Birth <u>7-4-49</u> Spouse's Date of Birth <u>2-25-46</u><br>Must be 65 years of age on or before April 1st of year for which exemption is claimed.  |  |          |
|   | <input type="checkbox"/> Disabled Exemption   | <input type="checkbox"/> Solar Energy Systems Exemption                              |          |
|   | <input type="checkbox"/> Blind Exemption  | <input type="checkbox"/> Woodheating Energy Systems Exemption                        |          |
| <input type="checkbox"/> Deaf Exemption   | <input type="checkbox"/> Wind-Powered Energy Systems Exemption  |  |          |
| STEP 4<br>IMPROVEMENTS  | 13 <input type="checkbox"/> Improvements to Assist Persons with Disabilities <input type="checkbox"/> Improvements to Assist the Deaf   |  |          |
| STEP 5<br>RESIDENCY   | 14 <input checked="" type="checkbox"/> This is my primary residence   |  |          |
|   | <input checked="" type="checkbox"/> NH Resident for one year preceding April 1st in the year in which the tax credit is claimed (Veterans' Credit)  |  |          |
|   | <input type="checkbox"/> NH Resident for Five Consecutive Years preceding April 1st in the year the exemption is claimed (Disabled & Deaf Exemptions)   |  |          |
|   | <input checked="" type="checkbox"/> NH Resident for Three Consecutive Years preceding April 1st in the year the exemption is claimed (Elderly Exemption)  |  |          |
| STEP 6<br>OWNER-SHIP  | 15 Do you own 100% interest in this residence? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If NO, what percent (%) do you own? _____  |  |          |
| STEP 7<br>SIGNATURES  | Under penalties of perjury, I hereby declare that the above statements are true.  |  |          |
|   | SIGNATURE (IN INK) OF PROPERTY OWNER  |  | DATE     |
|   | SIGNATURE (IN INK) OF PROPERTY OWNER  |  | DATE     |
| WHEN TO FILE  | Deadline: Form PA-29 must be filed by April 15th preceding the setting of the tax rate. The assessing officials shall send written notice to the taxpayer of their decision by July 1st prior to the date of notice of tax. Failure of the assessing officials to respond shall constitute a denial of the application. Example: If you are applying for an exemption and/or credit of your 2013 property taxes, which are due no earlier than December 1, 2013, then you have until April 15th, 2013 to file this form. The assessing officials have until July 1st, to send notice of their decision. Failure of the assessing officials to respond shall constitute a denial of the application. |  |          |
|   | A late response or a failure to respond by assessing officials does not extend the appeal period.<br>Date of filing is when the completed application form is either hand delivered to the city/town, postmarked by the post office, or receipted by an overnight delivery service.   |  |          |
| APPEAL PROCEDURE  | If an application for a property tax exemption or tax credit is denied by the town/city, an applicant may appeal in writing on or before September 1st following the date of notice of tax under RSA 72:1-d to the New Hampshire Board of Tax and Land Appeals (BTLA) or to the Superior Court. Example: If you were denied an exemption from your 2013 property taxes, you have until September 1, 2014, to appeal.<br>Forms for appealing to the BTLA may be obtained from the NH BTLA, 107 Pleasant Street, Concord, NH 03301, their web site at <a href="http://www.nh.gov/btla">www.nh.gov/btla</a> or by calling (603) 271-2578. Be sure to specify EXEMPTION APPEAL.                         |  |          |

*already receiving*

PROPERTY OWNER'S NAME

PROPERTY OWNER'S NAME

TAX MAP/BLOCK/LOT

36-1-17

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**PERMANENT APPLICATION FOR PROPERTY TAX CREDIT/EXEMPTIONS**  
TO BE COMPLETED BY CITY/TOWN ASSESSING OFFICIALS

**MUNICIPAL AUTHORIZATION**

| VETERANS' TAX CREDIT   |           |         |       |         |        |
|--|-----------|---------|-------|---------|--------|
| CITY/TOWN TAX MAP #  | 000030    | BLOCK # | LOT # | 000001  |        |
|  |           |         |       | Granted | Denied |
| <input checked="" type="checkbox"/> Veterans' Tax Credit (\$50 minimum to \$500)   | Amount \$ |         |       | [ ]     | [ ]    |
| <input type="checkbox"/> Service Connected Total & Permanent Disability (\$700 minimum to \$2000)                        | Amount \$ |         |       | [ ]     | [ ]    |
| <input type="checkbox"/> Surviving Spouse of Veteran Who Was Killed or Who Died on Active Duty (\$700 minimum to \$2000) | Amount \$ |         |       | [ ]     | [ ]    |
| <input type="checkbox"/> Review Discharge Papers (Form DD214), Form #  |           |         |       |         |        |
| <input type="checkbox"/> Other Information   |           |         |       |         |        |

| VETERANS' EXEMPTION                                 |   |   |  | Granted | Denied | Date |
|---|---|---|--|---------|--------|------|
| <input checked="" type="checkbox"/> Total Exemption | <input checked="" type="checkbox"/> (a) Veteran | <input type="checkbox"/> (b) Surviving Spouse |  | [ ]     | [ ]    |      |

| APPLICABLE ELDERLY AND DISABLED EXEMPTION (OPTIONAL) INCOME AND ASSET LIMITS |                    |                   |                                    |    |  |
|--|--------------------|-------------------|------------------------------------|----|--|
| Income Limits  | Disabled Exemption | Elderly Exemption | Elderly Exemption Per Age Category |    |  |
| Single   | \$                 | \$                | 65 - 74 years of age               | \$ |  |
| Married  | \$                 | \$                | 75 - 79 years of age               | \$ |  |
| <b>Asset Limits</b>  |                    |                   | 80 + years of age                  | \$ |  |
| Single   | \$                 | \$                |                                    |    |  |
| Married  | \$                 | \$                |                                    |    |  |

| OTHER EXEMPTIONS  |           |  |  | Granted | Denied | Date |
|---|-----------|--|--|---------|--------|------|
| <input checked="" type="checkbox"/> Elderly Exemption                     | Amount \$ |  |  | [ ]     | [ ]    |      |
| <input type="checkbox"/> Disabled Exemption                               | Amount \$ |  |  | [ ]     | [ ]    |      |
| <input type="checkbox"/> Improvements to Assist the Deaf                  | Amount \$ |  |  | [ ]     | [ ]    |      |
| <input type="checkbox"/> Improvements to Assist Persons with Disabilities | Amount \$ |  |  | [ ]     | [ ]    |      |
| <input type="checkbox"/> Blind Exemption                                  | Amount \$ |  |  | [ ]     | [ ]    |      |
| <input type="checkbox"/> Deaf Exemption                                   | Amount \$ |  |  | [ ]     | [ ]    |      |
| <input type="checkbox"/> Solar Energy Systems Exemption                   | Amount \$ |  |  | [ ]     | [ ]    |      |
| <input type="checkbox"/> Woodheating Energy Systems Exemption             | Amount \$ |  |  | [ ]     | [ ]    |      |
| <input type="checkbox"/> Wind-Powered Energy Systems Exemption            | Amount \$ |  |  | [ ]     | [ ]    |      |

**A photocopy of this Form (Pages 1 & 2) or a Form PA-35 must be returned to the property owner after approval or denial before July 1st.**

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

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

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

Municipal Notes

| Selectmen/Assessor(s) Printed Name | Signatures(s) of Approval (in ink) | Date |
|------------------------------------|------------------------------------|------|
|                                    |                                    |      |
|                                    |                                    |      |
|                                    |                                    |      |
|                                    |                                    |      |

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

**GENERAL INSTRUCTIONS**

|   |   |  |   |
|---|---|--|---|
| <b>WHERE TO FILE</b>  | File with your city/town of primary residency by April 15th <i>preceding</i> the setting of the tax rate.   |  |   |
| <b>WHO MAY FILE</b>   | Applicant must be qualified as of April 1st of the year the exemption and/or tax credit is claimed. Financial qualifications required for certain exemptions must be met by the time of application. An applicant must have resided in this state for at least one year preceding April 1st, in the year in which the veterans' tax credit is claimed. An applicant must have resided in this state for a least three years preceding April 1st in the year for which the elderly exemption is claimed and five years in which the deaf or disabled exemption is claimed. The terms owner, own or owned, shall include those persons who hold equitable title or the beneficial interest for life in the property.  |  |   |
| <b>CREDITS</b>  | Tax <b>credits</b> approved will be deducted from their property tax amount.  |  |   |
| <b>EXEMPTIONS</b>   | Tax <b>exemptions</b> approved are deducted from the amount of the property owner's total assessed value prior to the calculation of tax due.   |  |   |
| <b>ELDERLY EXEMPTIONS</b><br>RSA 72:39-a<br>RSA 72:33-b   | Applicant must have resided in this state for at least 3 consecutive years preceding April 1st in the year which the exemption is claimed. Property must be: owned by a resident; or owned by a resident jointly or in common with the resident's spouse, either of whom meets the age requirement for the exemption claimed; or owned by a resident jointly or in common with a person not the resident's spouse, if the resident meets the applicable age requirement for the exemption claimed; or owned by a resident, or the resident's spouse, either of whom meets the age requirement for the exemption claimed, and when they have been married for at least 5 years. Property cannot have been transferred to the applicant, from a person under the age of 65, and related to the applicant by blood or marriage, within the preceding five years. Property must meet the definition of residential real estate, per RSA 79:39-a(c), which includes the housing unit, which is the person's principal home and related structures such as a detached garage or woodshed. It does not include attached dwelling units and unattached structures used or intended for commercial or other non-residential purposes. If fractional interest is owned, see RSA 72:41, Proration. |  |   |
| <b>ELDERLY, DEAF &amp; DISABLED FINANCIAL QUALIFICATIONS</b><br>RSA 72:39-a<br>RSA 72:38-b<br>RSA 72:37-b | <b>INCOME LIMITATION</b>  | Includes<br>Income from any source including Social Security or pension. | Excludes<br>Life insurance paid on the death of an insured;<br>Expenses and costs incurred in the course of conducting a business enterprise;<br>Proceeds from the sale of assets.  |
|   | <b>ASSET LIMITATION</b>   | Includes<br>The value of all assets, tangible and intangible.            | Excludes<br>The value of the person's actual residence and the land upon which it is located up to the greater of 2 acres or the minimum single family residential lot size specified in the local zoning ordinance.<br>The value of any good faith encumbrances. |
| <b>ADA COMPLIANT</b>  | Individuals who need auxiliary aids for effective communications in programs and services of the New Hampshire Department of Revenue Administration are invited to make their needs and preferences known. Individuals with hearing or speech impairments may call TDD Access: Relay NH 1-800-735-2964.   |  |   |

**LINE-BY-LINE INSTRUCTIONS**

|   |   |
|---|---|
| <b>STEP 1 NAME &amp; ADDRESS</b>              | Type or print the property owner(s) name and address in the spaces provided. Also, enter the Tax Map, Block, Lot numbers and the property (Location) address for which the credit or exemption applies.   |
| <b>STEP 2 VETERAN'S TAX CREDIT/ EXEMPTION</b> | Line 1 Enter the Name of the Veteran.<br>Line 2 Enter the date of entry into military service.<br>Line 3 Enter the date of discharge or release from military service.<br>Line 4 Check the box or boxes that apply to indicate whether you are a veteran, veteran's spouse or surviving spouse of a veteran and what type of credit(s) you are applying for.<br>Line 5 Enter the name of the Allied Country in which you served, if applicable.<br>Line 6 Enter the Branch of Service that you served in.<br>Line 7 Check the box if you were a US citizen at the time of entry into the service.<br>Line 8 Check the box if you were an alien but a resident of NH at the time of entry into the service.<br>Line 9 Check the appropriate box to indicate if another veteran owns an interest in this property. If yes, provide name.<br>Line 10 Check the appropriate box(es) to indicate whether you are applying for a total veteran's exemption. |
| <b>STEP 3 OTHER EXEMPTIONS</b>                | Line 11 If an elderly exemption is requested, check that box and enter the applicant's date of birth. And if appropriate, enter the spouse's date of birth.<br>Line 12 Check the appropriate box or boxes to indicate the exemption(s) you are applying for.  |
| <b>STEP 4 IMPROVEMENTS</b>                    | Line 13 Check the box if your property has improvements to assist persons with disabilities or to assist the deaf.  |
| <b>STEP 5 RESIDENCY</b>                       | Line 14 Check the box or boxes to indicate that you meet the minimum resident time requirements listed.<br>NOTE: The surviving spouse tax credit under 72:28 III and 72:29-a may be applied on any property in the same municipality where the applicant is a resident.   |
| <b>STEP 6 OWNERSHIP</b>                       | Line 15 Check the box indicating whether or not you own 100% of the property. If no, give the percentage that you do own.   |
| <b>STEP 7 SIGNATURES</b>                      | All property owners must sign in ink. Attach additional pages with owners signatures if there are more than two owners of record.   |

## PERMANENT APPLICATION FOR PROPERTY TAX CREDIT/EXEMPTIONS

Web site for the Veterans' qualifying medals and discharge papers: [www.nh.gov/revenue/munc\\_prop/propertyappraisal.htm](http://www.nh.gov/revenue/munc_prop/propertyappraisal.htm) then click on either Veterans Medals List or Veterans Qualifying Discharge Papers.

| TYPE OF CREDIT OR EXEMPTION                                       | AMOUNT   | WHO MAY APPLY  |
|---|--|--|
| <b>STANDARD TAX CREDIT</b><br>RSA 72:28                           | \$50 (\$51-\$500 if RSA 72:28-a is adopted) is subtracted from the taxes due on the applicant's <b>RESIDENTIAL</b> property occupied as veteran's principle place of abode.<br>For Veteran's surviving spouse: See RSA 72:28 II. For Proration: See RSA 72:30. | Every resident in the U.S. who served not less than 90 days in the armed forces in any of the qualifying wars or armed conflicts, as listed in RSA 72:28, and was honorably discharged; or the spouse or surviving spouse of such resident.<br>• 'Under Honorable Conditions' does not qualify.  |
| <b>SURVIVING SPOUSE TAX CREDIT</b><br>RSA 72:29-a                 | \$700 (\$701-\$2000 if RSA 72:29-b is adopted) is subtracted from taxes due on the applicant's property, whether residential or not.   | The surviving spouse of any person who was killed or died while on active duty in the armed forces, as listed in RSA 72:28, so long as the surviving spouse remains single.  |
| <b>SERVICE-CONNECTED TOTAL DISABILITY TAX CREDIT</b><br>RSA 72:35 | \$700 (\$701-\$2000 if RSA 72:35-a is adopted) is subtracted from the property taxes due on the applicant's residential property.  | Any person who: <ul style="list-style-type: none"> <li>• has been honorably discharged and who has a total and permanent service-connected disability; OR</li> <li>• is a double amputee or paraplegic because of the service-connected injury; OR</li> <li>• is the surviving spouse of above qualified veteran and remains single.</li> </ul>  |
| <b>EXEMPTION FOR CERTAIN DISABLED SERVICE-MEN</b><br>RSA 72:36-a  | "...shall be exempt from all taxation on said homestead..."  | Any person, who: <ul style="list-style-type: none"> <li>• is discharged from the military services of the U.S. under conditions other than dishonorable, or an officer who is honorably separated from military service; AND</li> <li>• is totally and permanently disabled from service connection and satisfactory proof of such service connection is furnished to the assessors; AND</li> <li>• is a double amputee of the upper or lower extremities or any combination thereof, paraplegic, or has blindness of both eyes with visual acuity of 5/200 or less as the result of service connection; AND</li> <li>• owns a specially adapted homestead which has been acquired with the assistance of the Veterans Administration or owns a specially adapted homestead which has been acquired using proceeds from the sale of any previous homestead which was acquired with the assistance of the Veterans Administration.</li> </ul> |

## IMPROVEMENTS TO ASSIST PERSONS WITH DISABILITIES AND THE DEAF

| EXEMPTION   | AMOUNT OF EXEMPTION  | WHO MAY APPLY   |
|---|--|---|
| <b>IMPROVEMENTS TO ASSIST PERSONS WITH DISABILITIES</b><br>RSA 72:37-a and<br>RSA 72:38-b | The value of improvements made for the purpose of assisting a person with a disability or deafness is deducted from the assessed value of the residential real estate. | Any person owning residential real estate upon which he resides and to which he has made improvements for the purpose of assisting a person with a disability or deafness who also resides on such real estate. |

## THE OPTIONAL EXEMPTIONS BELOW MUST BE ADOPTED BY THE MUNICIPALITY BEFORE ANYONE MAY APPLY

| EXEMPTION                                       | AMOUNT OF EXEMPTION   | WHO MAY APPLY   |
|---|---|---|
| <b>DISABLED</b><br>RSA 72:37-b<br>RSA 72:37-c   | Amount of the exemption, and the level of income and assets (excluding the value of the property owner's residence) are determined by vote of the city/town, per RSA 72:37-c. | Any person eligible under the Federal Social Security Act for benefits to the disabled, and who has been a New Hampshire resident at least 5 years by April 1st of the year the exemption is claimed.<br><br><b>NOTE: See Financial Qualifications on page 3.</b> |
| <b>BLIND EXEMPTION</b><br>RSA 72:37             | \$15,000 (unless the city/town votes an increase) is subtracted from the assessed valuation.  | Every inhabitant owning residential real estate, who is legally blind, as determined by the administrator of blind services of the vocational rehabilitation division of the education department.  |
| <b>DEAF EXEMPTION</b><br>RSA 72:38-b            | \$15,000 (unless the city/town votes an increase) is subtracted from the assessed valuation.  | NH Residents who are deaf or severely hearing impaired and have been a NH resident for more than 5 consecutive years and meet the income and asset requirements.  |
| <b>SOLAR ENERGY SYSTEMS</b><br>RSA 72:61        | Determined by vote of the city/town, per RSA 72:63.   | Any person owning real property equipped with a solar energy heating or cooling system, as defined in RSA 72:61.  |
| <b>WOODHEATING ENERGY SYSTEMS</b><br>RSA 72:69  | Determined by vote of the city/town, per RSA 72:71.   | Any person owning real property equipped with a woodheating energy system, as defined by RSA 72:69.   |
| <b>WIND-POWERED ENERGY SYSTEMS</b><br>RSA 72:65 | Determined by vote of the city/town, per RSA 72:67.   | Any person owning real property equipped with a wind-powered energy system, as defined by RSA 72:65.  |

## Caren Rossi

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**From:** Tom Bernth <tbernth@cimpress.com>  
**Sent:** Monday, May 02, 2016 3:16 PM  
**To:** Caren Rossi  
**Cc:** rpgmsmith@comcast.net; tbernth@hotmail.com  
**Subject:** Lee Planning Board Resignation

Mr. Robert Smith and Lee Planning Board

Dear Bob,

Regretfully, I must resign from the Lee planning board. I was laid off from my job a month after starting on the planning board and since then I have secured a new job which requires about 30% travel. This creates a significant conflict for my responsibility on the planning board. I can't alter travel responsibility for my job to attend meetings and lately, the timing has worked perfectly to travel exactly when the planning board meets.

My experience on the Lee planning board was very nice and I thank you for your kindness and help in getting acquainted with the members and NH process. I thank you for the opportunity.

Very Best Regards,

Tom Bernth  
M:+1.219.614.8930



**TOWN OF LEE**  
**PLANNING/ZONING/CODE ENFORCEMENT/HEALTH**  
**7 Mast Road**  
**Lee, New Hampshire 03861**

May 16, 2016

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

Dear Select Board,

At the Planning Board meeting on May 12, 2016, Selectmen's Representative to the Board, John LaCourse, relayed the concerns of Selectmen Brown with regards to Master Plan 2006 to 2015. The Planning Board agreed, and will be reviewing the plan to see what has and has not been accomplished. We hope to get to this late fall as we first need to finalize the new Master Plan as well as site review regulation update as well as regular business.



Sincerely,

Robert P. Smith, Chairman  
Lee Planning Board

Board members present: Chairman Bugbee, Selectman LaCourse and Selectman Brown

Others present: Larry and Gail Kindberg, Jeremy Goodwin, Philip Sanborn, Annette Brown, Caren Rossi, Sharon Meeker, Rod and Linda MacKay, Michael Gregory, Marian Kelsey, Meda Durepo, Paul and Annie Gasowski, Howie Hoff, Jane & Kevin Crawford, Chuck Cox, Roger Rice, Chief Dronsfield, Town Secretary Denise Duval and Town Administrator Julie Glover.

1. Chairman Bugbee calls the meeting to order at 6:00 pm.
2. Chairman Bugbee opens the meeting up to public comment.

Larry Kindberg, Rec Commission Chair, reminds the Board that the Fishing Derby is this Saturday, May 14<sup>th</sup> with the Fish Fry to follow at the Pavilion. He asks if the Board has had any more thoughts with regards to signage on the Pavilion so that people know that it is reserved that day. The Town Administrator states that they are working on a sign and will have it up as soon as possible.

3. Jeremy Goodwin is the owner of Jeremy's Concession's and Catering. He has lived in Lee for 26 years and has 12 years of culinary experience with two years spent at culinary school. He is asking the Board for permission to set up his food trailer near the pavilion at LRP to serve fresh food and drink to the public. He would like to start out on the weekends and then maybe move to seven days a week during the summer months. He would be willing to clean up the park two mornings a week. He appreciates the park. He is looking to be there between 8am-8pm. Selectman LaCourse is not enthusiastic about this proposition. Chairman Bugbee asks what the regulations are surrounding this request. Caren Rossi strongly recommends that he would have to go through the Planning Board review. Selectman Brown is in favor of this food truck idea. Mr. Goodwin passes out pictures of the food truck trailer. TA Glover asks Mr. Goodwin if he is licensed by the State. He states that he is in the final process. Chief Dronsfield states that Chief Nemet should be a part of this conversation due to the venting exhaust and fire issue in addition to the parking issue. Chairman Bugbee and Selectman Brown agree that Mr. Goodwin needs to speak to Chief Nemet about safety issues and then return to the May 23<sup>rd</sup> meeting for further discussion. Selectman LaCourse is against this proposition.
4. Sharon Meeker is requesting on behalf of the Lee Trails group that the Town of Lee allow them to use a room at the PSC to meet. They want to define the Lee trail system and add it to the Master Plan. They are also asking that the insurance requirement be waived. This group is not a Town recognized committee as of yet. TA Glover suggests accepting them as a recognized committee and then not only can they use the PSC but the need for separate insurance coverage would no longer exist. Ms. Meeker said that she had considered asking to be a subcommittee of the Conservation Commission. Selectman LaCourse asked Ms. Meeker to have the committee develop a formal charge. Chairman Bugbee entertains a motion to waive the insurance meeting

room requirement for this group in order to use the PSC. Selectman LaCourse so moved. Selectman Brown, seconds. All in favor. **Motion Carries.**

5. Peter Macdonald is asking the Board to formally recognize the Veteran Resort Chapel as a church. After a lengthy narrative by Mr. Macdonald regarding the history of this case, Selectman Brown states that at this stage there is an adversarial relationship between Mr. Macdonald and the Board and he does not see anything happening to make that better. Selectman Brown does not know how they have gotten to where they are but he cannot accuse the Board of not caring about the veterans; he is a veteran himself so he cares about the veterans, but they also care about the law and his neighbors. If they can explore a way to change the relationship from the way it is today to the way it should be to truly help veterans then the Board would be willing to listen, but right now all they do is argue. Chairman Bugbee asks if the paperwork has been filed for this year's tax exemption request. TA Glover states that she does not believe so. The deadline was April 15<sup>th</sup>. Mr. Macdonald says he filed it and he is not looking for an adversarial contest with anybody but he's not going to back down. Selectman Brown states that there might be times that he might need to give just like there might be times that the Board might need to give. He believes that if it is ever going to work out then both are probably going to have to give. Mr. Macdonald will do his very best to work with anybody who wants to work with him on this, but he will not compromise his values for the veterans. Chairman Bugbee thinks that the next step is for Mr. Macdonald to provide a copy of his latest filing with the Assessor if he did so and then the Board can go from there. Mr. Macdonald said that is the tax part, he is tonight asking that the Board recognize the Veteran Resort Chapel as a religious assembly that helps homeless combat veterans. Caren Rossi states that the Planning Board has a process by which to become a church. To become a church site review is required by the planning board. Mr. Macdonald started this process last year with his attorney and then withdrew that process. Every applicant has to follow the same process and fulfill the same requirements.

Kevin Crawford, Stepping Stones Road, came to the meeting to serve Peter and his wife with a legal notice. He wants his name taken off of the Veteran Resort Chapel website. His son-in-law and daughter are both in the military serving right now. He and his wife do more for veterans than Peter could even imagine. He would have helped Peter if he had followed the rules when he first moved into the neighborhood. Mr. Crawford does not see Peter changing.

6. Chairman Bugbee would like to start doing the volunteer appreciation dinners again with the Police and Fire Associations. The Town of Lee runs on volunteers and it would be nice to acknowledge one special volunteer every year along with all of them. Selectman Brown would like to see a more formal process on how we show our appreciation for the volunteers. Selectman Brown will put together a draft policy.

7. Selectman Brown was disappointed with the way Little River Park was left this morning. There was trash, clothing, towels, plastic bottles etc. scattered about.

a. Selectman Brown is wondering after reviewing the 2006 Master Plan how we measure or keep the progress of our ten year plan. He thinks we need to review how we manage the master plan once it's published so that on a yearly basis there is a report card by the various departments and committees. Selectman LaCourse asks that the Planning Board review the 2006 Master Plan and give a report. He and Caren Rossi will relay this to the Planning Board.

b. Selectman Brown would like to put Lee Church items in the E-Crier. He does not think this is an issue of Church vs. State. He sees the purpose of the E-Crier is to provide the citizens of Lee information on activities in Lee. He wants the Board to reconsider allowing church activities into the E-Crier.

Gail Kindberg, Pastor, states that in the past church activities were allowed into the E-Crier. Then this was changed to not allow materials relating to worship. She would like to have church suppers, plant sales and events that "support the mission of the church". The church suppers are times of fellowship. They use some of the proceeds from the events to send some of their youth on missions and to pay for bills.

Annette Brown thinks that events such as the church should be allowed in the E-Crier. Phil Sanborn, Lee Hook Road, has lived in Lee since 1954 and has been a member of the Lee Church for all that time as well. He doesn't understand why all the events and the schedule of worship services shouldn't be allowed in the E-Crier. Chairman Bugbee says that it has to do with the division of Church and State. Mr. Sanborn says that our constitution doesn't say that we should be free of religion. Selectman Brown says that it means a town should not endorse any particular religion. Ms. Brown states that the 1<sup>st</sup> Amendment only says that the State cannot be party to the establishment of a religion. Chairman Bugbee doesn't want the Town of Lee to appear to favor any one church over the other. He is ok with putting church events in the E-Crier as long as it is not religious.

Linda MacKay, James Farm Road, says not everyone has the internet. The tax payers are paying for the E-Crier so use it.

Paul Gasowski, Lamprey Lane, if you open the E-Crier up to announcing events for the churches then you will be obligated to open it up to the people who live in this town who go to other churches outside of Lee.

Selectman LaCourse states that if you open it up you open it up to everybody. The issue will be how the town will deal with this. Some will have to police this. He does not want to see an advertising scam happen.

TA Glover asks if this means we would open it up to local businesses. We order events by date of occurrence. Reoccurring events go at the bottom. She agrees with the Town Attorneys that if we open to one organization then we open to all others, possibly including those in other communities. Selectman Brown wants to find out if we can

restrict our announcements to just Lee. TA Glover adds that we do advertise county and state articles and events. It would be a shame to eliminate those.

Howie Hoff, Riverside Farm Drive, asks if the decision to put things in from outside of Lee is a subjective decision. TA Glover states that generally speaking, unless it is advertising a business, commercial in nature or of a religious nature then we do not restrict it. TA Glover states that there is an existing policy adopted by a previous Board and would have to be revised. Selectman LaCourse does not wish to move on this tonight. Selectman Brown wants to try it and deal with the problems later.

Rod McKay, James Farm Road, asks how many requests from other towns we had to put information into our E-Crier. TA Glover says that we have had a few but she has not been keeping count. Just recently we had a request from Exeter. He doesn't think that the events that they want to put in are religious based such as silent auctions to purchase items as gifts. He adds that the church restricts serving certain towns from the Food Pantry. For example they don't serve people from Farmington. TA Glover states that the way we advertise the food pantry is that all members of the public are welcome. Gail Kindberg states that the policy of the food pantry is that anyone can go the 1<sup>st</sup> time. After the 1<sup>st</sup> visit if they are not from Lee, Madbury, Durham, Nottingham or Newmarket then they refer them to food pantries closer to them. There were a number of people coming from Rochester and it did not seem practical.

Selectman LaCourse does not mind revisiting our policy.

Paul Gasowski states that he is glad that Mr. LaCourse just brought that up. If there is a policy in place, then it is binding. The Board needs to look at it first before making decisions. He suggests possibly putting links in the E-Crier rather than articles. He encourages the Board not to act on this tonight.

This will be on the next meeting agenda.

TA Glover asks the Lee Church to provide a list of things that they want to put into the E-Crier because it sounds as if it is more than before.

- c. Selectman Brown wants to move the Town Hall personnel to the Public Safety Complex. He thinks that TH is a very difficult place to work. It is very noisy and there is no privacy. He suggests turning the Town Hall back to its original form as a meeting room. In the meantime, the Facilities Committee moves forward with its study.

Selectman LaCourse wants to do the same.

Chief Dronsfield reminds the Board that there are 2 less rooms upstairs available for office space. He and Chief Nemet are also concerned with traffic flow and parking.

Roger Rice adds that it would be cheaper to have a contractor look at the cost to have this done then to have an architect.

Chairman Bugbee wants to focus on the ultimate solution and not just a temporary solution. He does not want to spend money on a temporary fix. He asks the TA to find out a rough estimate of how much the move would cost to move the TA, Finance Officer and Town Secretary.

Chief Dronsfield has concerned about how much this will affect his assistant with regards to interruptions.

8. Denise Duval, Town Secretary, informs the Board that the town employees successfully finished the wellness program which was “Get Moving Fitness Challenge”. This was for the month of April and now the employees would like to keep it going including keeping Scott McGrath on as the fitness trainer. Denise is asking the Board to assist with ½ of the cost to continue this program. This cost would not exceed \$200 per month. The Police Chief has generously offered through the Police Association to help with the balance. There will be no contract; this would be on a month to month basis. There is money available in the Health Insurance budget line for the rest of the FY16 and FY17. The range of participants was 2-8 per class. This cost is a flat fee not per person. The Board requests that after 6 months Denise shall return to the Board with a progress report. Chairman Bugbee entertains a motion to approve this expenditure. So Moved by Selectman LaCourse. Selectman Brown, seconds. All in favor. **Motion Carries.**

9. a) The trash problem at LRP is revisited. The Board wants the TA to contact the school and ORYA to make sure that they are cleaning up after they are done. They also want the TA to talk to Randy about putting trash barrels down at LRP.

The Board agrees to signs and the Mutt Mitt Bag and Disposal Center but would like to see cost estimates at the next meeting.

b) TA Glover sent the draft Facilities Committee charge out to the most recent town center committee members for review and David Meeker was the only one who wrote back with comments. Chuck Cox, Captain Smith Emerson Road, recalls an RFP that was approved to be done by Art Guidano. He thinks that this new committee should work with Art as a facilitator to produce this report. Chairman Bugbee sees this as a phased approach, producing an estimated cost and then having Art facilitating it with the public. TA will send out an email asking who would like to continue on this committee. Chairman Bugbee entertains a motion to accept the Charge and request the TA to send this out to previous members of the Town Center Committee to see if they will serve on the Facilities Committee. So moved by Selectman LaCourse. Selectman Brown, seconds. All in favor. **Motion Carries.**

c) TA Glover recommends that if the Board agrees to the sale of banners again that the funds would be put into the Rec Revolving Fund. They are the agents to expend; however, the Board controls town property so it would most likely be a collaborative decision. TA Glover recommends that Susan Mattioni work with the Rec Commission of this project. TA Glover reminds the Board that if the Board agrees to advertise they can't restrict who they let advertise. Chairman Bugbee entertains a motion to move forward with this. So moved by Selectman LaCourse. Selectman Brown, seconds. All in favor. **Motion Carries.**

d) TA Glover met with Jay Somers, Government Rep for Comcast, and they have produced the final Comcast Franchise Agreement for the Board to approve. The Town Attorneys have reviewed and approve of this agreement. Comcast will not pay for cable to be run to the residents on Osprey Lane. The cost for this would be \$18k because their current utilities are underground. They should make sure that there is not another conduit available in which case the cost will be a lot less money. Comcast did agree to go from 100 feet to 200 feet for a standard drop. TA Glover will notify the residents on Osprey Lane. Chairman Bugbee entertains a motion to accept this agreement. So moved by Selectman LaCourse. Selectman Brown, seconds. All in favor. **Motion Carries.**

e) TA Glover reminds the Board that she and the Town Secretary will be attending the Primex Annual Conference this Wednesday and Thursday.

10. Chairman Bugbee **moves** to accept the Consent Agenda as presented. Selectman Brown, seconds. All in favor. **Motion Carries.**
11. Chairman Bugbee **moves** to accept the Select Board Public Meeting Minutes from April 25, 2016. Selectman LaCourse, seconds. All in favor. **Motion Carries.**
12. Chairman Bugbee **moves** to accept the Select Board Non Public Meeting Minutes from April 25<sup>th</sup>, 2016. Selectman Brown, seconds. All in favor. **Motion Carries.**
13. Chairman Bugbee **moves** to accept Manifest #22 and Weeks Payroll ending May 8, 2016. Selectman Brown, seconds. All in favor. **Motion Carries.**
14. a) Chairman Bugbee **moves** to enter into Non-Public Session per NH RSA 91-A: 3 II (a), (c), (a-e,i) at 8:18pm. Selectman Brown, seconds. All in favor. **Motion Carries.**

The Board returns to public session at 9:10pm.

15. **Motion** made by Chairman Bugbee to seal all the non-public minutes because it is determined that divulgence of this information likely would affect adversely the reputation of any person other than a member of this Board. Roll Call Vote to Seal Minutes: Scott Bugbee Yes, John LaCourse Yes, Cary Brown Yes. **Motion Passed.**
16. Chairman Bugbee would like the manifest review at 5:50pm so he doesn't have to look at it during the meeting.  
Chairman Bugbee went to the Conservation Commission meeting. The Kennard property is going to be sold to the Southeast Land Trust pending government approvals.

**SELECT BOARD MEETING MINUTES**

**May 9, 2016**

**PAGE 7**

17. Chairman Bugbee **motions** to adjourn at 9:15 pm. Selectman LaCourse, seconds. All in favor.  
**Motion Carries.**

Minutes transcribed by:

Minutes accepted by The Lee Select Board:

\_\_\_\_\_  
Denise Duval, Town Secretary

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
John LaCourse

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



