

**Exeter Board of Selectmen Meeting
Monday, June 18th, 2012, 6:50 p.m.
Nowak Room, Town Office Building
10 Front Street, Exeter, NH**

BUSINESS MEETING TO BEGIN AT 7:00 P.M.

1. Call Meeting to Order
2. Board Interviews
3. Public Comment
4. Minutes & Proclamations
 - a. Regular Meetings: May 21st, 2012
 - b. Regular Meetings: June 4th, 2012
5. Appointments
6. Discussion/Action Items
 - a. New Business
 - i. Public Hearing: CDBG Grant/Meeting Place Phase 2
 - ii. Proposal – Exeter Ferry Company
 - iii. Proposal – Natural Gas/Electricity Purchase
 - iv. Update – Town Treasurer Process
 - v. Update – DPW Capital Projects
 - b. Old Business-
 - i. Bid Award: Pool Filter Project
7. Regular Business
 - a. Bid Openings
 - b. A/P and Payroll Manifests
 - c. Budget Updates
 - d. Abatements & Exemptions
 - e. Permits
 - f. Town Manager's Report
 - g. Legislative Update
 - h. Selectmen's Committee Reports
 - i. Correspondence
8. Review Board Calendar
9. Adjournment

Matt Quandt, Chairman
Board of Selectmen

Posted: 6/15/12 Town Office, Town Hall, Website
Distribution: Town Departments

Persons may request an accommodation for a disabling condition in order to attend this meeting. It is asked that such requests be made with 72 hours notice. If you do not make such a request, you may do so with the Town Manager prior to the start of the meeting. No requests will be considered once the meeting has begun.

Packet Overview – June 18th, 2012

Board Interviews – There are two interviews scheduled for Monday night – I have scheduled the meeting for 6:45 for a planning board applicant (Jeff Dube) and an arts committee applicant (Bob Richardson).

New Business

Item #1 – The public hearing requested is for two purposes. First to discuss the application for the next phase of the Meeting Place project on Epping Road (“Phase 3”). Mr. Robert Felder is seeking CDBG funds for this purpose and will again ask for the Board’s support for an application. The Chairman will have the typical CDBG script to work from with motions as this is a regulated process.

Item #2 – Keith Noyes will be present to discuss his proposal of an “Exeter Ferry Company” (last known name) to use the Town Dock. This would require modification of our current dock ordinance to allow commercial uses. Mr. Noyes has presented a draft ordinance proposal. We have also included a sample dock ordinance from Wolfeboro. While it may not be “apples to apples” we are researching other communities to see what issues if any have been addressed in their ordinances. If the Board makes a change and moves toward allowing commercial uses, the Town will need to have a permit process for this purpose as Mr. Noyes outlines in his suggested ordinance change.

Item #3 – Natural Gas and Electricity proposals. Sean Devine, working through the local chamber of commerce, has presented the Town with an opportunity to purchase natural gas at a reduced rate of 10.11 per dekatherm. Under this agreement the Town would purchase direct from Sprague Energy in Greenland. The annual savings estimate is \$15,000 to \$24,000 based on last year’s paid price of \$13.30 per dekatherm. The initial term of the agreement would be 1 year. On the electricity side, the Town has a proposal to take advantage of lower electric rates. Discussions still need to take place with UMG the Town’s broker however it looks like savings could be realized off the current rate of 7.898 cents per KWH which is running through May of 2013 under the current contract.

Suggested Motion: Move the Board of Selectmen authorize the Town Manager to execute a contract for natural gas with Sprague Operating Resources LLC in the amount of \$10.11 per dekatherm for a period of one year.

Suggested Motion: Move the Board of Selectmen authorize the Town Manager to extend the current electricity contract with Constellation New Energy with terms to be determined but less than the current contracted amount of 7.898 cents per KWH, through December, 2014.

Item #4 – Town Treasurer. We have spoken with two candidates for Town Treasurer for consideration for the interim appointment through the next town election. Both are interested and we will provide more feedback on this item on Monday night.

Old Business:

Item #1 – Pool Filter Bid. After our pump unexpectedly failed due to a power surge at the Healy Pool, the department ordered a replacement and filed an insurance claim. The pump was installed this week and the department was able to get the pool back in service by Wednesday after initially believing it would take up to a week. This was due to the efforts of the departments and the contractor involved in the replacement. The remainder of the project bid will be recommended on Monday night, to include the filter replacement.

Suggested Motion: Move the Board of Selectmen award the bid for the pool filter replacement project to Northern Pool in the amount of \$_____ (to be determined based on further pump information).

Other Business

- There is a request to do night work on High Street next Thursday starting after 10 p.m.. The Board needs to approve this by waiving the restrictions on day work only. This occurs occasionally with capital projects and the DPW's description is in the packet.
- The Mobil Easement needs to be resigned by the Board due to a clerical error on the owners name (an old name was used). The Board simply needs to sign the new copy, not have a re-vote on the item.
- There is a permit for a "Lincoln Street Community Festival" – a new event being led by St. Vincent de Paul. This event contemplates a street closure on Lincoln Street on Saturday, August 4th from 9:00 a.m. to 5:30 p.m. The permit has been signed off by the Police Department and the Code Enforcement Officer. Cleo Castonguay has been working on arrangements with business neighbors and others in the Lincoln Street area and has gained their support for the event.

**BOARD OF SELECTMEN
DRAFT MINUTES**

BOARD OF SELECTMEN

MAY 21, 2012

1. Call Meeting to Order

Chairman Matt Quandt called the meeting to order at 7:00 pm in the Nowak Room of the Town Offices. Other members of the Board present were Selectman Frank Ferraro, Selectman Don Clement, Selectman Dan Chartrand, Selectwoman Julie Gilman and Russ Dean, Town Manager.

2. Public Comment

Don Woodward, Exeter Resident comes forward to express his appreciation to the Board for their support in retaining a grant for the manufactured home cooperative he resides in. He also wishes to thank Christine Szostak of the Building and Planning Department for her assistance in the application for the grant. He notes that Exeter is recognized as the only town in Rockingham County to receive this kind of grant and while they did not get the full \$1,000,000 they were hoping for, the funds they did receive will contribute to the cost of repairing over a hundred homes in the park.

Renee' O'Barton, Exeter resident comes forward to request an update in the near future on the Water Street projects. Chairman Quandt calls upon Jennifer Perry, Director of DPW to compose an update for an upcoming meeting.

Brian Griset, Exeter resident comes forward to inquire why the Selectman's Goal Setting sessions were held at the DPW as opposed to in the Town Offices. Chairman Quandt advises him that the meetings are very informal and tend to take place in a casual atmosphere. Mr. Chartrand adds that the Goal Setting Session was held at the Chamber of Commerce last year, thus setting the precedent. Mr. Griset inquires if due public notice was given and Chairman Quandt indicates that it was. Mr. Griset also expresses his concern that he has heard no response to his inquiry on the policy and procedure regarding what email correspondence goes into the Board of Selectman packet. He recounts a request he made several meetings ago as to the policy on who decides what correspondence goes in and what does not. Chairman Quandt indicates as the Chairman, he has final say on what does or does not go into the Selectman's packet.

3. Minutes & Proclamations

a. Regular Meeting: May 7, 2012

Mr. Chartrand moves to accept the minutes of the May 7, 2012 meeting as presented to the Board. Mr. Clement Seconds. Vote: Unanimous.

4. Appointments - None

5. Discussion / Action Items

a. New Business

i. Public Hearing: Fire Training Funds

Mr. Clement moves to open the public hearing on Fire Training Funds. Mr. Chartrand Seconds. Vote: Unanimous

Assistant Fire Chief, Ken Berkenbush comes forward to summarize the grants available to the Town of Exeter Fire Department. As he has presented to the Board at previous meetings, the Fire Department employees are eligible for part of a \$4,400,000 grant that will fund classes for firefighters in New Hampshire. The grant includes compensation for overtime, if required, and for back filling the positions of the firefighters attending classes. He expresses that the Department has this opportunity to take the time and go to as many trainings as they can. There are no questions or comments from the public. Chairman Quandt closes the public hearing.

Mr. Chartrand moves the Board of Selectman accept up to \$90,000 in unanticipated grant funds from the Department of Safety for firefighter training purposes. Ms. Gilman Seconds. Vote: Unanimous.

ii. Emergency Plan Update – Emergency Management

Assistant Fire Chief, Ken Berkenbush introduces Dylan Smith, Senior Planner for Rockingham Planning Commission.

Mr. Ferraro moves the Board of Selectmen allow Mr. Smith to speak before the Board as he is not an Exeter resident. Mr. Clement Seconds. Vote: Unanimous.

Mr. Smith presents a summary of the grant offered annually from NH Homeland Security Management to conduct updates to municipalities Emergency Management Plans. Exeter was on the schedule for an update to the plan. He summarizes the ten step process of looking into the potential hazards and brainstorming of new mitigation answers to those potential hazards. He advises that this presentation is a formality required by FEMA prior to submittal of a plan update, affording the residents of Exeter the opportunity to express their opinions or concerns. Mr. Clement comments that he has read the plan update and it is very thorough. He asks Chairman Quandt if this update needs to be voted upon by the Board now. Chairman Quandt advises that voting on the adoption of the updated plan can be put off for another meeting. Mr. Clement expresses his concerns regarding some of the proposed mitigations. He wonders if the Board approves and adopts this plan update, is it implied consent that the Town of Exeter will then go ahead with some of the projects in the Capital Improvement Program. He notes some of the proposed projects will extend to the year 2017. Mr. Berkenbush indicates that any questions can be directed to himself, RPC or any fire or safety official. Mr. Clement expresses his desire to offer his input regarding the Exeter River flooding issue. Mr. Berkenbush indicates another public meeting will be necessary before the updates to the plan can be adopted by the Board of Selectmen and he would like to have all the questions and comments resolved as quickly as possible. He advises that the capital projects recommended at the back of the presentation are recommendations. There is nothing that will bind the Town of Exeter to these projects, as all capital expense projects require a vote by the Town residents. Mr. Clement clarifies that should the Board adopt this update, the document will go on file as a working document and can be critical to securing future grants. Mr. Smith advises that at the back of the presentation there is an appendix. This is a list of projects regarding Hazard Mitigation Assistance Programs. These are a slew of pre-disaster grants the Town of Exeter would then be eligible to apply for, assuming the Selectmen adopt the updated plan. He hopes the Selectman would recognize this and utilize some of the parts of the plan in going through review of other Town Operations Plans, including the Master Plan. Mr. Clement requests the document be uploaded to the Town Website for public review and possible public comment. Mr. Berkenbush reflects on a few of the disasters the Town of Exeter has seen over the years, in his experience a document such as this is critical. Submittal of the plan to FEMA would make the Town eligible for FEMA reimbursement in the event of an emergency. Mr. Smith reminds the Board that the current Emergency Plan is out of date. His recommendation is to submit the adopted plan to FEMA as quickly as possible for conditional approval.

iii. Sustainability Initiative: RPC

Glen Greenwood, Assistant Director of the Rockingham Planning Commission comes forward to present a program that has been awarded to the Planning Commission of Exeter, NH.

Mr. Clement moves the Board of Selectman allow Mr. Greenwood to speak before the Board, as he is not an Exeter resident. Mr. Ferraro Seconds. Vote: Unanimous.

Mr. Greenwood summarizes this as the first time the Regional Planning Commission Association's of New Hampshire have attempted federal funding on a large scale, from the Department of Housing and Urban Development. The grant is for sustainability. The grant was successfully secured by the Rockingham Planning Commission and he expresses his appreciation in the Town of Exeter agreeing to participate in the program in order to have the application for the grant accepted. He points out that participation by the Town of Exeter comes with no monetary requirement, only that the Town elect a few member Commissioners in the three year initiative. In finalizing the nine Regional Commissions across the state, utilizing funds from this grant, the goal is to assist the State of New Hampshire to finish the development of the state wide Development Plan. He notes the process is already underway and several meetings have already taken place. He hopes his presentation this evening will entice some Exeter residents to attend any upcoming meetings or listening forums and participate at their convenience, as the public perspective is critical to the process of developing and finalizing this plan. The finalized Regional Development Plan will serve as an advisory document for communities to use in preparation of their own Master Plans. A number of chapters that the Commission would otherwise not have funds to develop will be addressed. The program is named "Granite State Future." He notes the regional plan is being developed in conjunction with the eight other regions in the State. Mr. Chartrand asks for clarification of the expectation to the residents of Exeter. As he understands it, any resident can participate in any meeting and asks for the procedure for residents wishing to have sustained participation. Mr. Greenwood advises that the DHUD is requiring a more broad scope of public participation than the Planning Commission is used to. Part of the requirement is that outreach is diligent to ensure a fully body representation of the general public is available. The goal of the "equity group" is to ensure all residents are encouraged to participate. The topics and areas of upcoming meetings and open visioning sessions will be posted

to the Rockingham Planning Commission website. www.RPCNH.org. He believes the site is likely to have a separate link for a page dedicated to the Granite State Futures second in the near future. Ms. Gilman notes a grant UNH is currently seeking from HUD for a sustainability project in which Exeter would be used as the model for open meetings. She also notes the HFA has a program for citizen involvement and planning. Mr. Greenwood recognizes these grants and notes they came from the same funding round for Community Planning Grant Programs. Mr. Clement notes that the RPC has provided great resources in the past and that Exeter is one of the largest communities in the region. He feels if through promotion, he can involve community members this would be a worthwhile endeavor. Chairman Quandt inquires if the Town of Exeter is current on the RPC Commissioner Appointments. Mr. Greenwood believes the Town is current. Ms. Gilman expresses her desire to see the Regional Plan in full development as many parts of it are inclusive to the Town of Exeter Master Plan.

Brian Griset, Exeter resident comes forward to express his concern regarding Exeter's participation in this initiative. He notes that the large portion of the packet talks about sustainability based on climate change. Many of these documents are used to create regulations at a State and Local level. He hopes the Board takes into consideration the Conservation Law Foundation is enjoined in this initiative and Conservation Law Foundation has filed suit against the Town of Exeter regarding the Great Bay.

Mr. Chartrand extends his appreciation to the RPC, taking on a multiyear initiative. He notes it is an enormous charge and the RPC should be commended.

iv. Grant Designation: CLG Grant

Ms. Gilman presents a grant application she has prepared for a survey of High Street in conjunction with the Historic District Commission. The grant, if approved would address each building, giving it a narrative description, resulting in a document to provide the HDC to utilize in decisions relating to renovations at the historic locations. The grant is in the amount of \$26,100 and requires no match of funds from The Town. She requests approval for submittal of the application and to be designated as the Administrator.

Mr. Chartrand moves that the Board of Selectman support the grant application in the amount of \$26,100. 00 and designate Selectwoman Julie Gilman as the Administrator. Mr. Clement Seconds. Vote: Unanimous. Ms. Gilman Abstains.

v. Resignation of Town Treasurer

Chairman Quandt advises the Board and the public that the Town Treasurer, Don Brabant has offered his resignation as Town Treasurer effective June 30, 2012. Chairman Quandt notes that Mr. Brabant has served as the Town Treasurer for thirty-three years. Mr. Chartrand wishes to offer his personal thanks to Mr. Brabant for his diligent service and guidance. He marks Mr. Brabant as a primary resource of education in his experience serving on various Boards and Commissions with him. This is a true example of how one individual can have a significant impact on the arc of a Town as a whole, an exceptional display of public service. Mr. Clement agrees with Mr. Chartrand's sentiment. He feels the resignation of Mr. Brabant will be difficult as he has been a tremendous asset to the Town of Exeter. He notes Mr. Brabant has served as Treasurer and a multitude of other capacities and he and Mr. Brabant have worked together on various Committees for over fifteen years. Mr. Clement praises Mr. Brabants skills and personally attributes him as a welcomed addition to any Town or Committee. Mr. Clement wishes to congratulate Mr. Brabant on his retirement and his upcoming nuptials.

Don Woodward, Exeter resident comes forward to offer his suggestion to dedicate the 2013 Town Report to Don Brabant, as a tribute.

Mr. Dean advises the Board that the position is an elected position and the resignation letter officially means the position is vacant and the office can only be filled by a resident of the Town of Exeter. It is the charge of the Board of Selectmen to appoint a replacement until an election can be held. As Mr. Brabant will serve as Treasurer until June 30, 2012, the Board can also elect to approve Mr. Brant appointing a Deputy Treasurer on an interim basis. Mr. Brabant currently has no recommendations for filling the position. He has offered his assistance in the transition of a new Treasurer to the position. Mr. Ferraro asks if the advertisement of the position will include the required qualifications. Mr. Dean notes that the position is an elected position; therefore there is no formal qualifications requirement. There is a sample job description available. Mr. Dean notes the position pays \$8,800 per year causing the pool of interested candidates to be limited. Chairman Quandt expresses his desire to appoint Selectman Clement and Selectwoman Gilman as a Selectman workgroup to begin filtering through the process and prepare a recommendation. Mr. Clement asks if the Board envisions an interview process for the candidates. Mr. Dean

expresses the importance of the position of Town Treasurer. He notes again, the position pays minimally, has no official job description and is restricted to Town residents. He recommends due diligence in the immediate future to fill this vital role. He notes the characteristics of the position are unique and traditional advertising channels may prove difficult. Mr. Ferraro expresses his desire to have the opportunity to sit in on the interviews. He notes the Board interview people who sit in on Committees and feels this position is as important, if not more important than that. In light of the limited population of candidates and the limited set of skills required to perform the position, he would prefer to participate in the interviews as opposed to only Mr. Clement and Ms. Gilman assigned to the Selectman Workgroup.

Brandon Stauber, Exeter resident comes forward for clarification. He interprets the conversation to presume the Board is speaking of a temporary appointment of a Treasurer until an election can be held. He is concerned this will presumably be found that the Board is recommending or endorsing a new candidate. Mr. Stauber is concerned the Board of Selectmen could be influencing the opinion of the voters.

Mr. Clement responds that the Board of Selectmen is faced with the charge to appoint a Treasurer until the next scheduled election. It is not an endorsement, it is a temporary appointment. Mr. Chartrand affirms the Board should bear in mind this would be an interim appointment and acknowledges the Board should be mindful of the appointee being recognized as the incumbent. Mr. Clement feels the appointment needs to be made, and quickly. Chairman Quandt advises the entire Board will make the final decision, not one or two members. Mr. Ferraro expresses his desire to participate in the process in any facet. Mr. Chartrand notes that the Town Manager works closely with this elected official and his input should have a major impact on the appointment. Ms. Gilman recommends allowing the Town Manager to perform the initial impression summary of interested candidates, followed by allowing the Board to interview the candidates. She agrees there is no need for a Selectman's Workgroup. Chairman Quandt directs Mr. Dean to begin advertising the position and screening applicants for possible interviews with the Board. The Board agrees a Selectman's Workgroup is not necessary. Mr. Dean notes that all interested parties should send a statement of qualifications to be considered a candidate for the position.

b. Old Business

i. License Agreement – 1 Hampton Road

Mr. Dean presents the memo from the Town Counsel, Attorney Spector Morgan regarding the license agreement that was forwarded at the request of Mr. Ferraro from a previous Board meeting. The Attorney recommended that some language to the "whereas" section regarding jurisdiction be changed. Aside from that minor change, in the estimation of Attorney Spector Morgan, the License Agreement seems to be in order. Ms. Gilman wonders if the agreement is between the Town of Exeter and the tenant Access Sports Medicine, or the property owner, Brooks Properties. Mr. Dean confirms the agreement is between the Town of Exeter and the tenant, Access Sports Medicine.

Mr. Chartrand moves that the Board of Selectmen approve the License Agreement between the Town of Exeter and Access Sports Medicine and authorize the Town Manager to sign the agreement. Mr. Clement Seconds.

Mr. Ferraro asks for clarification. He wonders if Access Sports Medicine is the only company with the right to sign the agreement. Mr. Chartrand confirms that in the initial presentation, as the largest tenant in the building, and in accordance with their lease, they were entitled to the largest sign. Mr. Clement reminds the Board that the sign would still need to go through Planning and Zoning along with DPW to be certain the sign is compliant with local ordinances. Mr. Dean notes the picture sent with the original proposal will be attached to the agreement along with the conditions set forth in the agreement; the entire document will go on file with the Town Clerk.

Vote: In favor; Mr. Clement, Chairman Quandt, Mr. Chartrand and Ms. Gilman. Opposed: Mr. Ferraro. Motion Carries.

ii. Private I and I Program Outline

As a two part discussion, Mr. Dean introduces the first part regarding the contract on the project as a whole. The DPW is recommending the construction project to the accepted bidder. All reports were provided by the team overseeing the project. Paul Vlasich, Town Engineer, has assessed the financials for the project. He has made the recommendation to extend the contract through the balance of phase ii to the current contractor JA Polito and Sons. In offering the contract to the current vendor, the opportunity to save the Town a significant amount of money is available. Mr. Dean believes that utilizing the same contractor simplifies the work, as they are familiar with the area and know the project. The cost savings would be mostly contributed to favorable unit pricing. He predicts the project can be finished by the end of 2012. Mr. Vlasich comes forward to offer his summary of the program outline. His

summation of the recommendation is presented to the Board. The analysis was compiled by from the design engineers at Wright-Pierce. Construction is currently underway and bids were due in September. The construction was started at the end of 2011 on the lower portion of Haven Lane. The construction was resumed in April on Jady Hill Ave and other areas. After the sewer construction is complete, the water main construction will begin until phase ii is solidified with a contractor. The current contractor can hold the current unit prices from phase i. They are the identified lowest bidder from phase 1. Mr. Vlasich directs the Selectmen to the last page of his summation to review the warrant articles that relate directly to the project. The summation is a detailed breakdown of the cost savings benefits of awarding the contract to the current vendor. Mr. Clement seeks clarification on the result of \$161,700 in savings. Mr. Vlasich explains that the approved funds from the warrant articles and general fund, presuming the prices and quantities remain the same, compared to the projected amount that will actually be paid for the construction would result in the balance of roughly \$161,700.00. There is a table on the last page of the summation to explain each of the steps taken to determine the cost, presuming the Town of Exeter award the contract to JA Polito and Sons.

Mr. Chartrand moves the Board of Selectmen approve accepting and extending the current construction contract with JA Polito and Sons through phase 2 of the Jady Hill Project as presented by the Department of Public Works. Mr. Clement Seconds. Vote: Unanimous.

Mr. Dean presents a summary of the second part of the discussion in dealing with the parameter of the private I and I work. In a summary of the comments received by Attorney Spector Morgan, this would be similar to a sewer rental fee pursuant to RSA 149-I: 8. She indicates the charge is permitted in the circumstance where a property owner is benefited from the cost of constructing and maintaining the sewer. She further notes that the Town may pass on any interest it is incurring on the bond, but there is no clear authority to impose interest on the payments beyond that. Mr. Dean advises that the charge would run with the property, not the property owner. Potential purchasers will need to address it at closing. A lien could be placed if the account becomes delinquent just as the Town would assess a tax lien, only it would be for a sewer fee. There is a sample agreement that was submitted for the Selectman's review. All agreements would go on file at the registry of deeds. Mr. Dean addresses the concern of property owners who choose not to participate. He reminds the Board of ordinance indicating if a homeowner is noncompliant they must make modifications to deal with the issue. Mr. Dean believes the entire framework to be lined up and in order. Mr. Ferraro reminds the Board of his last suggestion, in the last discussion regarding this issue, to pass along the interest rate that the bond carries and charging interest on the outstanding balance based on the bond interest rate. He rationalizes this recommendation indicating the rate payers will subsidize the \$500,000. He feels the property owners should be charged interest on the bond note at the current bond interest rate.

Mr. Chartrand believes the reason for the project and getting private lines included was to reduce the amount of storm water that goes into the waste stream system. He feels the more simple the procedures, the better. He notes that storm water is separate from waste water on Jady Hill. He also notes he would be hesitant to make it any more complicated than it already is. Mr. Clement reminds the Board that his position has always been, and continues to be that it should be interest free. Mr. Ferraro responds that paying 80% of the private costs seems like a pretty good incentive considering there is a Town ordinance in place that indicates they are responsible for 100% of it. He feels his suggestion is a token of recognition that 80% of the cost will be picked up by the Town and the rate payers are going to have to carry the charge in addition to the \$500,000. Mr. Chartrand agrees that the token of recognition is understandable and still feels if the process is made more complicated it could deter homeowners from participating. Mr. Clement reminds the Board that the homeowner cost is not \$1,000 it is up to \$1,000. Mr. Dean confirms there are 120 parcels this immediately affects, of which 25 are below the \$1,000 threshold. Mr. Clement clarifies that the policy voted on was the first \$1,000 would be owner responsibility. In the case of these 25 homeowners, the entire project work will cost less than \$1,000. Mr. Vlasich confirms this to be the case for those particular parcels. Mr. Chartrand announces that he is in the process of cosigning on a home on Jady Hill and has a personal interest in the future of this project. Chairman Quandt asks Mr. Dean to modify the agreement to reflect the differentiation between \$1,000 and up to \$1,000. Mr. Dean indicates the differentiation will be made, it will be reflected as \$1,000 for the parcels in which the cost will be above the threshold and the exact dollar amount for the parcels that are not. Mr. Clement inquires if the DPW can define exactly what work will be completed and that detailed account be added to the agreements. Mr. Dean indicates this is in the job scope; the variability will be defined and managed on a property by property basis.

Mr. Ferraro moves that the Town of Exeter charge the interest rate at the rate of the bond on the homeowner portion that is financed. There is no second. Motion Fails.

Chairman Quandt instructs Mr. Dean to modify the agreement to reflect the agreed to changes and send it back to

legal counsel for review.

iii. Review Street Sweeper Operation

Mr. Chartrand requested this discussion be placed on the agenda as he was not a Board member when it was initially discussed. Mr. Chartrand feels strongly that the DPW has a very full plate currently. He expresses that he has no desire to ask them to prioritize street sweeping efforts at this time. Mr. Ferraro notes that the previous Board voted ~~on the requirement to require~~ that the DPW investigate the possibility of contracting for a street sweeper and ~~possibly present~~ develop an RFP by the end of March, 2012. He has asked for the results of that evaluation and the RFP and feels Mr. Chartrand's opinion is irrelevant. He further notes that at any time, any Department or the Town Manager can request an extension of time, but not after the fact.

Mr. Dean acknowledges that since the vote was taken by the previous Board of Selectmen, many things have changed in the priority list of the DPW. A different Board voted on that issue. Mr. Dean reports that the DPW is prepared to offer a presentation, but reminds the Board that no one envisioned the DPW would have five capital projects along with paving etc... to be proud of at the moment. Operations are often modified based upon extraneous factors.

Chairman Quandt also acknowledges that Jennifer Perry, Director of Public Works had previously approached him in regard to an extension on this evaluation prior to the deadline. He admits he did agree to give the DPW an extension and apologizes if any other Board member feels he has overstepped his authority. Mr. Ferraro feels he is a reasonable person and recognizes that schedules can change. He does not feel it appropriate to come, after the fact, and say, "we decided not to do the work." He feels it's necessary to come before hand and ask for more time. Mr. Ferraro notes he has waited until after the end of March to begin asking about the evaluation. He reminds the Board that this was a Board vote and with no disrespect to the Chairman, indicates no one Selectman has the authority to over ride the vote of the Board. He is prepared to hear the evaluation and review the RFP.

Jennifer Perry, Director of Department of Public Works presents her draft request for proposals for outsourcing street sweeping. She advises this is a draft format, and has not been issued. She believed the responsibility of the DPW was to create the draft and bring it before the Board. She feels as though diligence has been done, and is prepared to offer her report without a full blown financial analysis. She advises the Board that the sweeper the Town of Exeter currently operates is called a mechanical / vacuum sweeper. The benefit of this type of sweeper is that it is exceptionally good at minimizing particulates. It meets the PM 10 requirements. She advises that Jay Perkins, DPW has been reaching out to vendors with this type of equipment. She acknowledges it's been difficult to find vendors with newer equipment that perform the mechanical and vacuum sweeping. The previous bid was for mechanical sweeping only. After a thorough inspection of the current unit, a six year old sweeper, she believes it can conservatively be operated effectively for approximately two more years. Ms. Perry estimates the cost to run the sweeper as follows: The initial cost was estimated at \$15,000 - \$20,000, Fuel at approximately \$5,000 per year, personnel is approximately \$45,000 per year including wages and benefits at 66%, or 2/3 of the annual personnel cost, for a total cost of approximately \$65,000.00 annually to continue to operate the sweeper the Town is currently using. The previous bid of \$55,000 was strictly for mechanical sweeping and did not include a performance bond. It is the recommendation of the DPW that the Town of Exeter continue using the current sweeper for a minimum of two years.

Mr. Chartrand thanks Ms. Perry for taking the time to evaluate this possibility with so many other projects requiring the DPW's attention.

Mr. Ferraro asks if the option of selling the sweeper has been considered since contracting the sweeping would render the machine unnecessary to the Town. Ms. Perry advises that the draft proposal requests a sweeper at or around two years old, with a back up sweeper of four to five years old as this is the standard in the industry. She advises that new equipment is high service, high maintenance and high exposure. She believes if the equipment is operated at 90% of the time in other municipalities, it's considered hard duty. Mr. Perkins indicates this is also the industry standard and what the Town of Exeter requires in waste management agreements. Mr. Ferraro feels this is all the more reason to sell the sweeper to the contractor. He does not feel the financial analysis is reflected accurately. He feels the sample analysis should reflect the employee as a part time employee, no longer requiring benefits associated with full time employment. The loss of the full time employee would be reflected in the savings side. If the DPW wishes to justify that employee for other services, that would be different, but not a reflection in this economic **evaluation plan**. Mr. Perkins reminds the Board that a DPW position has already been eliminated; eliminating another position could leave them hard pressed. Mr. Ferraro clarifies that he is not suggesting another

position be eliminated. Mr. Clement reminds the Board that there are union contracts involved and there may be rules the Town is bound to. Mr. Ferraro clarifies again, he is not suggesting eliminating a position, and he is suggesting that economic analysis does not include any benefits. Mr. Clement feels it's difficult to use that economic analysis when there are union contracts involved. Ms. Perry indicates the model was from another municipality's economic analysis. Mr. Ferraro feels that if that is the case, that municipality is reflecting it wrong, and because they are doing it wrong, does not mean that the Town of Exeter should do it wrong. He advises Ms. Perry that UNH has a sweeping company that advertises they have vacuum trucks, the company name is immaculate sweeping. He notes that Granite State Sweeping does the Towns of Newmarket or Newfields. Mr. Perkins agrees to contact both vendors.

Ms. Gilman asks Mr. Ferraro to review the motion from the previous Board. She wonders if it requires a RFP is issued or prepared as she wishes to be clear on the expectations. While she agrees the task is beyond the date of requirement, she wishes to offer the DPW some leniency in light of the circumstance. Ms. Perry advises the Board that the DPW has been prepared to present this topic to the Board for some time, and this was the time they were assigned. She clarifies that the DPW was prepared prior to the deadline.

Renee O'Barton comes forward with a question for Ms. Perry. The ~~mechanical~~ **maintenance** cost is approximately \$15,000 in today's report, what was the original mechanical cost? Ms. Perry indicates that lifetime costs were presented but included the previous sweeper so the figures were a bit higher than they should have reflected.

Brian Griset, Exeter resident, comes forward to express his concern regarding RSA 91;A violations. He wishes to point out that there have been numerous violations of RSA 91;A tonight, with electronic messaging. He reflects that if electronic messages are received and read, they must be read aloud in the public forum. He notes it's also a violation of RSA 91; A, for members to have separate conversations in private. Chairman Quandt agrees to look into the matter.

iv. Bid Awards: Sidewalk Tractor

Jennifer Perry, Director of Public Works has reviewed the two bids received for the sidewalk plow. H.P. Fairfield has bid \$139,500 with a trade in for the 1991 tractor in the amount of \$10,000 with a bid result of \$129,500.00 Chadwick-BaRoss has offered a bid of \$143,300 with a trade in for the 1991 tractor in the amount of \$5,500 resulting in a bid of \$137,800.00. The DPW recommends awarding the bid to Chadwick-BaRoss for \$143,300. The budget for this item is for \$147,500. The DPW also recommends retaining the old machine, in lieu of a trading, as a parts machine. There is another trackless unit the DPW will continue to run and it's become more and more difficult to locate parts for the machine. The value as a parts machine is estimated at over \$20,000. The DPW had each of the proposed units delivered to allow the personnel an opportunity to preview them in detail. The value of the tracked Bombardier is greater than the trackless. Tracked units are not unusual and are currently used by the City of Manchester. The reliability of the tracked model is unquestioned. Exeter used to have tracked units that were made of steel with rubber skids. These skids are completely rubber. Mr. Perkins adds that tracked vehicles, in his experience, outperform especially in the heavy snow. Trackless models articulate from the middle and are consistently getting stuck; they perform poorly in heavy wet snow. The DPW intends to scale back from the current four wheeled vehicles to two. It is also noted that the bid submitted by H.P. Fairfield did not meet the spec requirement in the ribbon track or the snow blower. Mr. Perkins points out that the trackless models have sheer pins and the bombardier does not. Mr. Perkins is confident that keeping the unit for parts will prove well worth it, as the DPW intends to continue to run the identical unit for as long as possible. The one that is discontinued will be taken off the road, the plates will be removed, and the insurance on the unit removed. It will be strictly for use as a parts unit.

**Mr. Clement moves to award the bid to Chadwick-BaRoss for the Bombardier sidewalk tractor in the amount of \$143,300.00
Mr. Ferraro Seconds. Vote: Unanimous.**

Mr. Ferraro asks Ms. Perry if she recalls conversations he and she have had regarding the frustration that the town must clear many sidewalks. He recalls Ms. Perry speaking of court cases she is familiar with and asks if she remembers, based on that recollection if she can recall what the requirement of clearing would be.

Mr. Chartrand advises this topic is not on the agenda and is not prepared to discuss it. He would prefer the topic be added to a future agenda for discussion. It is agreed that the topic will go on a future agenda.

v. Town Office Discussion

Chairman Quandt introduces a chain of emails in the packet between himself and Mr. Ferraro. In the email exchange, it was brought to his attention that he might have been in violation of RSA 91: A by conferring with the Vice-Chair Don Clement regarding the situation. Chairman Quandt proposes that he was not in fact in violation of 91: A according to RSA 91-A: 2 iii part B. He summarizes the situation as Mr. Ferraro sending him an email regarding the Town Manager moving office space asking to have the Town Manager cease and desist. Chairman Quandt was unable to verify the emergency, as he was in Concord. He called Vice Chairman Selectman Don Clement to see if he even had the authority to order a cease of the office moving. Selectman Clement did not feel the authority was within the confinements as the Chairman. Mr. Ferraro recalls his email as a caution as opposed to accusatory. He felt he was cautioning Chairman Quandt in light of recent newspaper articles regarding these types of situations.

Chairman Quandt acknowledges that even third party contact via phone construes a quorum and he wishes for the Town Manager to talk about the entire aspect of the Town Office Moves. Mr. Dean reports the switching of Tax and Assessing as part of a broad plan. The Board authorized this. Finance has been moved. The moving of Tax and Assessing was done after a consultation with Primex. There were some ergonomics issues in both spaces. There were interviews between Primex and Department Employees and several internal meetings to discuss the moves. Tax, Assessing and Maintenance were included in these meetings. In between that, Ms. Kohler, who was elected Town Clerk in March, came to the Town Manager with ideas for her office. She is very interested in relocating the Supervisors of the Checklist and creating better use for the third window which was put in a few years ago. The layout for tax is very basic. Assessing was a bit more difficult. It was always envisioned that the Assessing Assistant would move in to the old Tax Collections Assistant Area. During the planning phase, widening the entry way for accessibility and wheelchair ease was performed, thus creating another issue, which was removing the bubbler, and this will be addressed at a later time. The issue of privacy for the Assessor was raised. The Assessor needs a private office for exemption issues. The idea of him going in that office and able to see out and meet the needs of assessing was ideal. He agreed this solution was workable. The office moves continued with that in mind and created a counter space in the Assessing Office. Eight file cabinets were moved to the basement with the Planning records. The cabinets needed to be secured however they do not lock. As was learned in the reconfiguration of the IT office, building walls does not always work.

Mr. Dean reports that the Assessing files are standard paper size and have been targeted for automation. They're historical documents filed by address and can be turned into PDF's easily. Primex was consulted again in regard to the Town Clerk and ergonomic issues were again addressed. The counter was constructed with the needs of residents and the needs of collections in mind, essentially opening the space a bit. All of the work was timed to coincide with issuing the Property Tax Warrant in a timely manner. The old finance area worked great and we were able to temporarily stage the Tax Department there. Going forward there is a couple of issues. Carpets are going in soon and paint has been finished over the weekend.

Mr. Ferraro feels the report sounds good with the exception that Mr. Dean did not come to the Board between January 23, 2012 and the time the construction started to advise of the changes he intended to make. If he had, he might be in compliance with a plan approved by the Board. Mr. Ferraro takes exception that the Assessing move to Finance location is reflected in the minutes of January 23, 2012. In conjunction, the Assessor will relocate to the current Finance location. The Board approved moving the Assessor to the Finance Location. Mr. Ferraro's concern in this is there was approval of a plan, by the Board. The Board was never asked to modify that plan. He questions what authority the Town Manager has to decide on a plan that is different than that which was approved. Mr. Clement cannot recall that an actual motion was made to authorize this move plan in the January 23, 2012 meeting. Mr. Ferraro reminds the Board that the Town Counsel has weighed in on a similar situation, on general consensus. He reflects on the Getty Property Purchase and Sales Agreement. He reflects that any objection to the proposed plan was asked by the Chair and no one came forward. The Chairman advised the Town Manager to move forward. Mr. Clement notes that the Town Manager's responsibility is the everyday overseeing of the Town and its Departments. He feels the changes came about under different factors. He wishes to know what Mr. Ferraro expects of this discussion. Mr. Ferraro clarifies his expectation. He wishes to know under what authority, did the Town Manager change the plan. He feels there is a discipline issue here. He recalls the Town Manager given direction to proceed. The Town Manager chose not to come back to the Board and indicate things had changed and he would like consent to change or modify the plan. Mr. Ferraro is referring directly to the authority of the Town Manager. He feels, according to Town Counsel, the decision was binding by the Board consensus.

Chairman Quandt recognizes the conversation has two issues. The discussion of the authority and potential disciplinary action, which would need to be discussed in a non public forum. Mr. Ferraro does not feel this is the case. Non Public forum is only required in the event of disciplinary action. Mr. Clement feels that there comes a time when you must take a step back and stop micromanaging in the Town of Exeter. It's been said the role of the Board is more like a Board of Directors of a large Corporation and we should act as such. Mr. Clement does not feel the Town Manager has exceeded his authority.

Mr. Ferraro clarifies that his objective is not to dictate how the offices are organized. His position is that a decision was made by the Board of Selectmen. The Town Manager was directed to proceed with that plan. He did not proceed with that plan. What authority did he have to deviate from that approved plan? Mr. Dean notes that in looking through what was laid out, there was no site plan, essentially two operations were moved. He interpreted the RSA, the law and the Selectmen's role and the RSA relating to the authority of the Town Manager. In his opinion, the law does allow him some flexibility to do things that are administrative oversight. He did not feel as though he were stepping out of the scope of his authority. Ms. Gilman recalls her expectation of directing the Town Manager to move forward with an understanding that the plan could be adhered to the best of the capacity, especially considering this is a historical building and many obstacles could have arisen. Mr. Ferraro reflects that in the Getty Property Purchase, no one ever said anything about a purchase and sales agreement, but the Town Manager signed one. He responds to Mr. Dean's interpretation of RSA 37-5 and 37-6 which gives the Town Manager general supervision of the property. He notes that RSA 41-6 gives explicit property management to the Board. The plan was that the tax assessing clerk moved and the tax assessor moved. This was counter work and moving files. He asks the Board to educate him when something comes up, whether a vote is need or not. He feels this is all in flux as in the Getty Property Purchase it was talk in general terms and encourage the Town Manager to pursue and in this case where there was a specific plan and we approved it and he didn't adhere to it, in this circumstance it's fuzzy. Mr. Clement feels this discussion is a power and control struggle. If the Town Manager deserves disciplinary action, he suggests also disciplining the entire Board. He also points out that Mr. Ferraro requested the Town Manager be ordered to cease and desist. He feels that Mr. Ferraro went around the entire Board. Mr. Chartrand interjects that he was not consulted on any of this. He feels the Board is a unitary body; no one Selectman has the authority to do anything. He asks that all members of the Board respect that and act accordingly.

Mr. Ferraro points out he has called for a non public meeting to take place no more than ten days later and it has yet to convene. Mr. Clement reminds him he hasn't the authority to call for a meeting. Chairman Quandt advises the Board that he was unable to make it to the Town Office and did not feel this was an emergency that couldn't be managed in a normal meeting. He notes he does not have a personal issue with the decisions made in the move. The decisions appear to be reasonable and work well for that office. The renovations are not complete yet and can be discussed again in the future.

Brian Griset, Exeter resident comes forward to express his opinion. He notes that in history of the Town of Exeter, the issue of restructuring the physical layouts has been going on for years. There have been multiple proposals. The prior Board voted not to accept a proposal previously submitted by the Town manager. This was an issue with the budget regarding the receptionist person. The proposal that came back talked of a clerk's window. Former Chairman Bobby Aldrich came up with a proposal and there were multiple discussions and multiple public hearings with public comment. In January in a public meeting, people came forward. Every single person on the Board agreed there would be a specific directive. A decision, specific decision was made. I have an issue regarding the authority also. There seem to be four Selectmen with no problem with the change. He corrects himself to include 3 Selectmen. The decision included in specific directive, the directive was changed. The board voted. The Town Manager unilaterally changed and reserved space.

As a secondary issue, Mr. Griset points out the new location of the eight file cabinets now stored in the basement. He is concerned they are now not available for immediate inspection. The Town Manager in and of himself cannot decide where records can go. The Selectmen must vote to move records. The Board of Selectmen needs to not delegate the statutory responsibilities. Ms. Gilman responds that the records are still kept in the building and are immediately accessible at this point. She further notes that if the public expects that every record be available in this building, there is a need for a bigger building. Mr. Griset identifies that there was no discussion to change the location of the Assessing Office, or its records. He feels Mr. Dean made an arbitrary decision to move the records. Mr. Chartrand agrees it was a decision, but does not agree it was an arbitrary decision. Mr. Ferraro feels it's obvious the Board is not concerned that the direction was not complied with. Mr. Clement reminds Mr. Ferraro he cannot predict what is of concern to others and what is not. Chairman Quandt closes discussion on the item.

6. Regular Business

a. Bid Openings

Eight vendors submitted sealed bids that were due May 14, 2012 by 4:00 pm for the Water Treatment Plant Roof.

Rockwell Roofing of Rockwell, Ma bid the project for \$59,000.
Skyline Roofing, Inc. of Manchester, NH bid the project for \$55,300.
AW Therine of Manchester, NH bid the project for \$59,853.
Kevin Smith & Son Gordon, ME bid the project for \$46,200.
Exeter Roofing, Exeter NH bid the project for \$47,000.
Eastern Exterior, Hooksett NH bid the project for \$51,248.
Arbor Bowler & Sons bid the project for \$39,450

Ms. Gilman moves to refer the bids to DPW for review and recommendation. Mr. Chartrand Seconds. Vote: Unanimous.

b. A/P and Payroll Manifests

Mr. Chartrand moves to accept a weekly Payroll Warrant for checks dated 5/9/2012 in the amount of \$163,498.50. Mr. Clement Seconds. Vote: Unanimous

Mr. Chartrand moves to accept a weekly Payroll Warrant for checks dated 5/16/2012 in the amount of \$163,238.18. Mr. Clement Seconds. Vote: Unanimous

Mr. Chartrand moves to accept an Accounts Payable warrant for checks dated 5/18/2012 in the amount of \$393,912.66. Ms. Gilman Seconds. Vote: Unanimous

Mr. Chartrand moves to accept an Accounts Payable warrant for checks dated 5/18/2012 in the amount of \$183,528.17. Mr. Clement Seconds. Vote: Unanimous

Mr. Chartrand moves to accept an Accounts Payable warrant for checks dated 5/11/2012 in the amount of \$423,236.79. Mr. Clement Seconds. Vote: Unanimous

c. Budget Updates – None at this time

d. Tax Abatements & Exemptions

Mr. Dean presents two tax deeded properties to dispose of. The procedure is to notify the former owner of the right to repurchase. The addresses are 156 Front Street Unit 111 and 29 Hampton Road. The Town would like the ability to auction the properties off. The auction can be by sealed bid, or as an open auction forum. Mr. Clement clarifies the previous owners have thirty days to respond to the right to repurchase and then an auction can be held at ninety days.

Ms. Gilman moves to auction the two properties at 156 Front Street, Unit 111 and 29 Hampton Road. Mr. Chartrand Seconds. Vote: Unanimous.

e. Water / Sewer Abatements

Mr. Chartrand notes there is a notice for intent to cut that is not initialed. The notice will need to be deferred to the Town Planner. Mr. Dean reports that the property tax warrant has been issued at \$19,735,406.93, for the first half of 2012.

f. Permits

Mr. Dean reports on the upcoming events for the Town of Exeter as a River Study Committee Public Meeting on Wednesday at 5:30 pm. Mr. Clement believes this meeting is actually at 6:30pm.
The Firefighter Boot Drive will be Saturday from 8:00 am to 12:00 pm at the bandstand.
Next Friday, June 1, 2012 is the Exeter Women's Club yard sale.

A permit request was received from Stillwell's Riverwalk Ice Cream on Water Street. The permit is a request to allow a plastic bench to be put on the sidewalk in front of the window. Mr. Ferraro indicates he has discussed this issue with Mr. Eastman earlier this week and it's a question of code. He notes a bench has never been permitted; outdoor seating has been permitted, but not a bench as described in this permit. Ms. Gilman sites that the ordinance is to apply for an exception but that

is primarily for signs. Mr. Ferraro cites a waiver and appeal that came from the previous ordinance 502. He notes this would relate to the waiver from 502, to 502; 3. This ordinance prohibits any objects on the sidewalk. Since the permit application has been submitted, the store front owner has moved the bench to the side of the building, onto private property. Mr. Ferraro notes he has seen its location in passing and feels the side of the building is a perfectly fine location for the bench. He reflects that the sidewalk immediately in front of Stillwell's is already crowded by a post office mail box as well as a tree and one, sometimes two, town trash receptacles. He feels the addition of a bench would make the sidewalk improperly restrictive and passage could be difficult. He notes the success of Stillwell's, as in his experience passing by; there has been a line out the front door on many occasions. Adding a bench, in his opinion, would press the line that forms there out onto the sidewalk making it nearly impassible. Mr. Chartrand wonders how wide the bench is. Having also seen it, Mr. Clement notes that it is narrow. Mr. Clement expresses his desire to have the Town of Exeter give the impression of a welcoming and warm community. He feels that having seen the bench against the front of the building that the bench adds to the charm of the community store front area. He adds that Stillwell's is often crowded with a line, adding a bench will not make it any more or less crowded. He describes the bench as a two person plastic bench of standard height and width. He also points out that park benches are not as plentiful as they could be in the downtown area. Mr. Clement advises he is in favor of this request.

Chairman Quandt asks Mr. Dean if the owners have been approached since the bench was moved to the side of the building. He wonders if the desire to permit the bench in the front of the building is even still an issue. Mr. Dean has not spoken with the owners yet. He expresses a concern that the bench may not be sturdy enough to hold people, he would want to check on it. Mr. Chartrand notes that he could agree to approve the permit, presuming the bench is less than two feet out from the building. He notes that in terms of wellness, Stillwell's is attracting business to the downtown Exeter business community. As long as the owner meets the standard criteria, he would be in favor of approving the permit request. Mr. Ferraro notes he would not question the permit request, had there not been an alternative available, which they are currently utilizing. He feels the owners do not need to have it out front; they want to have it out front. He recommends the Board suggest to the owners that if approved, they may only have one bench and they must declare which side of the door it will be on. He also agrees that it should be limited to twenty-four inches from the building. Mr. Dean agrees to gather more information.

Mr. Clement moves to approve the permit request and grant Stillwell's the right to put one bench in front of the store window, so long as the bench does not extend from the building by more than twenty-four inches. Mr. Chartrand Seconds.

Ms. Gilman notes the permit request indicates the bench will be removed and/or taken in every evening.

Mr. Clement amends his motion to include that the bench must be removed and/or taken in every evening. Mr. Chartrand amends his Second. Vote: Unanimous

Mr. Clement presents a request to the Board. He advises that on more than one occasion, he has visited Swasey Park and found it to be a popular place to eat ice cream and pizza for residents. Trash is collected at the Park on Mondays. In his experience, in the warmer weather, the trash receptacles at the location seem to be overflowing more often. He requests the inquiry be made to the DPW or Waste Management to include another receptacle. Mr. Dean agrees to present the topic to the DPW.

g. Town Manager's Report

Mr. Dean reports that he previewed an upcoming permit for a new cart vendor similar to the hot dog cart vendor. This vendor wishes to sell Italian Ice and is owned by the owner of Sully's Ice Cream. He notes this is the first vendor application since the review of Ian's Franks. Mr. Dean is happy to report the field work is beginning on the audit. It is scheduled for May 24, 2012. He reminds the Board this audit is for the year 2011. He proudly notes the Town of Exeter is approximately three months ahead of where they were at the same time last year. Mr. Dean is pleased to announce the tax bills are prepared and should be going out over the next few days. He urges the community to be watching for them in the mail. Mr. Dean reminds the Board of the Memorial Day Parade, which will be held on Monday. Preparations will be from 9:30am – 10:00am. He advises that the community residents should plan to arrive at Swasey Park before 10:00 am. The Veteran's Council has a speaker this year named Robert Dastin. General Dastin is retired. Mr. Ferraro asks if there is a specific time at which the public can expect that the Swasey Parkway will be closed to automobile traffic. He recalls some confusion from last year. Mr. Dean agrees to investigate any logistics issues. Mr. Ferraro also recalls the request from the group at CMS and the music and signs. Mr. Dean indicates no new letter was found, only the letter from last year's submittal. Mr. Chartrand notes the event has already taken place. Mr. Dean agrees to reach out to the group this week.

h. Legislative Update

Chairman Quandt advises that this is the time of year in which the House of Representatives finish the Senate Bills, and the

Senate finish the House of Representatives Bills. Each body will choose their amendments and return them to be voted upon as a single large body. He advises the reason this occurs is for the purpose of negotiating position. He uses a Municipal Plowing Bill as an example. It might be returned as a Decertification of Unions and Municipal Plowing Bill. The entire legislative body will be negotiating on every Bill that has passed either the Senate or the House of Representatives. Mr. Dean notes the SB238 is establishing a sub 2 committee for the next session. He feels this is a committee the Town of Exeter would be interested in being involved with. Mr. Dean notes that wind turbines are being negotiated in other municipalities in lieu of taxing.

I. Selectmen's Committee Reports

Mr. Ferraro summarizes the second Goal Setting Session of the Board of Selectman in which Primex was present. He feels that Primex helped to keep the Board focused and they were productive. They will create a draft file report to add to the agenda.

Mr. Ferraro reports a Planning Board Meeting Thursday evening. This included a preliminary discussion with Southern New Hampshire YMCA to discuss the conceptual plans for the Junior High School. He details a meeting between himself and Mr. Clement, Mr. Dean and Mr. Swanson regarding the website. A vendor has been chosen to recommend and is identified as AHA Consulting. The project was quoted at \$9,000 and a schedule will come soon. He urges the Departments to be thinking of what they may want to put on the website.

Mr. Clement acknowledges there is an Exeter River Study public meeting on Wednesday evening. He attended a water sustainability meeting and a Transportation meeting last week as well. The Transportation Committee's topic of conversation was the Complete Streets Project.

Mr. Chartrand reports he attended his first EDC meeting two weeks ago. The EDC is developing a sub committee to review the Master Plan. He also attended a Counsel of Aging Meeting. The Counsel is currently brainstorming ways to accommodate their need for new chairs. He notes the Community Senior Center is a well kept and beautiful building.

Ms. Gilman is excited to note the HDC celebrating the designation of the Winter Street Cemetery as a Historical Site. This designation will make it easier to secure rehabilitation grant funds. The HDC meeting scheduled for last week was cancelled. She also notes the grant application for assistance with form based code is ready to be submitted.

Chairman Quandt reports the Cable Committee met last week. The Committee agreed, in the future all meetings will be on an as needed basis. The only item the Committee is still charged with, which complaints are relating to programming or Cable Access and Compliance Process. He notes they will still be a formed Committee that will meet less frequently. Mr. Ferraro recalls there is a Policy to be considered a Committee. He suggests the Committee determine, based on policy, what is required in order to maintain the status of a Committee. His second point is that the charge statement of the Committee will need to be changed or adhered to in that it commits them to meeting four times per year. Chairman Quandt agrees to call for a quarterly meeting.

j. Correspondence

A letter from the Department of Revenue Administration to the Tax Assessor. Mr. Dean explains this is a letter indicating the review of the Tax Assessors office is complete and that compliance was reached to their satisfaction in almost all the areas of criteria. As part of the report there is an application of current use report that indicates the non compliance is a result of two requirements per CUB rules. The Town did not apply the last known town equalization factor and not valuing acreage in a way to satisfy the BTLA.

Ms. Gilman summarizes the letter from the Division of Historic Resources on the listing of the Winter Street Cemetery in the New Hampshire State Register of Historic Places.

A Congressional Letter to the EPA regarding a meeting request with the New Hampshire Great Bay Municipal Coalition.

6. Review Board Calendar

The Board will meet again on Monday, June 4, 2012.

7. Adjournment

Ms. Gilman moves to adjourn. Mr. Clement Seconds. Vote: Unanimous

The Board stood adjourned at 10:08pm.

Respectfully Submitted,

Jennifer Pond
Recording Secretary



Sheri Riffle <sriffle@town.exeter.nh.us>

Appointment Application

2 messages

Sheri Riffle <sriffle@town.exeter.nh.us>
To: jdube13@gmail.com

Wed, Jun 6, 2012 at 3:14 PM

Good Afternoon Jeff,

Thank you for your application to the Planning Board. We would like to invite you to an informal interview with the Town Manager and the Board of Selectmen. I have scheduled you for 6:50pm on Monday, June 18th, which is just before the Board of Selectmen meet. The interview will be held in the Nowak Room at the Town Office on 10 Front Street.

If you don't think you will be able to make the interview, please let me know so we can determine a better day that will work for you.

--

Sheri Riffle
Town of Exeter
10 Front Street
Exeter, NH 03833
ph: 603-778-0591 x102
fax: 603-772-4709

Jeff Dube <jdube13@gmail.com>
To: Sheri Riffle <sriffle@town.exeter.nh.us>

Wed, Jun 6, 2012 at 6:40 PM

Hi Sheri,

Thanks for getting back to me so soon, I appreciate that. The 18th at 6:50pm will work well for me and I look forward to speaking with you. Thank you again,

Jeff

[Quoted text hidden]



Town of Exeter
Boards, Commissions & Committees
Appointment Application

Committee Selection:

1st Choice: Planning Board 2nd Choice: Conservation Committee

Name: Jeff Dube

Address: 24 String Bridge Apt. W1

Email: jdube13@gmail.com

Phone: 603 620 7980 Cell: _____

Please describe your interest in serving on this committee.

see following page, response 1

Please provide any background information that would be of interest to the Board when considering your application, including previous committee service or other relevant experience. (*resume can be attached*)

see response 2

Are you aware of any conflicts that could arise affecting your service on this committee?

no, I see no conflicts.

Are you aware of the meeting schedule and able to commit to attending regularly?

YES NO

After submitting this application for appointment to the Town Manager:

- The application will be reviewed and you will be scheduled for an interview with the Selectmen
- Following the interview the Board will vote on your potential appointment at the next regular meeting
- If appointed, you will receive a letter from the Town Manager and will be required to complete paperwork with the Town Clerk prior to the start of your service on the committee or board.

Signature: Jeff Dube Date: 6/5/12

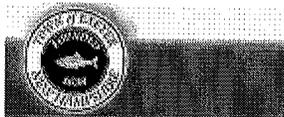
Please submit to: **Town Manager, Town of Exeter 10 Front Street Exeter, NH 03833**

Jeff Dube
24 String Bridge W1
Exeter, NH 03833
jdube13@gmail.com
603-620-7980

Exeter Planning Board Application

1. As noted in my resume on the following page, I have begun a Master's Degree in Landscape Architecture which directly relates to town planning activities of the local jurisdiction. Given that I have decided to delay my studies for a number of reasons, I seek opportunities that will allow me to get involved in my local community in a way that not only relates to my interests but is in an area that I can continue learning about planning and design. For this, I seek to become a volunteering member of the Exeter Town Planning Board.

2. Please refer to my resume for more detailed information regarding past experiences that relate to future committee work. Briefly, I have participated in research studies addressing stormwater quality, I have helped direct the University of Michigan in terms of future sustainable development as part of a team effort and I have been an active student of architecture. Though I have not served as a committee member in the past, I feel fully prepared to do so now in any and all capacity. Thank you for taking the time to read over my application and I hope to speak with you all in the future.



Sheri Riffle <sriffle@town.exeter.nh.us>

Appointment Application

2 messages

Sheri Riffle <sriffle@town.exeter.nh.us>

Fri, Jun 1, 2012 at 9:20 AM

To: bbr4@comcast.net

Good Morning Bob,

Thank you for your application to the Exeter Arts Committee. We would like to invite you for an informal interview with the Town Manager and the Board of Selectmen. I have scheduled you for 6:50pm on Monday, June 18th, which is just before the Board of Selectmen meet. The interview will be held in the Nowak Room at the Town Office on 10 Front Street.

If you don't think you will be able to make the interview, please let me know so we can determine a better day that will work for you.

Sheri Riffle

Town of Exeter
10 Front Street
Exeter, NH 03833
ph: 603-778-0591 x102
fax: 603-772-4709

Robert Richardson <bbr4@comcast.net>

Sat, Jun 2, 2012 at 9:20 AM

To: Sheri Riffle <sriffle@town.exeter.nh.us>

Cc: Kathy Thompson <kathylewisthompson@gmail.com>

Good Morning Ms. Riffle

I look forward to meeting with members of the Town Manager and the Board of Selectmen on the 18th of June @ 6.50 pm.

Thank you.

[Quoted text hidden]

Jeffrey R. Dube

24 String Bridge #W1

Exeter, NH 03833

603-620-7980 | jdube13@gmail.com

Highlights of Qualifications:

- Excellent communication and written skill set.
- Highly computer literate.
- Team oriented with a very strong work ethic.
- Willing to go the extra mile – highly dependable.
- Professional work demeanor.

Education:

University of Michigan – Ann Arbor, MI 2010 - 2011
Master of Landscape Architecture

University of Vermont – Burlington, VT May 2010
Bachelor of Science: Environmental Science, Ecological Design concentration

As part of service-learning projects and internship opportunities:

- Collaborated with the Agency of Natural Resources to design a model wastewater treatment system in Fairfax, Vermont to reduce environmental impacts due to farming activities and promote wise land use and waste-recycling.
- Used principles of restoration ecology and design to restore degraded riparian and deciduous forest ecosystems on the Intervale Center in Burlington, Vermont to protect ecological health and allow recreational activities on site.

Employment History:

Fidelity Investments – Merrimack, NH February 2012 - Present
Financial Representative

- Lead customers to an understanding of the options or solutions that are applicable to their situation, demonstrating how Fidelity's features and benefits match their needs.
- Effectively execute trades, provide tax and retirement related information, and engage in insightful conversations with clients regarding equity markets, fixed income markets, international markets, and economic conditions.

Graham Institute of Sustainability – Ann Arbor, MI 2010 - 2011
Researcher

- Conduct research on sustainable land use and deliver a report to the University of Michigan regarding opportunities for more sustainable and cost-effective development practices with regards to land and water resources.

PhosphoReduc / Constructed Wetland Research Laboratory – Burlington, VT 2008 - 2010
Researcher and Technician

- Develop new methodologies and experiment with new materials that could be implemented to reduce pollution in wastewater.
- Research the ability of constructed wetlands and natural systems to remove excess nutrients and pathogens from effluent of a dairy parlor.

Recent Volunteering Experiences and Other Skills:

Carazo Cooperativo de Educación – Jinotepe, Nicaragua (2011)

- Support a local language cooperative of only native-Spanish speakers with English instruction.

Finca Buena Vista – San Pablo la Laguna, Guatemala (2011)

- Assist in permaculture design of a large organic garden and serve as the volunteer coordinator.

Finca Abundancia – Diriamba, Nicaragua (2011)

- Learn organic and permaculture farming practices of rural Nicaraguan families as part of a family homestay.

350 Gardens – Ann Arbor, Michigan (2010)

- Take leadership role in writing an introduction to winter urban-gardening and assist in the upkeep of the 350 Gardens online newsletter.

Proficient in using the Microsoft Office, Adobe Suite, AutoCAD and ArcGIS computer programs.

Conversational in Spanish; well-practiced in reading and writing.

*References available upon request.



Town of Exeter
Boards, Commissions & Committees
Appointment Application

Committee Selection:

1st Choice: Exeter Arts Committee 2nd Choice: N/A

Name: ROBERT (BOB) RICHARDSON

Address: 2 STERLING HILL LANE, UNIT 216

Email: BBR4@COMCAST.NET

Phone: (603) 583-5065 Cell: (267) 614-6333

Please describe your interest in serving on this committee.

Over the last few months I have attended several EAC meetings and had been impressed with the dedication of it's members and would welcome the opportunity to become an active and contributing member.

Please provide any background information that would be of interest to the Board when considering your application, including previous committee service or other relevant experience. (resume can be attached)

I have held a variety of leadership and creative positions within the decorative arts and direct marketing business world. To that end, I would welcome the chance to apply that talent to the success of the EAC

Are you aware of any conflicts that could arise affecting your service on this committee?

None

Are you aware of the meeting schedule and able to commit to attending regularly? YES NO

After submitting this application for appointment to the Town Manager:

- The application will be reviewed and you will be scheduled for an interview with the Selectmen
- Following the interview the Board will vote on your potential appointment at the next regular meeting
- If appointed, you will receive a letter from the Town Manager and will be required to complete paperwork with the Town Clerk prior to the start of your service on the committee or board.

Signature: Robert Richardson Date: 21 Sept '011

Please submit to: Town Manager, Town of Exeter 10 Front Street Exeter, NH 03833

TOWN OF EXETER
Public Hearings Notice
Community Development Block Grant Project

The Exeter Board of Selectmen will hold three consecutive Public Hearings on Monday, June 18, 2012 at 7:00pm in the Nowak Room at the Town Offices, 10 Front Street, Exeter, New Hampshire for a proposed Community Development Block Grant application to the New Hampshire Community Development Finance Authority (NHCDFA). Up to \$500,000 annually is available on a competitive basis for housing and public facilities, up to \$500,000 for economic development, and up to \$350,000 for emergency activities. All projects must benefit primarily low and moderate income persons. Up to \$12,000 is available for feasibility study grants. The public hearings will hear public comment on the following:

1. A proposed application to the Community Development Finance Authority for up to \$500,000 in Community Development Block Grant funds. The Tow will retain up to \$25,000 for administrative costs. The remaining funds, \$475,000, will be subgranted to FKP, LLC for the construction of at least 32 units of affordable family units at Meeting Place Drive in Exeter, NH, 03833. The CDBG funds will finance a portion of the site development costs.
2. And the Residential Antidisplacement and Relocation Assistance Plan.
3. The progress of the Exeter-Hampton Infrastructure Improvements CDBG project.

For persons with special needs, provisions can be made by contacting Sheri Riffle at the Selectmen's Office via telephone (778-0591) or mail, at least five days prior to the public hearing.

Exeter Board of Selectmen
10 Front Street, Exeter, New Hampshire 03833
(603) 778-0591

TOWN OF EXETER
RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

Every effort will be made to minimize temporary or permanent displacement of persons due to a CDBG project undertaken by the municipality.

However, in the event of displacement as a result of a federally funded award, the Town of Exeter will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, to any household, regardless of income which is involuntarily and permanently displaced.

If the property is acquired, but will not be used for low/moderate income housing under 104(d) of the Housing and Community Development Act of 1974, as amended, the displacement and relocation plan shall provide that before obligating and spending funds that will directly result in such demolition or conversion the municipality will make public and submit to CDFA the following information:

- a. Comparable replacement housing in the community within three (3) years of the commencement date of the demolition or rehabilitation;
- b. A description of the proposed activity;
- c. The general location on a map and appropriate number of dwelling units by number of bedrooms that will be demolished or converted to a use other than as low and moderate income dwelling units as a direct result of the assisted activity;
- d. A time schedule for the commencement and completion date of the demolition or conversion;
- e. The general location on a map and appropriate number of dwelling units by number of bedrooms that will be provided as replacement dwelling units;
- f. The source of funding and a time schedule for the provision of replacement dwelling units;
- g. The basis for concluding that each replacement dwelling unit will remain a low and moderate income dwelling unit for at least ten (10) years from the date of initial occupancy;
- h. Relocation benefits for all low or moderate income persons shall be provided, including reimbursement for moving expenses, security deposits, credit checks, temporary housing, and other related expenses and either:
 1. Sufficient compensation to ensure that, at least for five (5) years after being relocated, any displaced low/moderate income household shall not bear a ratio of shelter costs to income that exceeds thirty (30) percent, or:
 2. If elected by a family, a lump-sum payment equal to the capitalized value of the compensation available under subparagraph 1. above to permit the household to secure participation in a housing cooperative or mutual housing association, or a Section 8 certificate of voucher for rental assistance provided through New Hampshire Housing Finance Authority.
- i. Persons displaced shall be relocated into comparable replacement housing that is decent, safe, and sanitary, adequate in size to accommodate the occupants, functionally equivalent, and in an area not subject to unreasonably adverse environmental conditions;
- j. Provide that persons displaced have the right to elect, as an alternative to the benefits in subparagraph 2. above, to received benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 if such persons determine that it is in their best interest to do so; and
- k. The right of appeal to the executive director of CDFA where a claim for assistance under subparagraph 2. above, is denied by the grantee. The executive director's decision shall be final unless a court determines the decision was arbitrary and capricious.

I. Paragraphs a. through k. above shall not apply where the HUD Field Office objectively finds that there is an adequate supply of decent, affordable low/moderate income housing in the area.

CERTIFICATION OF COMPLIANCE

The Town of Exeter anticipates no displacement or relocation activities will be necessitated by this project. Should some unforeseen need arise, the town certifies that it will comply with the Uniform Relocation Act and Section 104 (d) of the Housing and Community Development Act of 1974, as amended.

Printed Municipal Official Name: Russell Dean

Title: Town Manager

Signature: _____

Date of Adoption: June 18, 2012

MUNICIPAL CERTIFICATION

To the best of my knowledge, the data in this application is true and correct, and this application submittal has been authorized by the Town of Exeter, New Hampshire. The Town of Exeter will comply with all federal and state laws, rules, regulations and requirements, including those in PART Cdfa 300 - CDBG Administrative Rules.

Furthermore, I certify that:

- The municipality affirmatively furthers fair and affordable housing;
- Where applicable, the proposed project is consistent with the municipal master plan, the Housing and Community Development Plan (HCDDP), the Residential Antidisplacement & Relocation Assistance (RARA) Plan and that all planning and zoning requirements have been, or will be, met;
- Where applicable, the municipality shall provide adequate funds to operate and maintain the public facility or improvement after the completion of the project. Not Applicable.

Russell Dean
Name of Designated CEO:

Town Manager
Title:

Signature

June 18, 2012
Date

NOTARY SECTION

State of New Hampshire

County of Rockingham

On this 18st day of June, 2012 before me _____, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the _____ of the Town of Exeter, and that he, as such, being authorized so to do, executed the foregoing certification for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Seal

Notary Public/Justice of the Peace

My Commission expires: _____

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Approval No. 2510-0011 (exp. 10/31/2012)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed Instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code) Town of Exeter 10 Front Street Exeter, New Hampshire 03833 (603) 778-0591	2. Social Security Number or Employer ID Number:
3. HUD Program Name CDBG	4. Amount of HUD Assistance Requested/Received \$500,000
5. State the name and location (street address, City and State) of the project or activity: Exeter-Hampton Cooperative	

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). X Yes <input type="checkbox"/> No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 X Yes <input type="checkbox"/> No.
--	---

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
NH CDFA	CDBG	\$500,000	Sitework in Support of Housing

(Note: Use Additional pages if necessary.)

Part III Interested Parties.

- You must disclose:
- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
 - any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
Fred Kuehler Properties			

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature: X Town Manager	Date: (mm/dd/yyyy) June 18, 2012
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PUBLIC HANDOUT

Public Hearings, June 18, 2012, 7:00pm

Community Development Block Grant funds are available to municipalities through the NH Community Development Finance Authority. Up to \$500,000 annually is available on a competitive basis for economic development, public facility and housing projects and emergency activities that directly benefit low and moderate income persons. Up to \$12,000 is available for feasibility study grants.

The purpose of this Community Development Block Grant funding request is a proposed application to the Community Development Finance Authority for up to \$500,000 in Community Development Block Grant funds. The Town will retain up to \$25,000 for administrative costs. The remaining funds, \$475,000, will be subgranted to FKP, LLC for the construction of at least 32 units of affordable family units at Meeting Place Drive in Exeter, NH, 03833. The CDBG funds will finance a portion of the site development costs.

This project conforms with Exeter's Housing and Community Development Plan's Goal of: GOAL – The Town of Exeter should seek to promote an environment within which each resident can secure adequate affordable housing in safe, healthy and attractive neighborhoods, with good quality water and wastewater systems. (Short and long term goal.)

Residential Antidisplacement and Relocation Assistance Plan

Although this project does not involve any displacement or relocation of persons (or businesses), if the Town were to undertake a CDBG project which involved displacement or relocation they would follow this plan. The plan outlines the measures they would take to find comparable, suitable housing for persons (or businesses) displaced or relocated.

The Exeter-Hampton Cooperative CDBG Project is the upgrading of the water and sewer system within the 52 unit park. The project is currently being designed, with it anticipated to go out to bid in August with a construction start up of September. Final work items to be complete in the Spring of 2013.

June 15, 2012

Board of Selectmen
Town of Exeter

Dear Board of Selectmen:

I would like to thank you for the opportunity to present my request to use the town dock for a small tour boat business.

I believe that my proposed business can benefit our community in a number of ways which include:

1. Provide an exciting opportunity for residents and visitors to enjoy the beauty and serenity of the Squamscott River and Great Bay Estuary.
2. Provide the opportunity for passengers to learn about the history of Exeter and the ecology of the river.
3. Support of the area business's by attracting customers to the Water Street area.
4. Provide a stimulus for revitalization of the river front area behind the Water Street stores.
5. Support for the Exeter Area Chamber of Commerce by my business becoming a member.
6. Provide financial support of the Exeter Historical Society and Sandy Point Discovery center by accepting donations on their behalf.

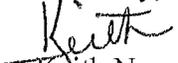
With the approval of the Town Manager I have prepared and submitted a "draft" ordinance revision that would regulate commercial use of the dock.

I have attached some additional information for your review and consideration.

I look forward to meeting with you at your meeting on June 18th to answer any questions you may have.

Thanks again...

Sincerely,


Keith Noyes

Cc: Russ Dean, Town Manager ✓

QUESTIONS AND ANSWERS

1. Allowing this business could “open up a Pandora’s box”. *It is highly unlikely that commercial use of the town dock would become a problem due to excessive use. Any boat traveling the river needs to contend with limitations caused by both high and low tides. Furthermore, the requirement for a dock fee and liability insurance would surely limit the use of the dock for commercial purposes.*
2. Should the town open the dock for commerce? *I believe the answer is yes if the use has a benefit to the community as I believe my proposed use would for the reasons outlined previously. Also, it should be noted that the NH Department of Economic and Resource Development (DRED) allows commercial use of most of their docks and piers for this same purpose.*
3. Would this use be a potential liability for the town? *I suggest the answer is no if the town requires the boat owner to provide insurance as outlined in the draft ordinance.*
4. What about the poor condition of the dock? *I have inspected the dock and agree that it needs some modest repair work. I would be willing to “adopt the dock” and provide free labor to make necessary repairs and provide future maintenance.*
5. Would this use interfere with other boats use of the dock? *Proper boat etiquette includes cooperative sharing use of a dock. Town ordinances limit the use of the dock for loading and unloading of passengers. I can assure other boat owners that I would avoid conflicting use of the dock as I would hope they would as well. There are two sections of the dock which allows two boats to be tied to the dock at any one time.*
6. What of the potential environmental impacts? *There would be none. In fact my proposed tours would include education about the ecology of the Squamscott River and Great Bay Estuary which would help foster more appreciation and respect for these wonderful natural resources.*

PROPOSED OPERATIONS PLAN

1. The name of the business is the "Exeter Ferry Company".
2. The business would include pontoon boat tours of the Squamscott River and Great Bay Estuary.
3. Each tour would be limited to a maximum of 6 paying customers. All boat tours would be in strict accordance to USCG and NH Department of Safety rules and regulations and piloted by a USCG licensed Captain.
4. Initially there would be 3 tours on Saturdays within 3 hours each side of the high tide and 1 sunset tour (tides permitting) on Tuesday and Thursday nights. One of the three Saturday tours would be centered on the high tide mark as a convenience for senior citizens and handicap persons as the dock gangway would be at its most level point.
5. Saturday tours would be approximately 1 ½ hours long traveling to the Great Bay and back. Early morning bird watching tours would be available tide permitting. Tuesday and Thursday sunset tours would be approximately 2 – 3 hours long traveling to Nannies Island and back. Tour times and dates would be adjusted to meet seasonal demand. Private charters may be scheduled by special request.
6. The initial ticket price for Saturday tours would be \$25 for adults and teens 13 and over. Senior citizens, children 12 and younger, veterans, and active military tickets would be \$20. The initial ticket price for sunset tours would be \$35 and \$30 respectively. Passengers may reserve seats and purchase tickets in advance on-line or at the dock on a first come basis.
7. All tours would include educational talks on the history of Exeter and the ecology of the river and Great Bay.
8. Promotional information for area businesses would be available on the boat at the business's request.
9. Arrangements could be made by passengers to be transported to and from the train station by the local taxi service.
10. Passengers may bring their own refreshments and snacks on board. Cold soda from Squamscott Beverages, bottled water, and light snacks would be available for purchase.
11. Donations to the Exeter Historic Society and Sandy Point Discovery Center would be encouraged in lieu of customary "tips" for the Captain.
12. Tours would run from May through October weather permitting.

DRAFT

Recommended changes are in *italics*

CHAPTER 21 DOCKS, PIERS, AND FLOATS

2101.2 No commercial craft shall be secured at any such docking location *without a valid Annual Dock Use Permit issued by the Board of Selectmen in accordance with the following provisions:*

- a) *An annual pier use permit shall be valid for a six month period from May 1 to November 1.*
- b) *Annual pier use permits shall not be transferable.*
- c) *An annual pier permit may only be issued to the owner of the commercial boat.*
- d) *All boats must be piloted by a USCG licensed Captain.*
- e) *The fee for the annual permit shall be \$10.00 per ft. (\$200 minimum)*
- f) *The applicant must provide a certificate of insurance. Required amounts: General Liability/Bodily Injury/Property Damage (combined) \$300,000/\$1,000,000 with personal injury of \$300,000 AND the Town of Exeter listed as an additional insured.*
- g) *No boat larger than 25 feet will be issued a permit.*
- h) *Use of town dock is limited to loading and unloading passengers and no longer than 30 minutes unless due to an emergency with the permission of the Harbor Master.*
- i) *No more than 6 paying passengers are allowed for any single cruise.*
- j) *The Board of Selectmen and/ or the Harbor Master reserves the right to revoke or suspend the Annual Dock Use Permit for misuse and/or abuse of the dock.*

Current Exeter Ordinance

CHAPTER 21 DOCKS, PIERS AND FLOATS

2100 Purpose

This ordinance is designed to regulate the use of piers, floats and any other docking locations within the town of Exeter.

2101 Regulations

The use of piers, floats and any other docking locations at the Exeter Waterfront Park shall be limited and regulated as follows:

- 2101.1 Piers and docks are intended for short term use only (i.e. loading and unloading passengers and equipment). No long term use is authorized.
- 2101.2 No commercial craft shall be secured at any such docking location;
- 2101.3 No pleasure craft in excess of 35 feet in length shall be secured at any such docking location without written permission from the Harbor Master.
- 2101.4 No craft may be "rafted" (secured to another craft) which is secured at any such docking location;
- 2101.5 No craft shall remain secured at the floats in excess of six (6) consecutive hours per docking, after which, at least twenty-four (24) hours shall have elapsed before the craft may be permitted to re-secure except to load or unload;
- 2101.6 No fishing from docks;
- 2101.7 Skiffs and tenders shall not be left at the dock;
- 2101.8 No swimming or diving from docks;
- 2101.9 The Harbor Master may inquire of the person in charge of any craft to be secured to the floats, the intended length of stay and may collect, in advance, the appropriate fee.
- 2101.10 Any person, firm, or corporation who secures a craft or allows a craft under its ownership or control to be secured in violation of the terms of this ordinance, shall be subject to the following:
 - (a) a fine of not more than One Hundred Dollars (\$100) per day;
 - (b) prosecution under the New Hampshire Criminal Code;
- 2101.11 The provisions of this ordinance shall be posted in plain view at the piers and floats at the Waterfront Park.

2103 Traffic

2103.1 State Motor Vehicle Laws Apply

No person in a park shall fail to comply with all applicable provisions of the State Motor Vehicle traffic laws in regard to equipment and operation of vehicles together with such regulations as are contained in this and other Ordinances.

2103.2 Enforcement of Traffic Regulations

No person in a park shall fail to obey all traffic officers and park employees, such persons being hereby authorized and instructed to direct traffic whenever and wherever needed in the parks and on the highways, streets or roads immediately adjacent thereto in accordance with the provisions of these regulations, and such supplementary regulations as may be issued subsequently by the Board.

2103.3 Traffic Signs

No person in a park shall fail to observe carefully all traffic signs indicating speed, direction, caution, stopping or parking, and all others posted for proper control and to safeguard life and property.

2103.4 Speed of Vehicles

No person in a park shall ride or drive a vehicle at a rate of speed exceeding 15 mph except upon such roads as the Board may designate, by posted signs, for speedier travel.

2103.5 Operation Confined to Roads

No person in a park shall drive any vehicle on any area except the park roads or parking areas, or such other areas as may on occasions be so designated.

2103.6 The use of skateboards, rollerblades, roller-skates or other similar devices are prohibited from docks, piers and walkways.

2104 Fees

Docking fees, as relating to this ordinance, will be set by the Board of Selectmen, and so noted in their Fee Schedule (as updated from time to time).

2110 Penalties

A person, firm or corporation violating any provisions of Chapter 21 of this code shall be punished by a fine of not more than one thousand (\$1000) dollars for each offense.

(Passed: 8/22/90 Effective: 8/29/90)

§ 36-2. Title.

This chapter shall be known and cited as the "Dock Ordinance."

**CODE OF THE TOWN OF WOLFEBORO NEW HAMPSHIRE, v7 Updated 09-01-2009
/ PART I ORDINANCES AND BYLAWS / Chapter 36, DOCKS AND WHARVES /
§ 36-3. Purpose.**

§ 36-3. Purpose.

The purpose of this chapter is to promote the orderly, compatible and safe use of docks, wharves and ramps owned and maintained by the Town of Wolfeboro.

**CODE OF THE TOWN OF WOLFEBORO NEW HAMPSHIRE, v7 Updated 09-01-2009
/ PART I ORDINANCES AND BYLAWS / Chapter 36, DOCKS AND WHARVES /
§ 36-4. Definitions.**

§ 36-4. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

TOWN DOCKS -- The docks owned and maintained by the Town of Wolfeboro and located at Dockside, at the Libby Museum in Winter Harbor, at Mast Landing in Crescent Lake and in Back Bay adjacent to the railroad station.

**CODE OF THE TOWN OF WOLFEBORO NEW HAMPSHIRE, v7 Updated 09-01-2009
/ PART I ORDINANCES AND BYLAWS / Chapter 36, DOCKS AND WHARVES /
§ 36-5. Limitations on use of Town docks, wharves and ramps.**

§ 36-5. Limitations on use of Town docks, wharves and ramps.

- A. No commercial vessel, floating dredge or barge is to use the Town docks or to anchor within 100 yards from said Town docks, unless the operator thereof first obtains a written permit from the Board of Selectmen. See Subsections O and P and § 36-7 or as otherwise provided for in this chapter. [Amended 3-7-2001]
- B. No motor vehicles, construction equipment, skateboards, bicycles, scooters, roller blades or the like shall be permitted on the Town docks. No permit is required to launch or haul out

pleasure boats at launching ramps.

- C. No equipment, supplies or material shall be stored or parked on the Town docks, wharves or parking areas adjacent thereto unless a written permit is first obtained from the Board of Selectmen, except that no permit shall be necessary when said equipment, supplies or material is placed for the purpose of immediate loading onto or unloading from a vessel.
- D. No vessels shall be docked in that area reserved for the vessel utilized by the contractor delivering United States Mail by water and the Town Fire Boat.
- E. No vessels or watercraft shall impede the path of the M.S. Mount Washington or the area directly in the rear of her stern. [Amended 6-3-1998]
- F. A commercial vessel landing permit issued by the Board of Selectmen pursuant to §§ 36-50, 36-5P and 36-7 must be obtained prior to use of the commercial dock space (Dock A and Dock B) at Dockside as shown on the plan approved by the state for construction in 1994. All other docks shall be recreational except as provided by ordinance. [Amended 6-3-1998]
- G. No vessels shall dock in the slip closest to any public launching ramp except that docking for a period not to exceed 10 minutes shall be allowed for purposes of loading and unloading only.
- H. The area on the opposite side of the dock where the fire boat is located shall be designated as an area for loading and unloading of passengers; provided, however, that potential loading would not exceed 10 minutes.
- I. No person shall be allowed to swim or bathe in the area of the Town docks or to dive off the Town docks.
- J. Obstructing navigation. No vessel shall obstruct navigation in the Smith River. No vessel shall be docked at the wall on the southeasterly side of Smith River extending from the bridge on Main Street to the cluster at the northwesterly end of the commercial dock.
- K. Boat trailer parking.
 - (1) Boat trailer parking is limited to the Glendon Street Parking Lot at the end of Glendon Street and the Mast Landing parking area. There will be a penalty of \$15 for each boat trailer parked on Town roads or streets with an additional penalty of \$15 if the trailer is attached to the towing vehicle.
 - (2) Exceptions. A motor vehicle with a boat trailer may park temporarily for a maximum of 1/4 of an hour in any public parking space.
- L. Time limits on docking. Except as set forth below, docking of boats at all Town docks is

limited to four hours between the hours of 6:00 a.m. and 6:00 p.m. No docking of boats at said docks is permitted between 1:00 a.m. and 6:00 a.m.

M. Island resident parking.

- (1) The dock closest to the Main Street bridge in Back Bay and the outermost side of both docks at Mast Landing are restricted to boats displaying an island resident boat parking sticker. Boats displaying the island resident boat parking stickers are not subject to the four-hour limit set forth above when parked at these designated locations.
- (2) Island resident boat parking shall be permitted at the easterly most public dock at the public dock complex at dockside during periods of high water and low water when passage under the Smith River Bridge restricts passage; and further limited to the time frame between ice out and the day before Memorial Day weekend and from the day after Labor Day to the end of the fall boating season. [Added 3-7-2001]

N. Marinas. No overnight occupancy of boats docked or moored at a marina shall be permitted unless adequate toilet facilities, as approved by the Wolfeboro Health Officer, are available at the marina.

O. Commercial use. With the exception of the ramp and dock at the Libby Museum, there shall be no docking, loading or unloading of commercial barges at any dock, wharf, landing or right-of-way owned by or under the control of the Town of Wolfeboro. Commercial use of the dock and ramp at the Libby Museum shall be allowed by permit only, subject to the following conditions:

- (1) Hours of commercial use shall be from 7:00 a.m. to 7:00 p.m., Monday through Friday, and from 7:00 a.m. to 1:00 p.m. on Saturday, limited to two hours for loading and unloading.
- (2) No overnight docking shall be permitted.
- (3) Storage of materials is prohibited at all sites, including the Libby Museum.
- (4) Parking of construction vehicles is prohibited in the parking lots in front of and at the rear of the Libby Museum.
- (5) A flagman wearing a fluorescent vest shall be in attendance to direct traffic.
- (6) The fee for each permit issued pursuant to this section shall be \$25.
- (7) A bond, letter of credit, bank check or cash in the amount of \$1,500 in favor of the Town of Wolfeboro shall be posted prior to the issuance of a permit to cover the cost to repair any damages resulting from the commercial use pursuant to this section.

- P. Carrying passengers for hire. Any vessel engaged in the carrying of passengers for hire must obtain a commercial vessel landing permit from the Wolfeboro Board of Selectmen prior to docking at the Town docks. At Dockside, all vessels engaged in the carrying of passengers for hire must use the commercial dock slip, except as otherwise provided.
- Q. No boats, as defined in RSA 270:2, shall be docked in that area of the Town Docks designed as accessible docking (handicap docking), unless such boat displays a windshield placard issued under RSA 261:88 or displays the international symbol of access. Docking spaces designed as accessible (handicap) shall be marked in accordance with the provisions of RSA 265:73-a by affixing signs to posts, docks or other areas so as to be clearly visible to anyone approaching the area by boat. [Added 6-11-2008]
- (1) The accessible (handicap) docking area shall be utilized only if a person with a disability is being transported in or is operating a boat to or from the docking area.
 - (2) The same time limit restrictions will apply to accessible (handicap) spaces as stated in Subsection L above.
 - (3) Any person convicted under this subsection shall be fined not less than \$250.

**CODE OF THE TOWN OF WOLFEBORO NEW HAMPSHIRE, v7 Updated 09-01-2009
/ PART I ORDINANCES AND BYLAWS / Chapter 36, DOCKS AND WHARVES /
§ 36-6. Boat parking sticker.**

§ 36-6. Boat parking sticker.

The Board of Selectmen will issue a boat parking sticker to island residents, one per household, upon application and proof of island residency. Said sticker shall be affixed to the windshield, or, in the case of a boat which does not have a windshield, placed in a readily visible location.

**CODE OF THE TOWN OF WOLFEBORO NEW HAMPSHIRE, v7 Updated 09-01-2009
/ PART I ORDINANCES AND BYLAWS / Chapter 36, DOCKS AND WHARVES /
§ 36-7. Commercial vessel landing permit regulations and fees.**

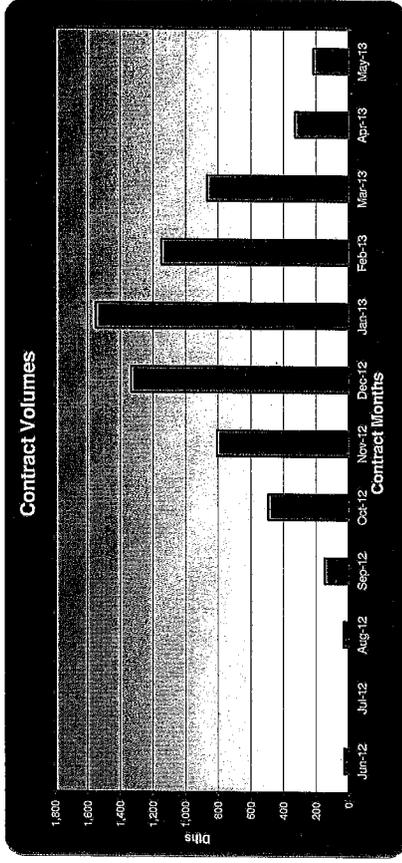
§ 36-7. Commercial vessel landing permit regulations and fees.

- A. Except as provided in § 36-5O, all vessels using the Town docks for commerce of any kind must obtain a commercial vessel landing permit (CVLP) from the Board of Selectmen.
- B. The CVLP shall be valid under such conditions as determined by the Board of Selectmen.

**RFP Proposal
Town of Exeter**

5/7/12 11:19 AM

UNITS:	Dths
TCQ:	86



CONTRACT MTHS	DAYS	CONTRACTED VOL/DAY	CONTRACTED VOL/MTH
Jun-12	30	1	30
Jul-12	31	0	0
Aug-12	31	1	31
Sep-12	30	5	150
Oct-12	31	16	496
Nov-12	30	27	810
Dec-12	31	43	1,333
Jan-13	31	50	1,550
Feb-13	28	41	1,148
Mar-13	31	28	868
Apr-13	30	11	330
May-13	31	7	217
Annual Volume			6,963

OFFERS:

MONTHS	TERM	SERVICE	VOLUME	PRODUCT	BASIS	FIXED
12	May-13	Primary Firm - Full Requirements	6,963	Daily Balanced 0% Tolerance	\$6.98	\$10.26

Notes:

- Load profile based on provided volumes
- Pricing based on payment terms of:
- Consultant fee is included in the pricing

30 Days

Credit:

-Credit Not Run

Term
12

Daily 10%
\$0.07

Add Below /unit Price(s) to Include Swing Tolerance

Prices shown are based on current market conditions and may be revised at any time prior to deal execution. Start date shown is subject to LDC enrollment timelines and other procedural requirements. Initiation of service is subject to satisfactory creditworthiness evaluation.

- Market Based Cashouts

Utility Account Number(s):

NUNH-GSGT-NDM-LLF

Unit(s) (NH)

GST

NDM

LLF

- 4120643-4041212
- 4119183-4040678
- 4008471-4040142
- 4102507-4034232
- 4091999-4030134
- 4008471-4025342
- 4060723-4018808
- 4069727-4022194
- 4067775-40493574
- 4008471-4037110
- 4109301-4036954
- 4102505-4034230
- 4046301-4014150
- 4060723-4062690
- 4156993-4055522
- 4154265-4054506

Seller: Sprague Operating Resources LLC Two International Drive Suite 200 Portsmouth, NH 03801 Account Manager: Kevin Piotrowski		Buyer: Town of Exeter 13 Newfields Rd. Exeter, NH 03833 Federal Tax ID Number:	
Attention: Contract Administration Department Phone: (603) 430-5338 Fax: (603) 430-5320		Attention: Russell Dean Phone: (603)778-0591 Fax: (603)772-4709	
Remit Payments To: Sprague Operating Resources LLC PO Box 842985 Boston, MA 02284-2985		Send Invoices To: 13 Newfields Rd. Exeter, NH 03833 Attn: Accounts Payable	
Governing Law: New Hampshire		Service Location(s): See attached	
Initial Term: 6/1/2012 to 5/31/2013		Delivery Point: Northern Utilities New Hampshire City Gate - Non-daily Metered Pool	
Quantity: Buyer's full requirements for natural gas service at the Service Location(s).			
Price: The Contract Price shall be US\$1.0260 per Therm. The Contract Price shall be applicable to the Monthly Contract Quantities shown in Exhibit A. In the event that Buyer's usage on any day is greater or less than that day's ratable share of the Monthly Contract Quantity, Sprague shall charge or credit Buyer a market-based price for the difference.			
Additional Provisions: Buyer understands and agrees that Sprague may pay a fee to Freedom Logistics LLC with regard to this Transaction Confirmation			
Emergency Contact Information: In the event of a natural gas emergency, Buyer should contact their local gas utility at (800) 842-6847 . Buyer may contact Sprague at 1-800-225-1560 , Monday through Friday between 8:00 AM and 5:00 PM Eastern Time. For additional information, customers may also contact their state regulatory agency.		New Hampshire Public Utilities Commission 21 S. Fruit St., Suite 10, Concord, NH 03301 (603) 271-2431 http://www.puc.state.nh.us/	
This Agreement shall be subject to the attached Natural Gas Sales Terms and Conditions and may be executed in multiple counterparts. The parties may rely upon facsimile or electronically-produced counterparts and signatures of this Agreement as if originals. This Agreement shall not become effective unless accepted by Sprague. Buyer hereby authorizes its local distribution company ("LDC") to provide Sprague with all information regarding Buyer's gas requirements and that which is necessary for Sprague to perform its obligations hereunder. Buyer further authorizes Sprague to act as its agent in dealing with the LDC.			
SEEN AND AGREED: Sprague Operating Resources LLC Signature: _____ Print Name: <u>Mark Roberts</u> Title: <u>Managing Director - Natural Gas Sales and Marketing</u> Date: _____		SEEN AND AGREED: Town of Exeter Signature: _____ Print Name: _____ Title: _____ Date: _____	

Natural Gas Sales Terms and Conditions

1. **Delivery and Damages.** Natural gas ("Gas") is sold hereunder on a firm basis, meaning that either party may interrupt its performance without liability only when Force Majeure applies under Section 9. For any day that Sprague fails to deliver Gas or Buyer fails to receive Gas, the performing party shall be entitled to damages from the other party equal to the cost of cover plus any transportation and/or imbalance charges or \$0.09 per therm multiplied by the number of therms which should have been received or delivered that day, whichever is greater.

2. **Term.** The initial term shall commence as of the first date of service, which will occur in accordance with the LDC's tariff, rules and regulations. Upon the conclusion of the initial term, this Agreement shall automatically renew on a month-to-month basis at a rate equal to an index price plus applicable transportation fees and \$0.09 per therm until terminated by either party giving at least Thirty (30) days' prior written notice to the other party; provided, however, that Buyer shall remain liable for Gas supplied by Sprague pursuant to the terms of this Agreement until such service can be terminated in accordance with the LDC's tariff, rules and regulations.

3. **Termination Event.** Sprague may terminate this Agreement upon 15-days' written notice to Buyer (and subject to the LDC's tariff, rules and regulations) if the Buyer a) commences a proceeding under any bankruptcy or similar law for the protection of its creditors or such proceeding is commenced against Buyer; b) otherwise becomes bankrupt or insolvent (however evidenced); or c) fails to pay Sprague's invoice when due. Upon termination, Buyer shall pay Sprague the cost of cover plus any transportation and/or imbalance charges or \$0.09 per therm multiplied by the number of therms in the remaining term, whichever is greater. Buyer shall be liable for all costs and reasonable attorney fees incurred by Sprague in collecting overdue payment from Buyer.

4. **Transportation, Nominations and Scheduling.** Sprague will deliver Gas in compliance with the applicable tariff's quality and measurement specifications and transport it to the delivery point(s), at which title shall pass to Buyer and Buyer will be responsible for transporting the Gas from such delivery point. Sprague expressly disclaims all other warranties of quality or fitness for a particular purpose. Buyer shall be responsible for all imbalance charges, penalties or other fees except those resulting from Sprague's failure to reasonably nominate and schedule Gas for Buyer. Upon request, Buyer shall provide to Sprague copies of Buyer's LDC statements, reports or meter readings.

5. **Operational Change.** Buyer shall immediately notify Sprague of any event that may materially alter Buyer's Gas usage, i.e. equipment installations, repairs, shutdowns, or production schedule changes. Buyer shall also immediately notify Sprague of, and fully comply with, all curtailment or interruption orders or similar notices.

6. **Taxes.** Sprague shall pay all taxes (including but not limited to sales, use, distribution, excise, or gross receipts), fees, levies, penalties, licenses or charges imposed, whether now or in the future, by any government authority ("Taxes") on or with respect to the Gas prior to the delivery point(s). Buyer shall pay all Taxes, whether stated separately or as part of the price, on or with respect to the Gas at and after the delivery point(s). Any party entitled to an exemption from any Taxes must furnish the other party with supporting documentation.

7. **Billing and Payment.** Sprague shall monthly invoice Buyer for delivered Gas based upon the best available information, including nominated volumes. Buyer shall make full payment within Thirty (30) days of the invoice date, and Sprague shall make any necessary adjustment in the invoice following discovery of the actual quantities. If the Buyer's LDC billing cycle is not based on a calendar month, Sprague shall establish a single price for the billing cycle on the closing date based on the applicable monthly prices. Sprague may charge Buyer an interest rate of one and a half percent (1½%)

monthly or the maximum legal rate, if lower, on any late payment. The LDC's meter reading shall control for the purpose of determining an invoice's accuracy, and the Buyer shall not dispute an invoice based on a meter reading absent documentation from the LDC, verifying an error in the meter reading and setting forth the accurate meter reading.

8. **Credit.** Buyer agrees to provide its financial information as Sprague reasonably requests from time to time for the purpose of assessing and monitoring Buyer's financial condition.

9. **Force Majeure.** Except for a party's payment obligation, neither party shall be liable to the other for failure to perform an obligation to the extent caused by Force Majeure, meaning acts of God, fires, floods, explosions, storms, or storm warnings, breakage of machinery or pipelines, freezing of wells or pipelines, sudden failure of gas supply, failure or curtailment of transportation, strikes, lockouts or other industrial disturbances, acts of terrorism or war, or any other non-financial cause outside the control of the party claiming Force Majeure. If the party claiming Force Majeure promptly notifies the other party in writing as soon as reasonably possible, such party is relieved of its obligation to deliver or receive Gas from the onset of the Force Majeure event through its duration. Sprague may prorate its available supply at an affected delivery point based on nominated volumes among Sprague's firm customers receiving Gas at such delivery point.

10. **Tariffs, Laws and Regulations.** This Agreement shall be subject to all local, state and federal laws and regulations and any applicable order of a governmental body or official. Each party shall indemnify, defend and hold harmless the other party from any fines, penalties, assessments or liabilities imposed by any governmental authority relating to the failure of such party to comply with any applicable law, regulation or order. In the event any law, regulation or order of any governmental authority adversely and materially impacts Sprague's ability to perform, Sprague may, either attempt to renegotiate the terms of this Agreement at any time or terminate this Agreement without penalty, upon sixty (60) days' written notice. In the event of an approved change to a transporter tariff and/or utility capacity assignment resulting in a related rate increase, the contract price set forth in this Transaction Confirmation may be adjusted accordingly.

11. **Waiver and Severability.** No party's waiver of any breach of performance shall be deemed a waiver of any subsequent breach. Should a court of competent jurisdiction hold any provision herein invalid, illegal or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

12. **Integration and Assignability.** This Agreement contains the parties' entire understanding and supersedes any prior agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns and may only be modified by written agreement between the parties. Buyer shall not assign this Agreement without Sprague's consent.

13. **Confidentiality.** Buyer shall not disclose the terms stated herein, including price, without Sprague's consent.

14. **Limitations.** Neither party shall be liable for specific performance, consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages.

15. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state identified on the first page. The parties hereby waive any right to a jury trial.

Natural Gas Sales Agreement – Exhibit A

Volumes: Buyer's Monthly Contract Quantities (stated in therms) during the Initial Term and any subsequent term shall be as follows:

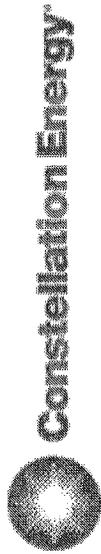
Jan. 15,500	Feb. 11,480	Mar. 8,680	Apr. 3,300	May. 2,170	Jun. 300
Jul. 0	Aug. 310	Sep. 1,500	Oct. 4,960	Nov. 8,100	Dec. 13,330

Service Locations

Service Address	Utility Account Number	Utility Meter Number	Location Description	Capacity Assignment Quantity
13 Newfields Rd Exeter, NH 03833	4008471-4025342	K47739		1.000
13 Newfields Rd Exeter, NH 03833	4008471-4037110	J32496		5.000
13 Newfields Rd Exeter, NH 03833	4008471-4040142	J66612		15.000
109 Portsmouth Ave Exeter, NH 03883	4046301-4014150	J44687		10.000
13 Newfields Rd Exeter, NH 03833	4060723-4018808	H82231		0.000
13 Newfields Rd Exeter, NH 03883	4060723-4062690	R00131		8.000
87 Epping Rd Exeter, NH 03833	4067775-4043574	H53234		1.000
30 Court St Exeter, NH 03833	4069727-4022194	U07923		3.000
10 Front St Exeter, NH 03833	4091999-4030134	J20442		8.000
9 Front St Exeter, NH 03883	4102505-4034230	H59511		12.000
32 Court St Exeter, NH 03833	4102507-4034232	H59203		4.000
109 Portsmouth Ave Exeter, NH 03883	4109301-4036954	H99407		4.000
32 Court St Exeter, NH 03833	4119183-4040678	H41153		1.000
279 Water St Exeter, NH 03833	4120643-4041212	E52578		2.000
20 Court St Exeter, NH 03883	4154265-4054506	H86848		12.000
99 Court St Exeter, NH 03883	4156993-4055522	N88313		0.000

Proposal For: Exeter (NH), Town of
 Proposal Date: 06/07/2012
 Utility: UES
 Zone: NEWHAMPSHIRE

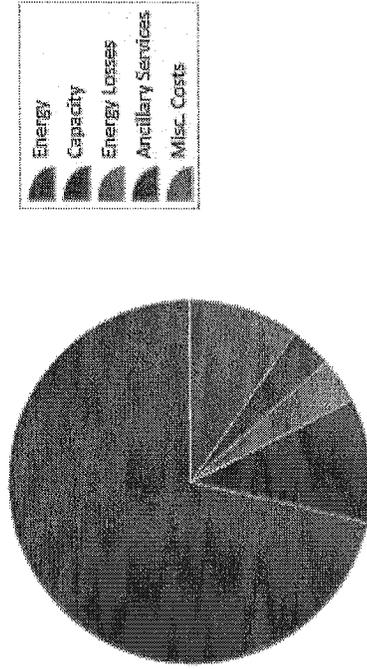
Contact: Adrienne Stark
 Direct Line: 617-717-7911 Cell Phone:
 Email: Adrienne.Stark@constellation.com



FIXED PRICE SOLUTIONS

Months	12	19	31	43
Quote ID	1-T3JMM6	1-T3JMN9	1-T3JMOM	1-T3JMPF
Start Date	05/16/2013	05/16/2013	05/16/2013	05/16/2013
End Date	05/20/2014	12/18/2014	12/18/2015	12/15/2016
NTOU Price	0.063462	0.063414	0.065446	0.066606
Term kWh	2,882,584	4,615,795	7,490,558	10,348,376
Average Monthly kWh	240,215	242,937	241,631	240,660
Covered Bandwidth %	100	100	100	100
Green Energy %	10	10	10	10
Number of Accounts	6	6	6	6

Cost Component Breakdown

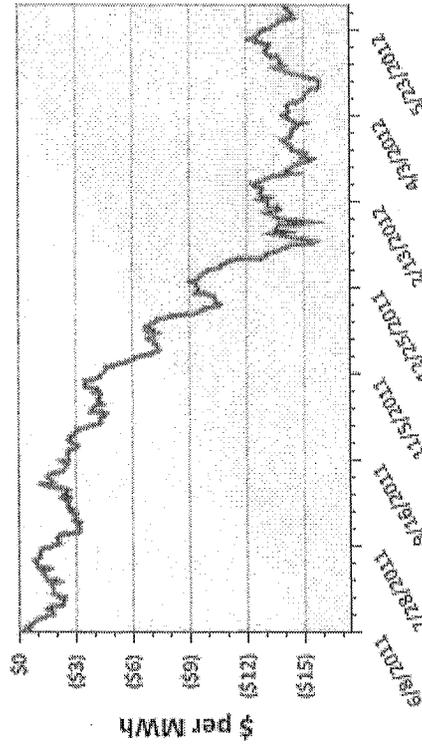


This includes, without limitations and to the extent applicable, credit costs, renewable portfolio standards at levels required by currently applicable law, transmission enhancements, and fixed credits for auction revenue rights and transmission loss credits.

Estimates of Pass Through Charges and Estimated Spend

Fixed in Price:	Energy, Ancillary Services, Capacity, Line Losses, Broker Fee	n/a	19	31	43
Pass-Through Charges:					
Months		12	19	31	43
Fixed in Price		0.063462	0.063414	0.065446	0.066606
Pass-through Estimates		0.000000	0.000000	0.000000	0.000000
Est. Total Unit Charges		0.063462	0.063414	0.065447	0.066610
Est. Total Expense		182,935	292,708	490,235	689,302
Average Monthly Expense		15,245	15,406	15,814	16,030

ISONE NEWHAMPSHIRE RTC Power Price Trend



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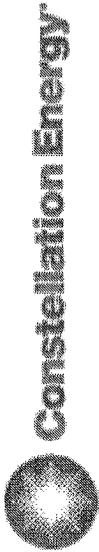


Proposal For: Exeter (NH), Town of
 Proposal Date: 06/07/2012
 Utility: UES
 Zone: NEWHAMPSHIRE
 Contact: Adrienne Stark
 Direct Line: 617-717-7911 Cell Phone:
 Email: Adrienne.Stark@constellation.com

Product and Fixed / Pass-Through Charges Quote Id: J-T3JMM6 Months: 12
 FIXED PRICE SOLUTIONS
 Fixed in Price: Energy, Ancillary Services, Capacity, Line Losses, Broker Fee
 Pass-Through Charges: n/a

Account #	Service Address	Power Flow Start Date	Power Flow End Date	Utility	Zone	Rate Class	Annual kWh	Peak Demand	Price
20555752097532	21 Webster Ave Pump Station Exeter, NH 03833	05/16/2013	05/16/2014	UES	NEWHAMP SHIRE	G2	108,923	23	0.063462
20665672064532	279 Water St Main Station Exeter, NH 03833	05/20/2013	05/20/2014	UES	NEWHAMP SHIRE	G2	216,134	45	0.063462
20551032053140	109 Portsmouth Ave Water Plant Exeter, NH 03833	05/16/2013	05/16/2014	UES	NEWHAMP SHIRE	G2	760,237	163	0.063462
20583372056398	20 Court St Publ Cplx Exeter, NH 03833	05/16/2013	05/16/2014	UES	NEWHAMP SHIRE	G2	292,500	60	0.063462
20664492064414	13 Newfields Rd Sewer Plant Exeter, NH 03833	05/20/2013	05/20/2014	UES	NEWHAMP SHIRE	G1	1,186,149	188	0.063462
20814072083880	Street Lighting Master, 13 Newfields Rd Exeter, NH 03833	05/16/2013	05/16/2014	UES	NEWHAMP SHIRE	G2	308,074	65	0.063462
Totals							2,872,017	544	0.063462

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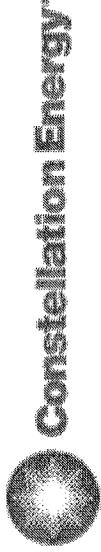
Proposal For: Exeter (NH), Town of
 Proposal Date: 06/07/2012
 Utility: UES
 Zone: NEWHAMPSHIRE
 Contact: Adrienne Stark
 Direct Line: 617-717-7911 Cell Phone:
 Email: Adrienne.Stark@constellation.com

Product and Fixed / Pass-Through Charges Quote Id: 1-T31MN9 Months: 19
 FIXED PRICE SOLUTIONS
 Fixed In Price: Energy, Ancillary Services, Capacity, Line Losses, Broker Fee
 Pass-Through Charges: n/a

Account #	Service Address	Power Flow Start Date	Power Flow End Date	Utility	Zone	Rate Class	Annual kWh	Peak Demand	Price
20555752097532	21 Webster Ave Pump Station Exeter, NH 03833	05/16/2013	12/16/2014	UES	NEWHAMPSHIRE	G2	108,923	23	0.063414
20665672064532	279 Water St Main Station Exeter, NH 03833	05/20/2013	12/18/2014	UES	NEWHAMPSHIRE	G2	216,134	45	0.063414
20551032053140	109 Portsmouth Ave Water Plant Exeter, NH 03833	05/16/2013	12/16/2014	UES	NEWHAMPSHIRE	G2	760,237	163	0.063414
20583372056398	20 Court St Publ Cplx Exeter, NH 03833	05/16/2013	12/16/2014	UES	NEWHAMPSHIRE	G2	292,500	60	0.063414
20664492064414	13 Newfields Rd Sewer Plant Exeter, NH 03833	05/20/2013	12/18/2014	UES	NEWHAMPSHIRE	G1	1,186,149	188	0.063414
20814072083880	Street Lighting Master, 13 Newfields Rd Exeter, NH 03833	05/16/2013	12/16/2014	UES	NEWHAMPSHIRE	G2	308,074	65	0.063414
Totals							2,872,017	544	0.063414

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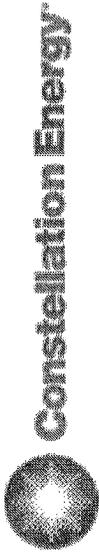


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Proposal Date: 06/07/2012
Utility: UES
Zone: NEWHAMPSHIRE
Contact: Adrienne Stark
Direct Line: 617-717-7911
Cell Phone:
Email: Adrienne.Stark@constellation.com

Product and Fixed / Pass-Through Charges: Quote Id: 1-T31MOM Months: 31
FIXED PRICE SOLUTIONS
Fixed In-Prices: Energy, Ancillary Services, Capacity, Line Losses, Broker Fee
Pass-Through Charges: n/a

Account #	Service Address	Power Flow Start Date	Power Flow End Date	Utility	Zone	Rate Class	Annual kWh	Peak Demand	Price
20555752097532	21 Webster Ave Pump Station Exeter, NH 03833	05/16/2013	12/16/2015	UES	NEWHAMP SHIRE	G2	108,923	23	0.065446
20665672064532	279 Water St Main Station Exeter, NH 03833	05/20/2013	12/18/2015	UES	NEWHAMP SHIRE	G2	216,134	45	0.065446
20551032053140	109 Portsmouth Ave Water Plant Exeter, NH 03833	05/16/2013	12/16/2015	UES	NEWHAMP SHIRE	G2	760,237	163	0.065446
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Proposal For: Exeter (NH), Town of
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 Utility: UES
 Zone: NEWHAMPSHIRE
 Contact: Adrienne Stark
 Direct Line: 617-717-7911 Cell Phone:
 Email: Adrienne.Stark@constellation.com

Product and Fixed / Pass-Through Charges Quote Id: 1-T3JMPF Months: 43
FIXED PRICE SOLUTIONS
 Fixed In Price: Energy, Ancillary Services, Capacity, Line Losses, Broker Fee
 Pass-Through Charges: n/a

Account #	Service Address	Power Flow Start Date	Power Flow End Date	Utility	Zone	Rate Class	Annual kWh	Peak Demand	Price
20555752097532	21 Webster Ave Pump Station Exeter, NH 03833	05/16/2013	12/13/2016	UES	NEWHAMPSHIRE	G2	108,923	23	0.066606
20665672064532	279 Water St Main Station Exeter, NH 03833	05/20/2013	12/15/2016	UES	NEWHAMPSHIRE	G2	216,134	45	0.066606
20551032053140	109 Portsmouth Ave Water Plant Exeter, NH 03833	05/16/2013	12/13/2016	UES	NEWHAMPSHIRE	G2	760,237	163	0.066606
20583372056398	20 Court St Publ Cplx Exeter, NH 03833	05/16/2013	12/13/2016	UES	NEWHAMPSHIRE	G2	292,500	60	0.066606
20664492064414	13 Newfields Rd Sewer Plant Exeter, NH 03833	05/20/2013	12/15/2016	UES	NEWHAMPSHIRE	G1	1,186,149	188	0.066606
20814072083880	Street Lighting Master, 13 Newfields Rd Exeter, NH 03833	05/16/2013	12/13/2016	UES	NEWHAMPSHIRE	G2	308,074	65	0.066606
Totals							2,872,017	544	0.066606

The information contained herein is Confidential, including any pricing, is for informational purposes only, can be changed at any time in Constellation NewEnergy, Inc.'s discretion, and is not a binding offer to provide electricity and related services. A binding and enforceable agreement shall only exist between the parties if authorized representatives of both parties sign and deliver a written contract on mutually acceptable terms, and nothing herein shall be deemed to require that Constellation NewEnergy, Inc. enter into any such agreement. Total Estimate of Charges From Constellation NewEnergy, Inc. are provided as estimates only, are indicative and are exclusive of utility charges. Utility Charges are defined and set by the utility.
 This report shall not be reproduced (in whole or in part) to any other person without the prior written approval of Constellation NewEnergy, Inc. © 2011. Constellation Energy Group, Inc. The materials provided and any offerings described herein are those of Constellation NewEnergy, Inc. a subsidiary of Constellation Energy Group, Inc. Brand names and product names are trademarks or service marks of their respective holders. All rights reserved. Errors and omissions excepted.



Russ Dean <rdean@town.exeter.nh.us>

RE:a couple things

Sean Devine <Sean.Devine@felpower.com>

Wed, Jun 13, 2012 at 11:48 AM

To: rdean@town.exeter.nh.us
Cc: president@exeterarea.org

Hi Russ,

Wanted to follow up asap with the nice note Mike passed on to me.

We certainly have held the pricing as the market has slightly dropped in our favor.

I have refreshed pricing and based on current futures pricing for a 12 month quote I was able to get you down to \$10.11 / dth

I am very much looking forward to working with you and the town for your energy needs and I hope the \$.25 reduction will be well received.

That's an additional \$1740.75 in savings from the last quoted proposal.

Feel free to communicate via email with any questions or comments at all, and certainly let me know when you'd like me to send executable contracts.

All of my best,

-Sean

Sean M. Devine

Freedom Energy Logistics

816 Elm Street, Suite 364

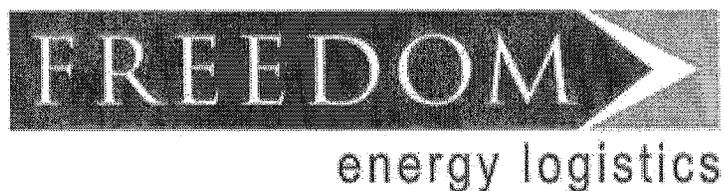
Manchester, NH 03101

P: 603 625 2244

F: 603 625 8448

Sean.Devine@felpower.com

www.FELpower.com



From: Mike Schidlovsky [mailto:mike@exeterarea.org]

Sent: Wednesday, June 13, 2012 10:20 AM

To: Sean Devine

Subject: FW:a couple things

Sean, sorry that I have been a bit elusive. Lots going on.

Please read below from Russ. "BOS" stands for Board of Selectmen. Sounds like things are moving along and that you should be able to follow up directly with Russ.

Call me when u get a chance to talk briefly.

Thanks,

Michael Schidlovsky

**TOWN OF EXETER
MEMORANDUM**

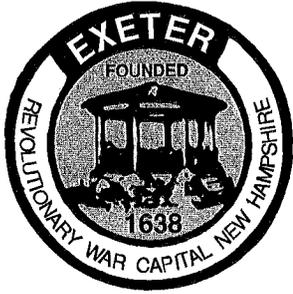
TO: Board of Selectmen
FROM: Russell Dean, Town Manager 
RE: Town Treasurer Vacancy
DATE: June 15, 2012

To date, we have had three applicants for the position of Town Treasurer. One applicant needed to withdraw as they were a Treasurer in another municipality (although living here in Exeter). The other two candidates have been in to discuss the position with myself, the Finance Department, and the current Treasurer.

The candidates under consideration are Sue Dillon, who currently performs similar duties for the SAU16, and Allen Corey, a CPA and member of the Town's Budget Advisory Committee. We are in sincere appreciation of both individuals for stepping forward and offering to fill this position until the next election.

As you know the position appointment is for an interim period leading up to the next town election.

We will be further prepared to discuss with the Board on Monday evening. It is important a decision be made as soon as possible due to the changeover in the Treasurer office occurring on June 30th. The Finance Department will need time to switch over the information on the Town's bank accounts to accommodate the new treasurer.



TOWN OF EXETER

10 FRONT STREET EXETER, NH 03833-2792 (603) 778-0591

www.exeternh.org

June 12, 2012

TO: Board of Selectmen
Russ Dean, Town Manager

FROM: Mike Favreau

RE: Pool Bid - Northern Pool

I have examined the bid from Northern Pool and spoke with them extensively. They have done a very similar job for UNH (only larger). I am recommending that we go with them for the needed filter replacement. I have enclosed a copy of the proposal and would like to go with following:

- Option B: replacing the filter with two Neptune Benson Horizontal filters.
- #2: replace the existing pump to allow for a 6 hour turnover of the water.
- #3: fix broken suction line.

The total for this is \$49,633.00 and does not include the cost of cutting a hole in the roof and repairing to remove the old filter or the electrical hookup. These would be contracted by Parks and Recreation. We will be using available Recreation Impact Fees and Revolving Fund monies.

PARKS AND RECREATION DEPARTMENT

32 COURT STREET, EXETER, NH 03833

Tel (603) 778-0591, ext 151 Fax (603) 773-6152



Russ Dean <rdean@town.exeter.nh.us>

Night Work - High Street

Paul Vlasich <pvlasich@town.exeter.nh.us>

Fri, Jun 15, 2012 at 3:38 PM

To: Russ Dean <rdean@town.exeter.nh.us>

Cc: Jennifer Perry <jperry@town.exeter.nh.us>, Jay Perkins <jperkins@town.exeter.nh.us>, Michael Jeffers <mjeffers@town.exeter.nh.us>

Russ:

The Jady Hill project needs to make two watermain connections on High Street.

One at Pleasant St and the other at Hall Ct.

Jay and I thought that with traffic considerations, doing this at night is the best option.

The contractor would like to do both of these connections at the same time.

The tentative schedule for this would be this coming Thursday night starting after 10pm.

Traffic will be single lane with police details at both ends, allowing opposing traffic to travel under their direction.

Of course, appropriate signage and approvals will be obtained.

Do we have permission to perform this work at night?

Thanks,

Paul

Paul Vlasich, PE

Town Engineer

13 Newfields Rd

Exeter, NH 03833

(603)773-6157



Sheri Riffle <sriffle@town.exeter.nh.us>

Mobil Easement - BOS June 18th meeting

1 message

Kristen Murphy <kmurphy@town.exeter.nh.us>
To: Sheri Riffle <sriffle@town.exeter.nh.us>

Wed, Jun 13, 2012 at 9:40 AM

Sheri,

This morning I dropped off another version of the Mobil on the Run Conservation Easement for 191 Epping Road. BOS members may recall signing a previous version of this about a month ago. Unfortunately the owners put an incorrect name (their old company name) as the owner. When Janet was processing the easement in Vision, she noticed that the owner listed in the easement did not match that of the tax cards so here we are. Back to the drawing board--Mobil re-submitted this version with their CURRENT owner name. No other terms of the easement have changed. If BOS members could sign this version we will be able to make the correction at the registry.

If there are any questions, I would be happy to help.

Kristen

THIS IS A NON-CONTRACTUAL CONVEYANCE
PURSUANT TO NEW HAMPSHIRE RSA 78-B:2
AND IS EXEMPT FROM THE NEW HAMPSHIRE
REAL ESTATE TRANSFER TAX.

CONSERVATION EASEMENT DEED

GLOBAL MONTELLO GROUP CORP., a Delaware corporation with a place of business at 800 South Street, Waltham, Massachusetts 02454 (hereinafter referred to as the "Grantor" which word where the context requires includes the plural and shall, unless the context clearly indicated otherwise, include the Grantor's successors, and assigns), for consideration paid, with **QUITCLAIM** covenants grants in perpetuity to the **TOWN of EXETER**, a municipal corporation situated in Rockingham County, State of New Hampshire, acting through its Conservation Commission pursuant to RSA 36-A:4, of 10 Front Street, Exeter, NH 03833, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns), the conservation easement (herein referred to as the "Easement") hereinafter described with respect to that certain parcel of land (herin after referred to as the "Property"), being 7.96 acres of unimproved land situated in the Town of Exeter, County of Rockingham, State of New Hampshire, shown as "PROPOSED CONSERVATION EASEMENT" on the plan entitled "PLAN OF LAND, S/S #01-THA, MAP 40 LOT 11, 191 Epping Road – Route 27, Exeter, New Hampshire 03833" prepared by MHF Design Consultants, Inc., dated April 4, 2012 to be recorded at the Rockingham Registry of Deeds D-37224 (the "Plan"), more particularly bounded and described in **Appendix "A"** attached hereto and made a part hereof.

I. PURPOSES.

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes: the preservation of and conservation of open spaces and forest land for the scenic enjoyment of the general public, to be managed in accordance with the following principles, the protection of scenic quality and the protection of wildlife habitat. This purpose is consistent with New Hampshire RSA 79-A, which states: "It is hereby declared to be in the public interest to encourage the preservation of open spaces in the state by providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, and wildlife resources".

II. USE LIMITATIONS.

The Easement hereby granted with respect to the Property is as follows:

A. The property shall be maintained in perpetuity in its natural condition without there being conducted thereon any industrial, commercial, mechanized vehicular, fishing, trapping or hunting activities, except for the installation, use, maintenance, repair and replacement (either in the current planned location, as shown on the Plan, or elsewhere on the Property) of the well and septic system (as shown on the Plan) and an access way thereto.

Except for such well, septic system and access way, no structure or other improvement shall be constructed, placed, or introduced onto the Property by Grantor.

B. Except as necessary for such well, septic system and access way, no removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

1. Do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and /or conservation of such species; and

2. Are not detrimental to the scenic, natural condition protection, and wildlife habitat protection purposes of the Easement.

Prior to commencement of any such activities in the Paragraph II.B, all necessary federal, state, and local permits and approvals shall be secured.

C. The Grantee, at its sole cost and risk, may construct, and use as public walkway trails, trails over and across the Property in locations mutually agreed upon by Grantor and Grantee.

III. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE, MORTGAGES.

A. The Grantor agrees to notify the Grantee in writing ten (10) days before the transfer of title to the Property.

B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon, except Grantee shall maintain all public walkway trails constructed pursuant to Paragraph 11.C. above.

C. Grantor may mortgage, sell, transfer, lease or encumber the Property at any time and from time to time.

IV. BENEFITS, BURDENS, AND ACCESS.

A. The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross assignable or transferrable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

B. The Grantee shall have reasonable access to the Property for such inspection as is necessary to determine compliance and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.

V. BREACH OF EASEMENT.

A. When a breach of this Easement by Grantor or a third party under the direction or control of Grantor, comes to the attention of the Grantee, it shall notify the Grantor in writing, at the address first above written, of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

B. The Grantor shall, within thirty (30) days after receipt of such notice, undertake those actions, including restorations, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken under this section.

C. If the Grantor fails to take such proper action under the preceding paragraph, the Grantee shall, as appropriate to the purposes of this deed, undertake any actions that are reasonable necessary to require Grantor to cure such breach or to repair any such damage.

D. Grantee shall not be entitled to bring any action against the Grantor, and Grantor shall not be liable, for any injury to or change in the Property resulting from access to public trails on the Property and from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties not under the direction or control of Grantor, natural disasters such as fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party not under the direction or control of Grantor responsible for any actions detrimental to the conservation purposes of this Easement.

VI. SEVERABILITY.

A. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award, or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

VII. CONDEMNATION.

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. Unless apportioned by the taking authority the balance of the land damages recovered shall be divided between the Grantor and the Grantee in the following proportions: Grantor: 50%, Grantee: 50%.

C. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

VIII. TERMINATION OF RIGHTS AND OBLIGATIONS.

Grantor's rights and obligations under this Easement automatically terminate upon transfer of Grantor's interest in the Property, Except that liability for acts or omissions occurring prior to transfer shall survive transfer.

IX. RESOLUTION OF DISAGREEMENTS

A. The Grantor and the Grantee desire that issues arising from time to time concerning uses or activities in light of the provisions of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if either party becomes concerned whether any use or activity (which together for the purposes of this Section, "Resolution of Disagreements," shall be referred to as the "Activity") complies with the provisions of this Easement, wherever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.

B. If informal dialogue does not resolve a disagreement regarding the Activity, and the Grantor agrees not to proceed or to continue with the Activity pending resolution of the disagreement concerning the Activity, either party may refer the disagreement to mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Concord, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

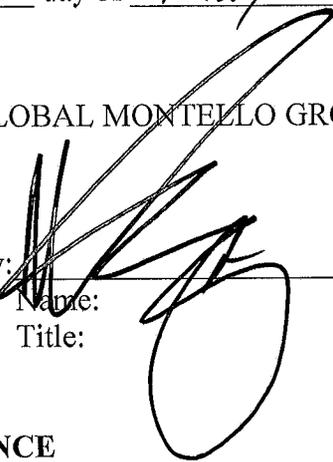
C. If the parties agree to bypass mediation, if the disagreement concerning the Activity has not been resolved by mediation within sixty (60) days after delivery of the notice of mediation, or if the parties are unable to agree on a mediator within ten (10) days after delivery of the notice of mediation, the disagreement may, with the agreement of both parties, be submitted to binding arbitration in accordance with New Hampshire RSA 542. The Grantor and the Grantee shall each choose an arbitrator within twenty (20) days of the delivery of written notice from either party referring the matter to arbitration. The arbitrators so chosen shall in turn choose a third arbitrator within twenty (20) days of the selection of the second arbitrator. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable, which they may postpone only for good cause shown. The arbitration hearing shall be conducted in Concord, New Hampshire, or such other location as the parties shall agree. A decision by two of the three arbitrators, made as soon as practicable after submission of the matter, shall be binding upon the parties and shall be enforceable as part of this Easement.

D. Notwithstanding the availability of mediation and arbitration to address disagreements concerning the compliance of any Activity with the provisions of this Easement, if the Grantee believes that some action or inaction of the Grantor or a third party is causing irreparable harm or damage to the Property, the Grantee may seek a temporary restraining order, preliminary injunction or other form of equitable relief from any court of competent jurisdiction to cause the cessation of any such damage or harm, to enforce the terms of this Easement, to enjoin any violation by permanent injunction, and to require the restoration of the Property to its condition prior to any breach.

[Signature Page to Follow]

IN WITNESS WHEREOF, GLOBAL MONTELLO GROUP CORP. has executed and delivered this Conservation Easement Deed this 30 day of May, 2012.

GLOBAL MONTELLO GROUP CORP.

By: 
Name:
Title:

ACCEPTANCE

By accepting and recording this Easement, the Grantee agrees to be bound by and to observe and enforce the provisions hereof, and assume the rights and responsibilities herein granted to and incumbent upon them, all in the furtherance of the conservation purposes for which this Easement is delivered.

EXETER CONSERVATION COMMISSION

By: 
Name:
Title: *Chairman*

By: _____
Name: Matthew Quandt, Chairman

BOARD OF SELECTMEN

By: _____
Name: Dan Chartrand

By: _____
Name: Donald Clement, Vice-Chairman
Title:

By: _____
Name: Frank Ferraro

By: _____
Name: Julie Gilman

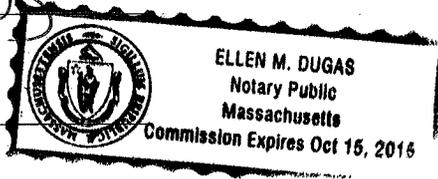
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this 30th day of May, 2012, before me, the undersigned notary public, personally appeared MARK COSENZA, proved to me through satisfactory evidence of identification, which was personal knowledge and driver's license to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as S.V. President of Global Montello Group Corp.

Ellen M. Dugas
Notary Public

My Commission Expires:
10/15/2015



STATE OF NEW HAMPSHIRE

COUNTY OF ROCKINGHAM

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was personal knowledge and driver's license to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose as _____ and duly authorized signatory of _____.

Notary Public
My Commission Expires:

Appendix "A"

Appendix "A"

A certain tract or parcel of land situate in the State of New Hampshire, County of Rockingham and Town of Exeter on the southeasterly side of Cronin Road (aka Watson Road) and on the southerly side of N. H. Route 101 being more particularly bounded and described as follows:

Beginning at an iron pin on the southeasterly sideline of said Cronin Road at land now or formerly of I. S. Realty Trust;

Thence by land of said I. S. Realty Trust N89-11-00E fifty-four and seventy-six hundredths (54.76) feet to an iron pin;

Thence S45-52-36E fifty-four and seventy-three hundredths (54.73) feet to a point;

Thence N89-11-00E twenty-five and twenty-two hundredths (25.22) feet to a point;

Thence N43-29-04E fifty-four and one hundredth (54.01) feet to a point at land of said I. S. Realty Trust;

Thence along land of said I. S. Realty Trust N89-11-00E one hundred eighty-four and fifty-seven hundredths (184.57) feet to an iron pin;

Thence continuing along land of said I. S. Realty Trust N36-15-28E two hundred fifty-six and no hundredths (256.00) feet to an iron pin on the southerly sideline of said N. H. Route 101;

Thence along the southerly sideline of said N. H. Route 101 S84-52-02E four hundred twelve and forty-nine hundredths (412.49) feet to a point at land now or formerly of Scott W. Carlisle III;

Thence by land of said Carlisle S07-52-43W two hundred eighty-four and ninety hundredths (284.90) feet to a point at land now or formerly of CKT & Associates;

Thence by land of said CKT the following eight (8) courses;

S68-39-36W four hundred eighteen and twenty-eight hundredths (418.28) feet to a drill hole in the end of a stonewall;

Thence along said stonewall S69-11-35W thirty-three and forty-three hundredths (33.43) feet to a drill hole;

Thence continuing along said stonewall S66-15-43W one hundred thirty-one and twenty-three hundredths (131.23) feet to a drill hole at the end of said stonewall;

Thence S66-15-57W one hundred thirty-two and twenty-two hundredths (132.22) feet to a point at the end of a stonewall;

Thence partially along said stonewall S66-25-02W one hundred nine and fifty-five hundredths (109.55) feet to a point in the end of said stonewall;

Thence S67-06-21W fifty-nine and sixteen hundredths (59.16) feet to a point in the end of a stonewall;

Thence S68-33-13W nine and fifty-six hundredths (9.56) feet to a point;

Thence through the land of the grantor the following four (4) courses:

N08-48-14W three hundred twenty-two and thirty-three hundredths (322.33) feet to a point;

Thence N86-07-28W fifty-five and sixty-five hundredths (55.65) feet to a point;

Thence S68-52-56W ninety and ninety hundredths (90.90) feet to a point;

Thence N47-12-29W thirty-five and thirty hundredths (35.30) feet to a point on the southeasterly sideline of said Cronin Road;

Thence by the southeasterly sideline of said Cronin Road the following three (3) courses:

N52-55-42E fifty-seven and seventy-three hundredths (57.73) feet to a drill hole in the end of a stonewall;

Thence along said stonewall N51-08-39E seventy-six and twenty-one hundredths (76.21) feet to an iron pin;

Thence continuing along said stonewall N54-00-49E eighty-eight and seventy-seven hundredths (88.77) feet to the point of beginning.

Said tract or parcel of land contains 344,178 square feet or 7.901 acres more or less.

List for Selectmen's meeting June 18, 2012

Abatement

Map/Lot	Location	Amount
27/12/1	Rinny Lane	111.54
90/33/6	Wright Lane	91.34

Veteran's Credit

Map/Lot	Location	Amount
65/6	1 Ridgecrest Drive	500.00

Water/Sewer Abatements

Account	Location	Amount
131376299	18 Hampton 18A	537.56
131371600	1 Hampton Road	749.69
131379250	3 Holland Way	935.61

Town Facilities / Permits
June 18 - July 9, 2012

Date	Event Hours	Length of Rental	Facility/Permit	Group/Purpose
6/21		6-8:30 p.m.	Town Hall	Seacoast Wind Ensemble
6/29	3-4pm	all day	Town Hall	Musical Performances
6/30-7/7		all day	Town Hall	Oyster River Players



Town of Exeter, NH
 10 Front Street
 Exeter, NH 03833
 Phone: 603-778-0591 Fax: 603-772-4709

PERMIT REQUEST

- Block Off Street/Road
- Fireworks
- Parade
- Picketing
- Structure on Sidewalk
- Other _____

Liability Insurance Required: Certificate of Insurance to be submitted with completed application.
 Required Amounts: General Liability/Bodily Injury/Property Damage (combined): \$300,000-\$1,000,000 with additional personal injury of \$300,000; the Town of Exeter must be listed as an additional insured.

If permit involves overnight use of blocking off an area then it is suggested to have them in place before dark, applicants are responsible for all barricades.

Applicant Information:

Name: Cleo P Castonguay Address: 53 Lincoln St
 Town/State: Exeter Phone: 772 9922 Email: cleo@iapsales.com

Organization/Company Information:

Name: St Vincent de Paul Address: 53 Lincoln st
 Town/State/Zip: Exeter Phone: 772 9922
 Describe Activity: Lincoln St Community Festival
 Describe Location: close Daniel St from Lincoln to corner of our property 135 ft
 Date(s) of Activity: August 4th 2012 Time of Activity: 9 AM to 5:30 PM

Cyrcast
 Applicant Signature Date 5/31/12

Highway Superintendent (Perkins): [Signature] Date 6-6-12

Code Enforcement (Eastman): [Signature] Date 6/6/12

Police Chief (Kane): [Signature] Date 6/1/12

This permit is issued for the purpose indicated and shall be valid only during the times/dates indicated on this permit.

As authorized by the Board of Selectmen/Designee (Dean):

 Date

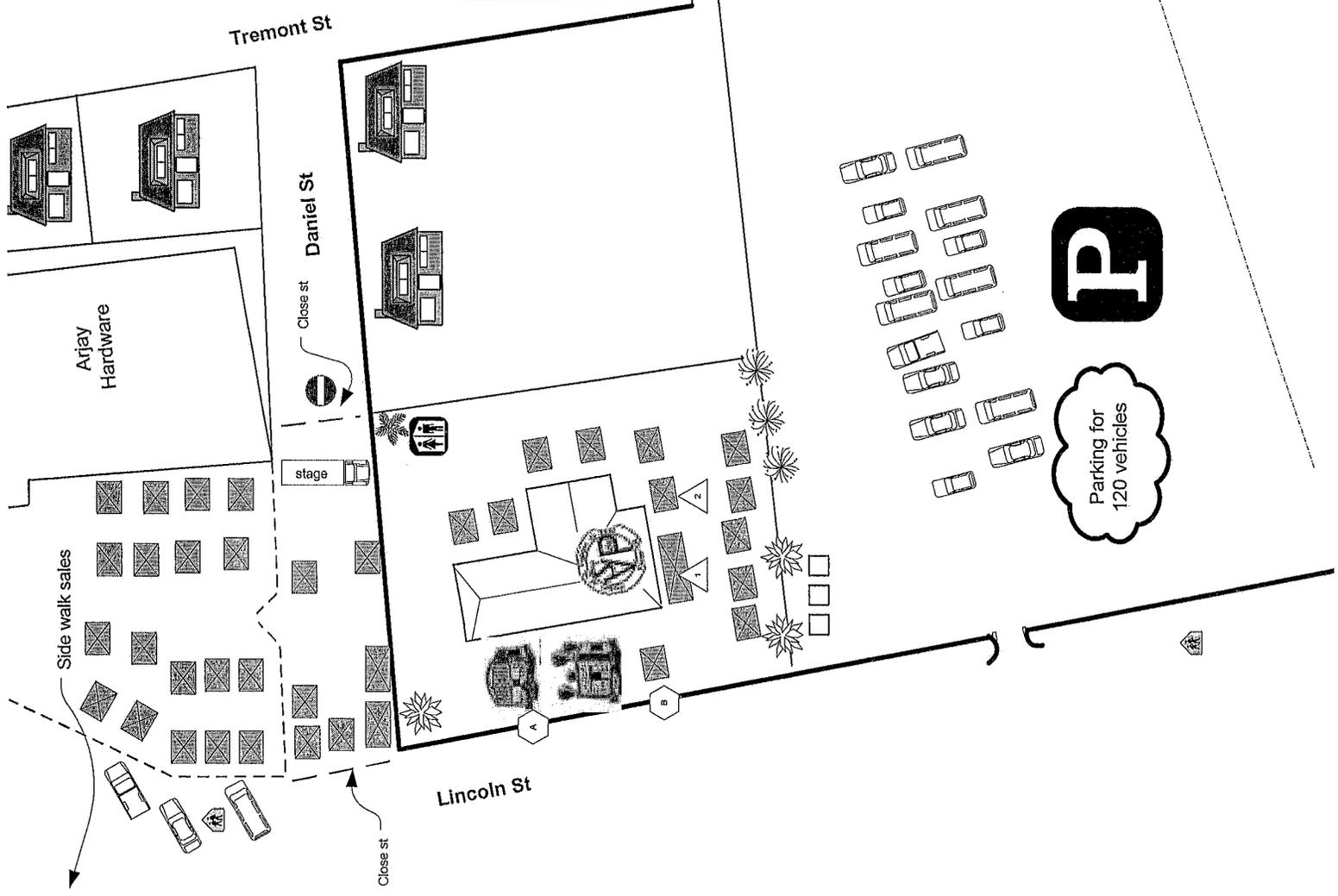
Comfest

Lincoln St Community Festival

to Benefit the Society of St Vincent de Paul

August 4, 2012

Vendors		Activities		Entertainment	
1	Lobsters	A	bounce		Magician
2	BBQ	B	raffle		Seacoast Idol Performance
3		C	face painting		Hula Hoop Show
4		D	Jugglers		Live bands
5		E			
6		F			
7		G			
8		H			
9		I			





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/31/2012

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).

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		CONTACT NAME: Pat Mack PHONE (A/C No. Ext): (603) 293-2791 FAX (A/C No.): (603) 293-7188 E-MAIL ADDRESS: pat@esinsurance.com	
INSURED St Vincent de Paul Society PO Box 176 Exeter NH 03833		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2012 Renl Cert

REVISION NUMBER:

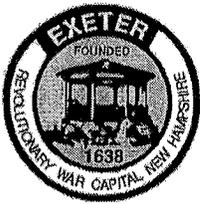
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		PHPR748696	7/13/2012	7/13/2013	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMPI/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: The Lincoln Street Community Festival "Comfest" to be held on August 4, 2012.

CERTIFICATE HOLDER**CANCELLATION**

Town of Exeter 10 Front Street Exeter, NH 03833	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 Pat Mack/PAT <i>Pat Mack</i>
---	---



Application for Use of Town Facility

Forms can be mailed: Town of Exeter, 10 Front Street, Exeter, NH 03833
Faxed #: 603-772-4709 or emailed: twmng@town.exeter.nh.us

Facility Requested: Town Hall (Main Floor) Town Hall Stage Bandstand

Representative Information:

Name: EDWARD SPULER Address: 34 FIFTH ST.
Town/State/Zip: DOVER NH 03820 Phone: 603 427 3894
Email: info@edwardspuler.com Date of Application: 6/12/12

Organization Information:

Name: EXETER CRITERIUM Address: 34 FIFTH ST.
Town/State/Zip: DOVER NH 03820 Phone: 603 427 3894

Reservation Information:

Type of Event/Meeting: FRONT PORCH/REGISTRATION AREA Date: 6/26/12
Times of Event: 4:30-8:30 PM Times needed for set-up/clean-up: NONE
of tables: 4 # of chairs: 8
List materials being used for this event: NONE
Will food/beverages be served? NO Description: COMPLIMENTARY DRINK PROVIDED TO EACH RACER

Requirements:

Cleaning Deposit: A cleaning deposit of \$100 is required of any user serving food or beverages. If the town determines after use that the building acceptably cleaned, the deposit fee will be returned to user. No food is allowed in Main Hall of the Town Hall. If food is to be served and/or prepared in foyer of Town Hall, the electrical outlet cannot exceed 20 amps. For more information call Kevin Smart, Maintenance Superintendent at 773-6162 prior to use.

Liability Insurance Required: The Town requires liability insurance to be submitted with this completed application. Required insurance amounts: General Liability/Bodily Injury/Property Damage: \$300,000/\$1,000,000. The Town of Exeter must be listed as additional insured.

Rental Fee: For Town Hall use there is a fee of \$75.00 per day, a payment of \$250 may be required for use of main floor and stage for more than a single day. You may request a waiver of the rental fee in writing.

Keys: Access to a town building after normal business hours requires a key sign out. Forms and keys can be obtained from the Town Manager's office at the Town Office during normal business hours (there is no other option for obtaining a key). A key can be collected up to 24 hours before your event (with the exception of Sunday events).

Signing below acknowledges receipt of and agreement to all rules, regulations and requirements pertaining to the use of a town facility. Permit approvals are contingent upon proper insurance and fees paid to the Town of Exeter.

Applicant signature: Edward Spuler Date: 6/12/12

Authorized by the Board of Selectmen/Designee: _____ Date: _____

Office Use Only:

Liability Insurance: On file In-process Will receive by _____
Fee: Paid Will pay by _____ Non-profit fee waiver requested



Application for Use of Town Facility

Forms can be mailed: Town of Exeter, 10 Front Street, Exeter, NH 03833

Faxed #: 603-772-4709 or emailed: twnmgr@town.exeter.nh.us

Facility Requested: Town Hall (Main Floor) Town Hall Stage Bandstand

Representative Information:

Name: Katherine Roberts Address: 30 Linden St.
Town/State/Zip: Exeter Phone: 7 235-9893
Email: director@musicalarts.org Date of Application: 6/6/2012

Organization Information:

Name: MUSICALARTS Address: 30 Linden St
Town/State/Zip: Exeter Phone: 778-4862

Reservation Information:

Type of Event/Meeting: student performance Date: 8/3
Times of Event: 2:00-3 Times needed for set-up/clean-up: 9-2, 3-4
of tables: 0 # of chairs: 50
List materials being used for this event: n/a
Will food/beverages be served? No Description: _____

Requirements:

Cleaning Deposit: A cleaning deposit of \$100 is required of any user serving food or beverages. If the town determines after use that the building acceptably cleaned, the deposit fee will be returned to user. No food is allowed in Main Hall of the Town Hall. If food is to be served and/or prepared in foyer of Town Hall, the electrical outlet cannot exceed 20 amps. For more information call Kevin Smart, Maintenance Superintendent at 773-6162 prior to use.

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Signing below acknowledges receipt of and agreement to all rules, regulations and requirements pertaining to the use of a town facility. Permit approvals are contingent upon proper insurance and fees paid to the Town of Exeter.

Applicant signature: K Roberts Date: 6/6/12

Authorized by the Board of Selectmen/Designee: _____ Date: _____

Office Use Only:

Liability Insurance: On file In-process Will receive by _____

Fees Paid Will pay for _____ Non-profit fee waiver requested



Application for Use of Town Facility

Forms can be mailed: Town of Exeter, 10 Front Street, Exeter, NH 03833
Faxed #: 603-772-4709 or emailed: twnmgr@town.exeter.nh.us

Facility Requested: Town Hall (Main Floor) Town Hall Stage Bandstand

Representative Information:

Name: Katherine Roberts Address: 30 Linden St
Town/State/Zip: Exeter Phone: 235-9893
Email: director@musicalarts.org Date of Application: 6/6/12

Organization Information:

Name: MUSICALARTS Address: 30 Linden St.
Town/State/Zip: Exeter Phone: 778-4862

Reservation Information:

Type of Event/Meeting: Student performance Date: 8/17
Times of Event: 3-4 Times needed for set-up/clean-up: 9-3, 4-5
of tables: 0 # of chairs: 50
List materials being used for this event: n/a
Will food/beverages be served? No Description: _____

Requirements:

Cleaning Deposit: A cleaning deposit of \$100 is required of any user serving food or beverages. If the town determines after use that the building acceptably cleaned, the deposit fee will be returned to user. No food is allowed in Main Hall of the Town Hall. If food is to be served and/or prepared in foyer of Town Hall, the electrical outlet cannot exceed 20 amps. For more information call Kevin Smart, Maintenance Superintendent at 773-6162 prior to use.

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Applicant signature: K Roberts Date: 6/6/12

Authorized by the Board of Selectmen/Designee: _____ Date: _____

Office Use Only:

Liability Insurance: On file In-process Will receive by _____

Fee: Paid Will pay by _____ Non-profit fee waiver requested



Application for Use of Town Facility

Forms can be mailed: Town of Exeter, 10 Front Street, Exeter, NH 03833

Faxed #: 603-772-4709 or emailed: townmgr@town.exeter.nh.us

Facility Requested: Town Hall (Main Floor) Town Hall Stage Bandstand

Representative Information:

Name: Katherine & Morgan Roberts Address: 30 Linden St
Town/State/Zip: Exeter Phone: 603-235-9893
Email: director@musicalarts.org Date of Application: 6/6/12

Organization Information:

Name: MUSICALARTS Address: 30 Linden St
Town/State/Zip: Exeter Phone: 603-778-4862

Reservation Information:

Type of Event/Meeting: Student performance Date: 6/29/12
Times of Event: ~~9-11~~ 3-4 Times needed for set-up/clean-up: 9-3, 4-5
of tables: 0 # of chairs: 50 (flexible)
List materials being used for this event: n/a
Will food/beverages be served? NO Description: _____

Requirements:

Cleaning Deposit: A cleaning deposit of \$100 is required of any user serving food or beverages. If the town determines after use that the building acceptably cleaned, the deposit fee will be returned to user. No food is allowed in Main Hall of the Town Hall. If food is to be served and/or prepared in foyer of Town Hall, the electrical outlet cannot exceed 20 amps. For more information call Kevin Smart, Maintenance Superintendent at 773-6162 prior to use.

Liability Insurance Required: The Town requires liability insurance to be submitted with this completed application. Required insurance amounts: General Liability/Bodily Injury/Property Damage: \$300,000/\$1,000,000. The Town of Exeter must be listed as additional insured.

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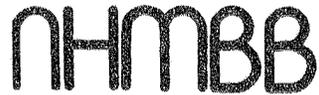
Applicant signature: [Signature] Date: 6/6/12

Authorized by the Board of Selectmen/Designee: _____ Date: _____

Office Use Only:

Liability Insurance: On file In-process Will receive by _____

Fee Paid Will pay by _____ Non-profit fee waiver requested



NEW HAMPSHIRE MUNICIPAL BOND BANK

June 14, 2012

Mr. Russell Dean
Town Manager
Town of Exeter
10 Front Street
Exeter, NH 03833

Dear Russ:

Another highly successful bond sale was held on June 13, 2012.

The True Interest Cost (TIC) for your 20 year \$3,544,950 loan is approximately 3.19%

Please fax or mail the enclosed wire confirmation form to the Bond Bank by July 9, 2012. The Bond and other certificates you receive from your Bond Counsel must be returned directly to them by June 29, 2012, as closing is scheduled for July 19, 2012.

If you have any questions or comments, please call me at 271-2595 or toll-free at (800) 393-6422.

Sincerely,

Tammy J. St. Gelais
Program Administrator



NEW HAMPSHIRE MUNICIPAL BOND BANK

June 13, 2012

Mr. Russell Dean
Town Manager
Town of Exeter
10 Front Street
Exeter, NH 03833

Dear Russ:

I am writing to explain the dynamics of the New Hampshire Municipal Bond Bank's 2012 Series B bonds relative to the acceptance and use of a premium and the impact of the premium on your bond issue.

Current market conditions are such that with borrowing rates as low as they are, investors want coupon rate protection (protection against future rising interest rates and having to resell the securities at less than face value, which makes them less liquid) and are willing to pay a premium (an up-front cash payment) in exchange for higher coupon rates on the bonds. The coupon rates are higher because of the premium paid to the issuer up front.

In the Bond Bank's bond issue, we were advised by our financial advisers, who were in turn advised by the trading desks of several investment banking firms, that the market would likely want to pay a premium of approximately **\$1,514,878** on a bond issue the size of 2012 Series B, and that not allowing the premium would likely negatively impact your borrowing rates by at least 10 to 15 basis points (10 basis points equals 1/10 of 1%). We often strive to accommodate what the market wants to the extent possible, as this will generally result in the lowest possible borrowing rate for our participants.

New Hampshire law requires that any premium received upon the sale of bonds or notes be used toward the capital project for which the borrowing occurred. Therefore, each participant in 2012 Series B received a pro-rata share of the premium, which was used to reduce the amount of bonds issued by each participant. As a result, even though the coupon rates are higher, they apply to a lesser amount of bonds than originally anticipated due to the receipt and use of the premium to pay project costs. The net borrowing rate, factoring in the receipt of the premium, is less than it would have been had the Bond Bank constrained the bidding and prevented premium bids. This methodology has been used by a number of municipalities in New Hampshire to accommodate the issuer's goal of achieving the lowest net borrowing rate, the market's interest in premium bonds, and New Hampshire law regarding the use of premiums.

Please do not hesitate to call me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'Tammy St. Gelais'.

Tammy St. Gelais
Program Administrator

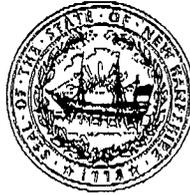
007/03/2012 03:23 03333333 STATE PAGE 02/02

State of New Hampshire

Board of Tax and Land Appeals

Michele E. LeBrun, Chair
Albert F. Shamash, Esq., Member
Theresa M. Walker, Member

Anne M. Stelmach, Clerk



Governor Hugh J. Gallen
State Office Park
Johnson Hall
107 Pleasant Street
Concord, New Hampshire
03301-3834

April 1, 2012

NOTICE TO ALL TAX COLLECTORS:

In accordance with the provisions of RSA 76:13, the Tax Collector shall notify the Board of Tax and Land Appeals, in writing, of the date on which the final tax bill was sent (tax bill that establishes the total tax liability - see RSA 76:1-a for definitions).

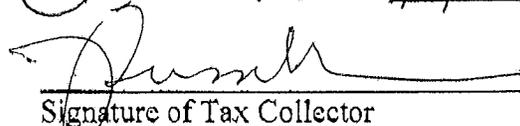
Please complete the information below indicating the date of mailing of the final tax bill covering taxes which were committed to you on the original property warrant for 2011 and return this form to the Board of Tax and Land Appeals at the above address by May 1, 2012.

MUNICIPALITY OF: EXETER FINAL TAX BILL MAILED ON: NOV. 14, 2011

Final tax bill, pursuant to RSA 76:1-a, means one of the following. Please check one.

- Bill annually;
- Bill semiannually (pursuant to RSA 76:15-a);
- Operating with an optional fiscal year (pursuant to RSA 31:94-a); or,
- Special legislative act; and
- Bill quarterly (pursuant to RSA 76:15-aa).

Were any supplemental property warrants issued. Yes No If yes, when 2/7/12 AND 3/5/12

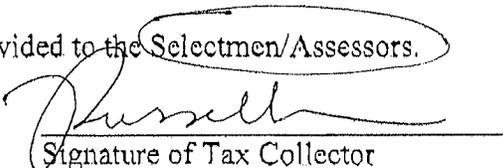


Signature of Tax Collector

CERTIFICATION

I hereby certify a copy of this Form has been provided to the Selectmen/Assessors.

Date: 6/12/12



Signature of Tax Collector

Rev. 3/12

Russ
FYI



SYNERGY HEALTH & FITNESS

an exeter health resource | The Art of Wellness

June 5, 2012

You are receiving this letter as a courtesy because you are one of our Corporate Account holders. Employees of your company who are Synergy members are also receiving this notification. We are writing to share with you important information relating to the future of Synergy Health & Fitness and its significant role in a planned expansion of health care services to the Seacoast community.

In response to the Seacoast region's growing demand for musculoskeletal services, Exeter Health Resources has made the decision to transform the Synergy building into a unique, comprehensive musculoskeletal center of excellence. In addition to continuing to offer state-of-the-art, medically based health and wellness programs for you, our members, by co-locating the specialties of orthopaedics, podiatry, rheumatology, physiatry, neurology and neurosurgery, as well as comprehensive rehabilitation services under one roof, the new center will improve our ability to effectively and efficiently treat and prevent musculoskeletal problems for the community at large. It will also mean those of you using Synergy fitness programs and services in the future will benefit by having on-site access to all of the clinical services necessary to help prevent and treat musculoskeletal injuries. This exciting change further supports Exeter Health Resources' mission of improving the health of the seacoast community.

Regretfully, to accomplish this goal we will need to temporarily close the Synergy building for major renovations as of December 1, 2012. Construction will last approximately 14 months, during which we will not be able to keep the building open to the public. **We expect to reopen to the public with a grand opening scheduled in the spring of 2014.**

Although we recognize this closure will present a significant inconvenience to our members, a lengthy and comprehensive planning process has shown combining all of these services in one location represents important improvements to the services we can offer to our patients, our community, and to Synergy members in the future.

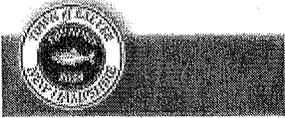
During the construction period we have made arrangements to continue to provide acupuncture, massage, and nutrition services to the general public, as well as the Cancer Well-fit, Cardiac Rehabilitation and Physical/Occupational Rehabilitation (AthletiCare) programs for our patients. These services will be relocated to temporary space elsewhere on Exeter Hospital's main campus.

We realize to our members, the staff, and the community, Synergy is much more than a "health club"; it is a community of people supporting each other while working toward similar goals of improving their health. It is our hope the services offered by the new musculoskeletal center will allow even more people in our community to achieve this goal.

If you have any questions please contact Synergy Health and Fitness Executive Director, Lynda Kuhne, at 580-7034.

Sincerely

Kevin Callahan, President and CEO
Exeter Health Resources



Russ Dean <rdean@town.exeter.nh.us>

Farmer's Market

Renee O'barton <reneeobarton@yahoo.com>

Wed, Jun 13, 2012 at 4:11
PM

Reply-To: Renee O'barton <reneeobarton@yahoo.com>

To: "mjquandt@comcast.net" <mjquandt@comcast.net>, "dclement43@comcast.net" <dclement43@comcast.net>, "dchartra@rcn.com" <dchartra@rcn.com>, "juliedgilman@comcast.net" <juliedgilman@comcast.net>, Frank Ferraro <fferraro2010@gmail.com>, russ dean <rdean@town.exeter.nh.us>

Good afternoon:

I am wondering if the farmer's market will be open again tomorrow? If the farmer's market will be open, I'd like to request that an officer from the police department be stationed at the top of Exit 9 to direct the congested traffic to minimize the amount of time we are required to "sit" on the shoulder of 101 waiting to exit as that is not a safe situation by any means.

Please let me know if the market will be open and if an officer is available to direct traffic.

Thank you,
Renee



Russ Dean <rdean@town.exeter.nh.us>

Farmer's Market

Renee O'barton <reneeobarton@yahoo.com>

Wed, Jun 13, 2012 at 7:07

PM

Reply-To: Renee O'barton <reneeobarton@yahoo.com>

To: "mjquandt@comcast.net" <mjquandt@comcast.net>, "dclement43@comcast.net" <dclement43@comcast.net>, "dchartra@rcn.com" <dchartra@rcn.com>, "juliedgilman@comcast.net" <juliedgilman@comcast.net>, Frank Ferraro <fferraro2010@gmail.com>, russ dean <rdean@town.exeter.nh.us>

Oops, sorry, I meant exit 10. Exit 9 is the exit I usually take.

Renee

From: Renee O'barton <reneeobarton@yahoo.com>

To: "mjquandt@comcast.net" <mjquandt@comcast.net>; "dclement43@comcast.net" <dclement43@comcast.net>; "dchartra@rcn.com" <dchartra@rcn.com>; "juliedgilman@comcast.net" <juliedgilman@comcast.net>; Frank Ferraro <fferraro2010@gmail.com>; russ dean <rdean@town.exeter.nh.us>

Sent: Wednesday, June 13, 2012 4:11 PM

Subject: Farmer's Market

[Quoted text hidden]



Russ Dean <rdean@town.exeter.nh.us>

Fwd: Parkway/Farmers Market

mjquandt@comcast.net <mjquandt@comcast.net>

Thu, Jun 7, 2012 at 11:04 AM

To: "Dean, Russ" <rdean@town.exeter.nh.us>

From: "Phyllis Richard" <prichard4@myfairpoint.net>**To:** mjquandt@comcast.net, dclement43@comcast.net, dchartra@rcn.com, juliedgilman@comcast.net, fferraro2010@gmail.com**Sent:** Wednesday, June 6, 2012 11:43:45 AM**Subject:** Parkway/Farmers Market

It is with great disappointment in our town selectman that I feel I have to write this email. I was under the impression that while water street was being closed that there would be no farmers market in the parkway until the roads were reopened. I believe that is how it was left when the town meeting ended. Now I hear there will be a farmers market on Thursday's on one side of the street. As a resident of Exeter I find this very disturbing that our town manager would take this in his own hands and change it so there will be a farmer's market on Thursday. I would like to know who works for who? It appears to me that the town manager should be working for the town residence and the selectman. However, it appears to me that you allow the town manager do whatever he pleases. Therefore you are not representing the residence of Exeter. I for one do not want to have to go all the way up to 101 and make a loop just to get home. It is a waste of my time and gas. God forbid someone has a heart attack and an ambulance can't get through the parkway. Those extra minutes could save or take a life.

One of many disappointed Exeter resident

Phyllis Richard



Russ Dean <rdean@town.exeter.nh.us>

Fwd: Swasey Parkway Concern

mjqandt@comcast.net <mjqandt@comcast.net>

Thu, Jun 7, 2012 at 11:03 AM

To: "Dean, Russ" <rdean@town.exeter.nh.us>

From: "Christopher Suprock" <casuprock@suprocktech.com>

To: "Matt Quandt" <mjqandt@comcast.net>, dclement43@comcast.net, dchartra@rcn.com, juliedgilman@comcast.net, fferraro2010@gmail.com

Cc: "Joanna Suprock" <jcsuprock@suprocktech.com>

Sent: Wednesday, June 6, 2012 5:27:41 PM

Subject: Swasey Parkway Concern

Hello,

We were recently made aware that Swasey Parkway will be open for the farmers market despite concerns about the accessibility of emergency vehicles to parts of Exeter during the time Water Street shall be closed to traffic. While this is not a smart idea, it is more concerning that the Town Manager and DPW is able to make such a decision without the authority of the Selectmen. This type of unsanctioned authority does not adhere to the type of town structure led by a Board of Selectmen. Although this incident did not arise from malice or disrespect to the Selectmen, consequential actions of the town staff need to be approved, less the Selectmen may consider themselves little more than a board of advisers.

Please make sure this communication is recorded in Public Record.

Thank you,
Chris and Joanna Suprock

Best Regards

Christopher Suprock, PhD
Manager
Suprock Technologies, LLC
Phone: (603) 686-9954
Cell: (717) 634-0883
Fax: (888) 629-4158
www.suprocktech.com



Russ Dean <rdean@town.exeter.nh.us>

Fwd: Attached are pictures of my ride home...

dclement43@comcast.net <dclement43@comcast.net>

Fri, Jun 8, 2012 at 7:35 AM

To: Russ Dean <rdean@town.exeter.nh.us>

From: "Renee O'barton" <reneeobarton@yahoo.com>
To: mjquandt@comcast.net, juliedgilman@comcast.net, "Frank Ferraro" <fferraro2010@gmail.com>, dclement43@comcast.net, dchartra@rcn.com
Sent: Thursday, June 7, 2012 9:29:45 PM
Subject: Attached are pictures of my ride home...

My normal travel time to arrive home is between 12 and 15 minutes. Today, I elected to go up Route 101 to Exit 9. My commute home was 28 minutes. Some of the extra time was spent waiting along the side of Route 101 to get on to the "off ramp" of Exit 9. A rather dangerous situation if you ask me.

My husband works in North Hampton and generally comes home on Newfields Road as well. He too chose to go up to Exit 9 and had a very similar experience as mine, waiting on the shoulder of Route 101 to gain access to the off ramp. His normal commute time is around 15 minutes. Today it took him 32 minutes.

I have attached some pictures for you to view of the traffic back up on the off ramp of Exit 9 on Route 101. I didn't take the pictures until I was actually on the off ramp as I wanted to stay alert to passing traffic on Route 101.

Renee

When you find yourself on the side of the majority, question yourself about what you are doing and why. It is likely wrong. ~ from Look Ma, Life is Easy.

----- Forwarded Message -----

From: Renee O'barton <reneeobarton@yahoo.com>
To: "mjquandt@comcast.net" <mjquandt@comcast.net>; "dclement43@comcast.net" <dclement43@comcast.net>; "juliedgilman@comcast.net" <juliedgilman@comcast.net>; Frank Ferraro <fferraro2010@gmail.com>; "dchartra@rcn.com" <dchartra@rcn.com>
Sent: Thursday, June 7, 2012 4:34 PM
Subject: To Swasey To Swasey to buy from the farm, who cares how many Exeter residents are harmed?

To Swasey, To Swasey, to buy from the farm;
Who cares how many Exeter residents are harmed?

Good afternoon:

I am a bit confused regarding the status of the farmer's market. It's on, no it's off, wait, it's on again?!?

Just this past Monday night (June 4th) at the Board of Selectmen meeting Mr. Dean clarified that what takes place in the "road way" of Swasey Park falls under the jurisdiction of the Board of Selectmen and what takes place on all other area (grass, sidewalks, etc.) in Swasey Park falls under the jurisdiction of the Swasey Park Trustees, i.e. none of Swasey Park falls under the jurisdiction of Mr. Dean.

When Selectman Ferraro asked about the status of the Farmer's Market, given that Water Street is closed and Swasey is the only open road to travel upon Newfields Road, Mr. Dean indicated that the Farmer's Market would not be held this week and further stated that the original agreement provided that they would not be in Swasey the remainder of this month while the two way traffic through Swasey is needed due to repairs on Water Street.

So what changed between Monday night and today that caused Swasey Parkway to be closed and permit the Farmer's Market to proceed? Who authorized the closure? We know Mr. Dean does not have that authority, he said so himself Monday night at the Board of Selectmen meeting. Why are we accomodating farmers and vendors, many of whom do not even live in Exeter to the detriment of our tax paying Exeter citizens? Have the citizens not been inconvenienced enough?

As I work in Hampton, I now have two choices to find my way home tonight. The first is to come down High Street and hit all the miserable 5 o'clock traffic in town or the second is to pass by Exit 10, my normal route home, travel up to Exit 9 and then backtrack down Epping Road to my home in Westside Drive. Both of these options will take more time out of my day and cause me to waste (expensive) gas. My daughters ride the bus home from CMS and their route would generally take them down Water Street but since that is closed they have been going through Swasey Parkway. As (at least) one of the students resides on Newfields Road, their bus has to come down Newfields Road to drop her off then execute a U-Turn back up to 101 and take a different route home. Again, wasting time and fuel.

Can somebody explain to me how this is in the best interest of Exeter Residents? Is there any reason, any reason at all the vendors of the Farmer's market couldn't be inconvenienced and moved up to the Park Street Common for the month of June? It's not that far out of town, it is plenty big enough and those who frequent the market will find it no matter where you put it.

Was any consideration given to the people that live on Newfields Road in the event of a medical or fire emergency? The extra time it would take to reach these citizens, by going around town to Route 101 to gain access to Newfields Road could cost someone a life or a home. Did anyone stop to consider those consequences?

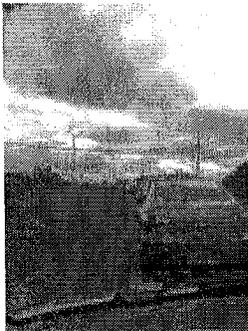
This is one great example of why this Board of Selectmen needs to step up and start enforcing the proper chain of command. You do not work for Russ Dean or the vendors of the Farmer's Market. You were not elected to represent them. You were elected to represent the citizens of Exeter and the majority of you have been falling short. Mr. Dean is supposed to report to you, not vice-versa. If you let Mr. Dean know when he has exceeded his authority and there are consequences for it, he is less likely to repeat that behavior; conversely, when you continue to back him up and approve his actions (albeit "after the fact") when he has overstepped his authority, he will continue to repeat that behavior as well.

As Mr. Dean indicated in the meeting Monday night that the original agreement was for the Farmer's Market not to take place during the month of June while Water Street would be closed, I would like to know when this Board met to vote to change that agreement and allow the Farmer's Market to proceed today causing Swasey Parkway to be closed to traffic. I am also requesting to be informed where, and when, the meeting was noticed. Further, please consider this a request for a copy of the minutes of that meeting.

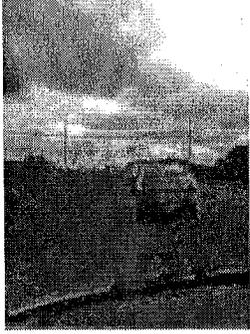
Sincerely,
Renee

When you find yourself on the side of the majority, question yourself about what you are doing and why. It is likely wrong. ~ from Look Ma, Life is Easy.

4 attachments



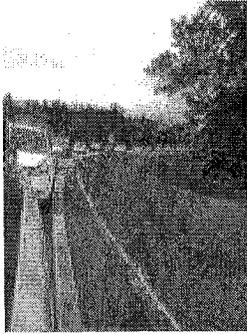
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