

**Exeter Board of Selectmen Meeting  
Monday, June 17<sup>th</sup>, 2013, 7:00 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. Public Comment
3. Minutes & Proclamations
  - a. Regular Meetings: June 3<sup>rd</sup>, 2013
4. Appointments – Planning Board
5. Discussion/Action Items
  - a. New Business
    - i. Public Hearing: Connie Road Emergency Lane Designation
    - ii. 2013 Dog Warrant
    - iii. Lease/Purchase Documents: Sewer Vactor Truck
    - iv. Goals Meeting Follow Up
  - b. Old Business-
    - i. Bid Award: Wastestream Reduction Project
    - ii. Follow Up: Public Drinking Ordinance
    - iii. Jay Walking Memo: Chief of Police
6. Regular Business
  - a. Bid Openings/Surplus Declarations
  - b. A/P and Payroll Manifests
  - c. Tax, Water/Sewer Abatements & Exemptions
  - d. Permits & Approvals
  - e. Town Manager's Report
  - f. Legislative Update
  - g. Selectmen's Committee Reports
  - h. Correspondence
7. Review Board Calendar
8. Non Public Session
9. Adjournment

Don Clement, Chairman  
Board of Selectmen

Posted: 6/14/13 Town Offices, Town Hall, and 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.

## Draft Minutes

### Exeter Board of Selectmen Meeting

June 3, 2013

#### 1. Call Meeting to Order

Chairman Don Clement called the regular business meeting to order at 7:00 pm in the Nowak Room of the Exeter Town Offices building. Other members present were Vice Chairman Dan Chartrand, Selectman Frank Ferraro, Selectwoman Julie Gilman, and Selectman Matt Quandt. Town Manager Russell Dean was also present.

**2. Board Interview:** Planning Board – An interview for the Planning Board with resident Christina Hardy was held at 6:50 p.m. in the Wheelwright Room prior to the regular business meeting.

#### 3. Public Comment

No public comment.

#### 4. Minutes & Proclamations

##### **a. Regular Meeting: April 29, 2013**

Selectwoman Gilman made an amendment to the minutes, adding the following text to the last paragraph on Page 2 “because she is concerned that the employee job could be changed by the legislative body.” Selectwoman Gilman also made an amendment to the last paragraph in agenda item “**d. Tax Abatements and Exemptions**” changing “Lot 95, Map 64” in the last paragraph to “Map 95, Lot 64”.

Selectman Ferraro made an amendment to Page 4, third paragraph down under agenda item “**III. Quarterly Financial Report – Finance Department**” changing “He said he was told it would be a much higher revenue...” to “He said the Board was told it would be a much higher revenue...”

A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to accept the minutes of the April 29, 2013 Board of Selectmen meeting, as amended. Motion carried – all in favor.

##### **b. Regular Meeting: May 6, 2013**

Selectwoman Gilman made an amendment to the minutes, changing “Gwenovere” on Page 1 to “Guinevere”.

A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to accept the minutes of the May 6, 2013 Board of Selectmen meeting, as amended. Motion carried – all in favor.

**c. Regular Meeting: May 20, 2013**

A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to accept the minutes of the May 20, 2013 Board of Selectmen meeting. Motion carried – all in favor.

**5. Appointments**

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Gilman to appoint Vern Sherman to the Exeter Housing Authority for term ending 4/30/2018. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Gilman to move Hank Ouimet from a voting member to alternate member for term ending 4/30/2018 for the Zoning Board of Adjustment. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Gilman to move David Mirsky from an alternate member to a voting member for term ending 4/30/2016 for the Zoning Board of Adjustment. Motion carried – all in favor.

**6. Discussion/Action Items**

**a. New Business**

**I. Sign 2013-2015 Fire Agreement**

Russ Dean talked about the fire agreement process. Some of the members of the bargaining committee were present at the BOS meeting. Mr. Dean said it was a long but successful process but they came to a 3 year agreement with the fire fighters. One major thing Mr. Dean pointed out was that the fire fighters were willing to give concessions on health insurance, co-pays, etc. Mr. Dean said it was a very successful discussion. The voters supported the cost items in the agreement in March.

Vice Chair Chartrand and Selectman Quandt thanked the members of the bargaining units and the members of the local, saying they've been leaders in this process.

Rich Curtis in return thanked the fire administration and the town administration for their support, and of course the voters for their overwhelming support.

All the members of the Board of Selectmen then signed the new Fire Agreement.

## **II. Connie Road: Emergency Lane Designation**

Chairman Clement started the discussion on Connie Road. He said in the past residents have come to the Board to ask if the town could do repairs on Connie Road. There was a lot of discussion because it is a private road. Chairman Clement said in 1989 residents asked if the town could do plowing, sanding, and salting on Connie Road. Recently more residents came to ask if some minimal upkeep could be done. The question came up again of it being a private road. Chairman Clement said that in 2007 the town took over this road because of back tax payments. However, it is now unclear whether or not this is town property.

Russ Dean said that legally they cannot expend town funds on private roads. However, the DPW gave a list of some private roads that they provide some work on, Connie Road being one of them. This has evolved over the years through citizen petitions Town Meeting votes among other things.

Dan Jones, a resident on Connie Road, said the town has water lines running the length of Connie Road, and therefore has to keep the road accessible to get to the lines.

Fred Renz has been a Connie Road resident since 1999. He asked if the property was taken for non-payment of taxes, then that would constitute the town owning the road. Chairman Clement said that is the question. He said it is a bit confusing and who holds title to the land is questionable. He said the Board could declare the road and emergency lane if he felt confident the town owned the land. Otherwise the Board has to notify all the abutters.

Mr. Dean said Connie Road is not in the Town's road classification system.

Andrea Renz, Connie Road resident, talked about a situation she experienced where a fire truck had to come down the road and had a very hard time. She asked if the town has responsibility for making that happen.

Chairman Clement asked the Fire Department to comment on that. The Fire Department said they use caution when on Connie Road, but yes they will always go down it if need be.

Mr. Dean said that is one reason to declare Connie Road an emergency lane. Selectman Quandt mentioned that if they do not declare it an emergency lane then they can't spend any money on it.

Bob Collie, a Connie Road resident, said he understands that there is a new mapping system and so Connie Road should have got designated a new map and lot number. So he asked the Board to explain how the new map and lot number got lost. Chairman Clement explained that he found a property map dated April 1, 2002 which shows Connie Road at Map 99, Lot 6. If you now go through the records you will no longer find a Map 99, Lot 6.

Selectman Ferraro said it sounds like a good solution, but his only concern is if they declare this road an emergency lane, will the other private roads come and try to get declared an emergency lane too? Selectwoman Gilman said it is possible but there are criteria to follow. Chairman Clement said each request will be looked at individually. Mr. Dean said it makes sense to treat the criteria broadly. Normally a policy would apply however town counsel recommends in this instance keeping the Selectmen's discretion unfettered as stated in the RSA. It is one of the few laws that allows this level of discretion for the Board.

Vice Chair Chartrand said he is in favor of scheduling a hearing to address this to all abutters. Mr. Dean said they need to give 10 days' notice prior to the hearing. He said he would get letters out tomorrow (June 4).

A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to hold a public hearing on June 17, 2013 to designate Connie Road an emergency lane pursuant to RSA 231:59-A. Motion carried – all in favor.

### **III. Update on Town Hall**

Russ Dean said last Wednesday they did a walk though at Town Hall. He said he was able to watch with Primax. Now he is just waiting for Primax to take the information and boil down to the scope of work amendable to them and the town. When that scope of work it out Mr. Dean said he will have some dates to report. Mr. Dean commented that it is a very historical building so they are taking a bit longer to put together what is to be done for repairs. He said that nobody is allowed in the community space until the work is completed.

Chairman Clement asked if they would have a better understanding of what is to be done by the next BOS meeting. Mr. Dean said yes, they would.

Selectman Ferraro asked if the contractor will be put out to bid. Mr. Dean said generally the contractor is approved by the insurer but he will look into it and get back to him by the next BOS meeting.

### **IV. Fogge-Rollins Cemetery Report**

Russ Dean said that three weeks ago he received correspondence from the Fogge –Rollins Trust saying the property was out of the trusts hands and sold. There is a cemetery on that land that they want the town to take on and maintain. The Parks and Recreation Department thinks they can maintain it at a cost.

Vice Chair Chartrand asked if there is public access to the cemetery. Mr. Dean said it is on private land with no formal public access at this point, however the property owner agreed to give access to the cemetery over their property. Mr. Chartrand said he want it to be public.

Chairman Clement said he would like the Board to determine where the public access would be. He said he put together an estimate for maintenance designating \$675/year.

Selectman Ferraro asked why this isn't included in the sale of the property. Selectwoman Gilman answered because it has a preservation easement on it.

Chairman Clement wants to make sure the cemetery is protected. He said one grave is a Revolutionary War grave. He wants to make sure it is maintained and thinks the town would preserve the history better.

Mr. Dean mentioned that it is not mandatory for the town to take on the cemetery.

Chairman Clement asked Mr. Dean to go back to the trustees with the estimate from Parks and Rec. and tell the trustees that one condition is that there is a public access to the cemetery. He also asked Mr. Dean to find out how much is in the trust care fund and report it back to the Board.

Selectwoman Gilman asked if it is the trust or the current owners who is asking for the towns help. Mr. Dean answered it is the result of the trust process.

#### **V. Letter of Support: Green Infrastructure Funding**

Chairman Clement gave an explanation of the Green Infrastructure program. It is a program that was awarded a \$150,000 grant to look at ways to advance green infrastructure. Kristen Murphy, Natural Resource Director, is working with Phyllis Duffy, DPW, on this project. They are asking the Board to help fund for this.

A Motion was made by Selectwoman Gilman and seconded by Selectman Quandt to have Chairman Clement sign this letter on behalf of the Exeter Board

of Selectmen to support the Exeter Planning Department's application for the community implementation funding to the green Infrastructure program.  
Motion carried – all in favor.

Selectman Ferraro said he in favor of grants but he is concerned that the unanticipated work takes manpower and the DPW already has a lot of responsibility. Chairman Clement commented that this is part of the DPW's job responsibilities.

Russ Dean said they have been getting calls about concerns of Brickyard Pond about the water quality, etc. This is a target area for the program.

Don Woodward, Exeter resident, spoke in from of the Board, saying the CAPE Project Design Team can do a good job designing solutions for the program.

## **b. Old Business**

### **I. Bid Award: Line Marking**

Russ Dean said that DPW review the bids and recommends Property Innovations Seal Coating and Line Striping out of Manchester, NH.

A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to award the contract to Property Innovations Seal Coating and Line Striping out of Manchester, NH in the amount of \$17,337.06. Motion carried – all in favor.

Selectmen Ferraro had a couple extra issues to address. Firstly, he asked if there was any info from Primax on the alcohol issue, an issue brought up at a prior meeting. Mr. Dean said he would circulate around the info. Secondly, he made a comment about Channel 22, saying it needs improvement. He commented that there is plenty of money to provide good quality streaming and there has been an issue with sound quality and such. He is worried that residents are frustrated and not watching the channel anymore. He recommended mentioning this to the IT guy for Exeter. Mr. Dean said they need to track out all the issues. Vice Chair Chartrand said he has the same frustrations with the channel. He said having a report to tell the issues is great but it is not addressing the problem. He recommended getting someone in to make an assessment on the equipment. Mr. Dean commented he can do that and an assessment will help. Chairman Clement asked Mr. Dean to come back with a proposal of what it might cost to get someone to come assess.

## **6. Regular Business**

### **a. Bid Openings – Wastestream Reduction Project**

Chairman Clement gave the following bids for the Wastestream Reduction Project:

1. APEX Construction, Inc.	\$174,300
Additive alternative 2a	\$62,000
Additive alternative 2b	\$45,000
2. Waterline Industries Corporation	\$133,847
Additive alternative 2a	\$36,137
Additive alternative 2b	\$44,067
3. Infrastructure Construction Corp.	\$217,000
Additive alternative 2a	\$93,000
Additive alternative 2b	\$44,067
4. Renta Corporation	\$166,600
Additive alternative 2a	\$56,000
Additive alternative 2b	\$45,000
5. PRB Construction	\$108,000
Additive alternative 2a	\$72,000
Additive alternative 2b	\$68,000
6. Methuen Construction	\$196,886
Additive alternative 2a	\$44,436
Additive alternative 2b	\$39,265

A Motion was made by Selectman Quandt and seconded by Vice Chairman Chartrand to refer all bids to the DPW to make a recommendation. Motion carried – all in favor.

### **b. A/P and Payroll Manifests**

A Motion was made Selectwoman Gilman and seconded by Vice Chair Chartrand to approve accounts payable warrant dated May 24, 2013 in the amount of \$98,172.82. Motion carried – all in favor.

A Motion was made by Selectwoman Gilman and seconded by Selectman Quandt to approve accounts payable checks in the amount of \$169,334.57. Motion carried – all in favor.

A Motion was made by Selectwoman Gilman and seconded by Vice Chair Chartrand to approve disbursements for Jady Hill from the capital fund in the amount of \$74,687.50. Motion carried – all in favor.

A Motion was made by Selectwoman Gilman and seconded by Selectman Quandt to approve water treatment disbursements from the capital fund in the amount of \$40,098.19. Motion carried – all in favor.

A Motion was made by Selectwoman Gilman and seconded by Vice Chair Chartrand to approve account payable warrant for checks dated June 12, 2013 in the amount of \$2,060,363.00. Motion carried – all in favor.

A Motion was made by Selectwoman Gilman and seconded by Vice Chair Chartrand to approve payroll disbursements for week ending June 26, 2013 in the amount of \$166,914.19. Motion carried – all in favor.

A Motion was made by Selectwoman Gilman and seconded by Selectman Quandt to approve payroll disbursements for week ending June 17, 2013 in the amount of \$161,488.15. Motion carried – all in favor.

**c. Tax, Water/Sewer Abatements & Exemptions**

A Motion was made by Selectwoman Gilman and seconded by Selectman Quandt to approve an elderly exemption for Map 104, Lot 79, Unit 1009 in the amount of \$236,251.

**d. Permits**

Russ Dean talked about a proposal from Orange Leaf in Exeter asking to add eight chairs to their patio. Selectman Ferraro asked what the ZBA ruling was. Mr. Dean said he would look at the file for that information. Vice Chair Chartrand asked if it was the Board's jurisdiction to make the call. Chairman Clement asked Mr. Dean to look at the ZBA's enforcement for that building and report back at the next meeting. He also has a problem as to where eight additional chairs will go, but first determine whether the ZBA has come up with a decision about the seating.

**e. Town Manager's Report**

Mr. Dean talked about the following:

- Acknowledgement of Nancy Merrill's room rededication, commenting it was a nice ceremony and it is an important room for the community.
- A call from a concerned resident about the intersection of Watson Road and Oakland Road

- Update on the town pool opening June 8 and the reason it's so late is because the town hires a lot of college students for personnel and they become available after June 1<sup>st</sup>.
- The new vactor truck lease/purchase documents are being worked on.
- Fire training
- Thanking Selectwoman Gilman for her work on the Memorial Day Parade
- Victoria Arlen signed picture which will be hung in the Nowak Room in Exeter.
- Selectman Ferraro asked Mr. Dean to address jaywalking in the town and Mr. Dean said he would bring it up to Chief Kane.

**f. Legislative Update**

No legislative update to report.

**g. Selectmen's Committee Reports**

Selectman Ferraro reported Planning Board met and discussed TIF. He said he has Planning Board next Thursday (June 13) and Water and Sewer Committee next Wednesday (June 12).

Vice Chairman Chartrand attended the meeting of the Tax Increment Finance Work Group. He said the group is preparing for their presentation for the Selectboard. He also mentioned he participated in the Memorial Day Parade and thanked Selectwoman Gilman for her work on it.

Selectwoman Gilman thanked all who participated in the Memorial Day Parade. She said the 375<sup>th</sup> met and went over the budget. She also talked about Women in GOP meeting in June, saying there was a meeting at the Congregational Church on June 14 at 6:00 pm and a Tea Party and Garden Tour on June 22 from 2-4 pm.

Selectman Quandt said he had nothing to report but thanked Selectwoman Gilman for her work on the Memorial Day Parade.

Chairman Clement thanked Selectwoman Gilman for her work on the Memorial Day Parade and ceremonies. He mentioned that the town clerk is moving temporarily to the Wheelwright Room so the current office can be redone. He talked about an

invitation from Brentwood to attend a regional meeting on June 5, but wasn't sure of the time.

**j. Correspondence**

Chairman Clement went talked about the following correspondence:

- Restoring the L-Chip funding
- A letter from Exeter Farms
- An email from Kate Cook
- A note about funding
- There is a Selectman's work session this Friday, June 7, 2013 in the Nowak Room.

**7. Review Board Calendar**

The next scheduled meeting will be June 17, 2013.

A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to go to a non-public session under 91-A:2, exceptions A, C, and E. On a roll call vote, the motion carried – all in favor.

The Board emerged from non public session at approximately 10:30 p.m.. Selectman Quandt moved to adjourn, seconded by Selectwoman Gilman. The Board stood adjourned at 10:30 p.m..

Respectively submitted,

Nicole McCormack  
Recording Secretary

Appointments – June 17, 2013

Christina Hardy – Planning Board Alternate – Term to expire 4/30/15

**MITCHELL MUNICIPAL GROUP, P.A.**

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May 31, 2013

Russ Dean, Town Manager  
Town of Exeter  
10 Front Street  
Exeter, NH 03833

Re: Emergency Lanes

Dear Russ:

You have asked for our input on declaring private and Class VI roads emergency lanes, and specifically on the requests from many residents of Connie Road that the road be graded.

Towns may declare Class VI or private roads to be emergency lanes pursuant to RSA 231:59-a. Such a designation allows, but does not require, the town to spend highway funds on these roads; something which is generally prohibited by RSA 231:59.

Several questions have arisen regarding the wisdom and process of declaring Connie Road an emergency lane so that the town may legally spend money grading the road.<sup>1</sup> Let me begin with what an emergency lane is and is not. An emergency lane is merely a designation which allows the town to spend public money maintaining the road. Whether to designate a road an emergency lane is at the "sole and unfettered discretion" of the selectmen, and no person is entitled to damages by virtue of the creation of emergency lanes, the failure to create them, the maintenance of them, or the failure to maintain them. Declaring a road an emergency lane does not alter the classification or legal status of the road.

The process to declare a road an emergency lane is relatively simple. The selectmen must hold a public hearing to declare the road an emergency lane and must make written findings, recorded in the minutes, that there is a public need for keeping the road passable by emergency vehicles which surpasses or is different from private benefits to landowners abutting the road. Connie Road appears to be a private road.<sup>2</sup> Therefore, if the town seeks to declare it an emergency lane, it must give notice to all persons known to have a legal interest in the way at least 10 days prior to the required public hearing. The emergency lane designation shall not be made if any person with a legal right to deny permission objects. It is our opinion that not every person who has a

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<sup>1</sup>I understand that at the present time the town plows and sands the road in the winter pursuant to a 1989 town meeting vote.

<sup>2</sup>Although the town took a tax deed to the road in 2007 from an unknown owner, such deeds give the town questionable title, particularly where it seems clear that in 1978, Chester Simpson owned the road.

Russ Dean, Town Manager  
May 31, 2013  
Page 2

right to use the road has a right to deny permission. Instead, in this case, it would be the owner of the road who would have that right. Should the selectmen declare Connie Road an emergency lane, that declaration may be rescinded or disregarded at any time without notice.

It has been suggested that prior to designating any road an emergency lane, the town should adopt a policy to govern such designations, as the Town of Nottingham has done. The town is certainly free to do so (although if it does, I have some proposed edits to the Nottingham policy), but is not obligated to do so. RSA 231:59-a is one of the very few statutes which allows the selectmen to act with unfettered discretion.<sup>3</sup> Adopting a policy limits that discretion, so if the town does adopt a policy, it will want that policy to be written quite broadly.

It has also been suggested that declaring Connie Road an emergency lane will open the town up to other requests for emergency lane designations, which will increase the town's budget for road maintenance. This may be true; however, the town will retain the right to deny requests for emergency lane status, and, of course, any such designation will require a finding that the designation is in the public interest. Should the town declare Connie Road or other roads to be emergency lanes, it should specify the type and amount of maintenance which will be done and budget for that maintenance accordingly.

Please let me know if I can offer any additional assistance on this, or any other, matter. Thank you.

Sincerely,



Laura Spector-Morgan  
[laura@mitchellmunigroup.com](mailto:laura@mitchellmunigroup.com)

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<sup>3</sup>Obviously, this discretion must be exercised in good faith.

# TITLE XX

## TRANSPORTATION

### CHAPTER 231

#### CITIES, TOWNS AND VILLAGE DISTRICT HIGHWAYS

#### Repair of Highways by Towns

##### Section 231:59-a

###### **231:59-a Emergency Lanes. –**

I. Notwithstanding RSA 231:59 or any other provision of law, a town may raise and appropriate, and the selectmen may expend, money for the repair of any class VI highway or private way which has been declared an emergency lane under paragraph II. Such repair may include removal of brush, repair of washouts or culverts, or any other work deemed necessary to render such way passable by firefighting equipment and rescue or other emergency vehicles. A capital reserve fund under RSA 35 or a trust fund under RSA 31:19-a may be established for this purpose.

II. No expenditures shall be made under paragraph I unless the selectmen, following a public hearing, declare the relevant class VI highway, private way, or portion thereof, as an emergency lane, and make written findings, recorded in the minutes of the meeting, that the public need for keeping such lane passable by emergency vehicles is supported by an identified public welfare or safety interest which surpasses or differs from any private benefits to landowners abutting such lane.

III. In the case of a private way, notice shall be mailed to all persons known to have a legal interest in the way, 10 days prior to the hearing, and the emergency lane shall not be declared if permission is denied by any person with a legal right to deny such permission. Neither the appearance nor non-appearance of such persons at the hearing shall prevent such permission from later being denied or withdrawn.

IV. A declaration under this section may be rescinded or disregarded at any time without notice. This section shall not be construed to create any duty or liability on the part of any municipality toward any person or property. Utilization of this section shall be at the sole and unfettered discretion of a town and its officials, and no landowner or any other person shall be entitled to damages by virtue of the creation of emergency lanes, or the failure to create them, or the maintenance of them, or the failure to maintain them, and no person shall be deemed to have any right to rely on such maintenance. This section shall not be deemed to alter the classification or legal status of any highway or private way, or to limit or restrict the authority of towns to regulate the use of class VI highways pursuant to such statutes as RSA 41:11, RSA 236:9--13, and RSA 674:41, or to authorize any person to pass over any private way when permission has been denied. This section shall not be deemed to alter the duties or powers of any party under RSA 227-L concerning forest fires.

**Source.** 1994, 80:1. 1995, 299:12, eff. Jan. 1, 1996.

Street Name	Street Status	Miscellaneous
A STREET	PRIVATE	Exeter & Hampton Trailer Park
ALDER STREET	PRIVATE	Lindenshire
ALUMNI DRIVE	PRIVATE	Hospital Road
B STREET	PRIVATE	Exeter & Hampton Trailer Park
BROOKSIDE DR.	PRIVATE	off Epping Rd
C STREET	PRIVATE	Exeter & Hampton Trailer Park
CAMELOT DRIVE	PRIVATE	Sherwood Forrest
CANTERBURY DRIVE	PRIVATE	Sherwood Forrest
CEDAR ST.	PRIVATE	
CHADWICK LANE	PRIVATE	PEA
CHARRON CIRCLE	PRIVATE	Off of Hall Place
CHERRY ST.	PRIVATE	Lindenshire
COACH RD.	PRIVATE	
* CONNIE RD.	PRIVATE	1989 warrant, provide plow/sand/salt
CORNWALL ST.	PRIVATE	Lindenshire
D STREET	PRIVATE	Exeter & Hampton Trailer Park
DEEP MEADOW LANE	PRIVATE	Deep Meadow Trailer Park
DONNA DRIVE	PRIVATE	Deep Meadow Trailer Park
DOW ST.	PRIVATE	
ERNEST AVE.	PRIVATE	
EXETER HIGHLANDS DRIVE	PRIVATE	
EXETER WOODS	PRIVATE	
FIRST ST.	PRIVATE	Pinecrest Trailer Park
FRIAR TUCK DRIVE.	PRIVATE	Sherwood Forrest
* GILMAN LANE	PRIVATE	PEA
HEMLOCK ST.	PRIVATE	
HILTON AVE.	PRIVATE	Lindenshire
* INDIAN TRAIL ROAD	PRIVATE	1990 warrant, plow and sand
JOANNE COURT	PRIVATE	Deep Meadow Trailer Park
JUNIPER ST.	PRIVATE	Lindenshire
KING ARTHUR'S COURT	PRIVATE	Sherwood Forrest
KING WAY AVE.	PRIVATE	5/28/98 memo (proposed?)
LANE COURT	PRIVATE	
LEXINGTON CT.	PRIVATE	
LILAC AVE.	PRIVATE	Lindenshire
LINDEN FIELDS	PRIVATE	
LINDENSHIRE AVE.	PRIVATE	
LITTLE JOHN	PRIVATE	Sherwood Forrest
MAID MARION	PRIVATE	Sherwood Forrest
MORTON STREET .	PRIVATE	Lindenshire
NOTTINGHAM DR.	PRIVATE	Sherwood Forrest
OAK HILL LANE	PRIVATE	
PEACH ST.	PRIVATE	Lindenshire
PECAN ST	PRIVATE	Lindenshire
PINE MEADOWS RD	PRIVATE	
PLUM ST.	PRIVATE	Lindenshire
POPLAR ST.	PRIVATE	Lindenshire

ROBIN HOOD DR.	PRIVATE	Sherwood Forrest
* RUNAWIT ROAD	PRIVATE	1990 warrant, plow and sand
SAGAMORE DRIVE	PRIVATE	
SECOND ST.	PRIVATE	Pinecrest Trailer Park
SEMINARY LANE	PRIVATE	school dept. (town) Aldo St.
SIR LANCELOT DR.	PRIVATE	Sherwood Forrest
* SPLIT ROCK RD.	PRIVATE	1990 warrant, plow and sand
SUMAC STREET	PRIVATE	Lindenshire
VALLEY LANE	PRIVATE	
VINCENT ST.	PRIVATE	Lindenshire
WANDA LANE	PRIVATE	Lindenshire
WAYLAND CIRCLE	PRIVATE	
WILLOW STREET	PRIVATE	Lindenshire
WINDSOR DRIVE	PRIVATE	
* water st behind stores		

2316-0193

TOWN WATER LINE EASEMENT

19180

REC'D JUL 14 1978

KNOW ALL MEN BY THESE PRESENTS, That I, L. CHESTER SIMPSON of Exeter, County of Rockingham, State of New Hampshire, for consideration paid, grant to the TOWN OF EXETER, a municipal corporation, in the County of Rockingham, State of New Hampshire, its successors and assigns, the right to construct, reconstruct, maintain, replace, and remove pipes, mains and appurtenances incident to the operation of a municipal water line within and beneath two certain rights of way known as the Stony Water Road and Connie Road, which is also known as the Swasey right-of-way. Stony Water Road and Connie Road are situate in said Exeter and run generally in a westerly direction from Cross Road, so-called.

The Town of Exeter hereby covenants for itself, its successors and assigns, that in constructing and maintaining said water line it will use diligence and care so as not to disrupt existing facilities for gas, electricity, or other utility which may pass over or under the described premises.

The Town of Exeter shall have the right from time to time to cut, remove and keep removed any tress, undergrowth and any other obstructions that may injure, endanger or interfere with the construction, reconstruction, maintenance, operation or replacement of the water line.

It is agreed that the pipes, mains, or valves and appurtenances of said water line shall be and remain the property of the Town of Exeter, its successors and assigns.

This is not homestead property.

WITNESS \_\_\_ hand and seal this 12<sup>th</sup> day of July, 1978.

Witness:

*Donald E. Clark*

*L. Chester Simpson*  
L. Chester Simpson

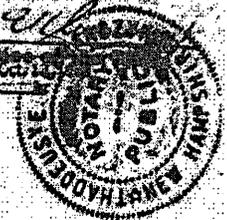
THE STATE OF NEW HAMPSHIRE  
ROCKINGHAM, SS.

July 12, 1978

Personally appeared the above-named L. CHESTER SIMPSON and acknowledged the foregoing instrument to be his voluntary act and deed. Before me,

*Thurston Williams*  
Notary Public/Justice

My commission expires October 1, 1981



TOWN WATER LINE EASEMENT

2319-0307

KNOW ALL MEN BY THESE PRESENTS, That we, ORRIN FRANCIS BARNHAM-WHITE, JR., a/k/a ORRIN FRANCIS BARNHAM-WHITE, JR., of Exeter, County of Rockingham, State of New Hampshire, and MARION B. WHITE of Boston, County of Suffolk, Commonwealth of Massachusetts, for consideration paid, grant to the TOWN OF EXETER, a municipal corporation, in the County of Rockingham, State of New Hampshire, its successors and assigns, the right to construct, reconstruct, maintain, replace, and remove pipes, mains and appurtenances incident to the operation of a municipal water line beneath the following described parcel of land:

A certain parcel of land situate in Exeter, County of Rockingham, State of New Hampshire, on the northerly side of Connie Road, so-called, also known as the Swasey right-of-way, and on the southerly side of Stony Water Road, so-called, bounded and described as follows:

Beginning at a point on the southerly side of said Stony Water Road at the northeasterly corner of the premises of the grantors at land of Richard Edison; thence running southerly 210 feet, more or less, along land of Richard Edison to the northerly sideline of said Connie Road; thence running westerly along said Connie Road a distance of 10 feet to a point at other land of the grantors; thence turning and running northerly and parallel to the first mentioned boundary a distance of 210 feet, more or less, to the southerly side of Stony Water Road; thence turning and running easterly along said southerly sideline of Stony Water Road a distance of 10 feet to land of Edison at the point begun at.

The Town of Exeter hereby covenants for itself, its successors and assigns, that in constructing and maintaining said water line it will use diligence and care so as not to disrupt existing facilities for gas, electricity, or other utility which may pass over or under the described premises.

The grantors reserve for themselves, their heirs and assigns the right to use the soil on said easement provided such use does not interfere with or obstruct the rights herein granted and that the Town of Exeter shall have the right from time to time to cut, remove and keep removed any trees, undergrowth, and any other obstructions that may injure, endanger or interfere with the construction, reconstruction, maintenance, operation, or replacement of the water line.

It is agreed that the pipes, mains, or valves and appurtenances of said water line shall be and remain the property of the Town of Exeter, its successors and assigns.

The Town of Exeter agrees that the grantors shall have the right to tie into said water line for purposes of securing public water supply for any dwelling or structure the grantors may erect on the premises owned by them, subject to the water regulations of the Town of Exeter.

The grantors are unmarried.

This is homestead property.

WITNESS our hand and seal this 10<sup>th</sup> day of August, 1978.

Witness:

*Robert Shea*  
*G. Bell*

*Orrin Francis Barnham-White, Jr.*  
Orrin Francis Barnham-White, Jr.  
*Marion B. White*  
Marion B. White

THE STATE OF NEW HAMPSHIRE  
ROCKINGHAM, SS.

*August 10, 1978*

Personally appeared the above-named ORRIN FRANCIS BARNHAM-WHITE, Jr. and MARION B. WHITE and acknowledged the foregoing to be their voluntary acts and deeds. Before me,

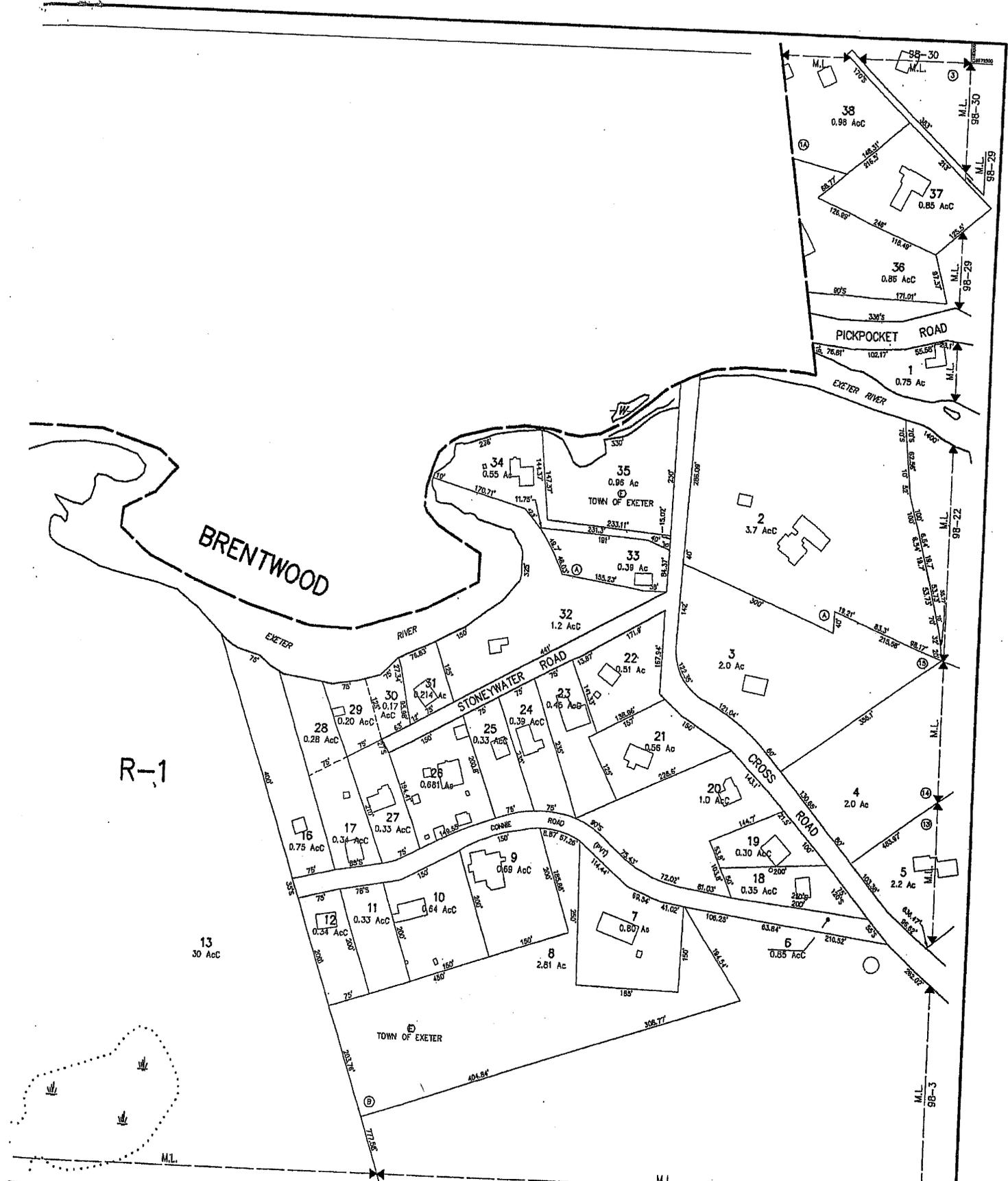
*Robert Shea*  
Notary Public/Justice of the Peace

78 AUG 21 5 2 06

REC'D ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

23298

*Record in the office of town clerk  
in book 71 474 at 8:00 am Monday August 20, 1978*



**LEGEND**

- EXEMPT PROPERTY. (Symbol: circle with dot)
- SUBDIVISION LOT NO. (Symbol: circle with number)
- ZONE LIMIT (Symbol: dashed line)
- RIGHT OF WAY (Symbol: double line)
- COMMON OWNERSHIP (Symbol: diagonal lines)
- BUILDING (Symbol: rectangle)
- WETLANDS (Symbol: wavy lines)

**SCALE** 1" = 100'

FEET: 0, 50, 100, 200, 300

METERS: 0, 25, 50, 75

REVISED TO: APRIL 1, 2005

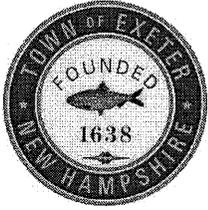
PROPERTY MAPS  
**EXETER**  
 NEW HAMPSHIRE

**INDEX DIAGRAM**

78	79
88	89
100	101

**MAP NO.**  
 99





# TOWN OF EXETER, NEW HAMPSHIRE

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 772-4709

[www.exeternh.gov](http://www.exeternh.gov)

DATE: June 17, 2013  
TO: Chief of Police  
Town of Exeter, New Hampshire  
SUBJECT: Warrant for Unlicensed Dogs

Pursuant to NH RSA 466:14, entitled "Warrants, Proceedings", you are hereby directed to proceed with the issuance of a civil forfeiture for EACH unlicensed dog or seize any unlicensed dog for holding in an appropriate holding facility for a period of seven (7) days, after which title to the dog shall pass to the said holding facility.

Pursuant to NH RSA 466:16, entitled "RETURNS", you have until July 30<sup>th</sup> to return this warrant with a statement as to the number of owners who received and paid the civil forfeiture, and the number of dogs who have been seized and held under the provisions of RSA 466:14, and the number of owners who have received summons to DISTRICT COURT for failure to pay the civil forfeiture pursuant to RSA 466:13, or to license the dog(s) pursuant to RSA 466:1. All fees collected shall be turned over to the Town Clerk for processing.

Signatures to the Warrant attest:

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

SELECTMEN FOR THE TOWN OF EXETER

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2013

**TOWN OF EXETER  
MEMORANDUM**

TO: Board of Selectmen  
FROM: Russ Dean, Town Manager  
RE: Quotes for Financing – Vactor Truck  
DATE: June 14, 2013

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The Finance Department, including the Town Treasurer, solicited multiple quotes for Financing from various financial institutions for the financing of the sewer vactor truck.

The quotes were obtained from the following:

Provident Bank – 1.59%, 5 year term  
Tax Exempt Leasing Corp. – 1.89%, 5 year term  
Cal First National Bank – 2.52%, 5 year term  
All American Investment Group, LLC – 2.94%, 5 year term

Based on these quotes, it is the recommendation of the Finance Department to finance the sewer vactor truck through Provident Bank in accordance with the amortization schedule attached.



**ABSENTEE  
OFFICIAL BALLOT  
ANNUAL TOWN ELECTION  
EXETER, NEW HAMPSHIRE  
MARCH 12, 2013**

BALLOT 3 OF 3

*Andria J. Keller*  
TOWN CLERK

**ARTICLES CONTINUED**

Article 22

Shall the Town vote to raise and appropriate the sum of two-hundred fifty thousand dollars (\$250,000), to be added to the Town's paving budget, for the purpose of paving town roads. (Majority vote required) Recommended by the Board of Selectmen.

1331  
YES   
NO   
463

Article 23

Shall the Town vote to raise and appropriate the sum of one-hundred and fifty thousand dollars (\$150,000) for the purpose of designing necessary improvements to defective culverts located under Court Street and under Linden Street. (Majority vote required) Recommended by the Board of Selectmen

1267  
YES   
NO   
573

Article 24

Shall the Town vote to authorize the Board of Selectmen to enter into a lease/purchase agreement for the purpose of lease/purchasing a replacement for the 1994 Ladder Truck for the Exeter Fire Department, and to raise and appropriate the sum of one-hundred seven thousand and two hundred fifty dollars (\$107,250), which represents the first of 10 annual payments (a total of \$961,125), for that purpose. This lease/purchase will contain an escape (non-appropriation) clause. (Majority vote required) Recommended by the Board of Selectmen

970  
YES   
NO   
801

Article 25

Shall the Town vote to raise and appropriate, through special warrant article, the sum of one-hundred three thousand and three hundred ninety-five dollars (\$103,395), for the support of various human service agencies that will serve Exeter residents in 2013:

Agency	Amount
A Safe Place	\$ 5,500
Area Home Care	\$ 13,000
Big Brother/Big Sister	\$ 9,000
Child and Family Services	\$ 11,000
Crossroads House	\$ 3,500
Families First	\$ 3,000
Great Bay Kids	\$ 2,495
Meals on Wheels - Food	\$ 7,800
New Generation Shelter	\$ 2,000
New Outlook Teen Center	\$ 2,700
NHSPCA	\$ 1,400
Richie McFarland Center	\$ 6,300
Rockingham Community Action	\$ 11,000
RSVP Friends Program	\$ 2,200
Seacare Health Services	\$ 5,000
Seacoast Family Promise	\$ 1,000
Seacoast Mental Health	\$ 8,500
Seacoast VNA	\$ 5,000
Sexual Assault Support Services (SASS)	\$ 3,000

Total \$103,395

(Majority vote required) Recommended by the Board of Selectmen

1460  
YES   
NO   
353

Article 26

Shall the Town vote to authorize the Board of Selectmen to enter into a lease/purchase agreement for the purpose of lease/purchasing a replacement for the sewer system "vacor truck" for the Exeter Sewer Department, and to raise and appropriate the sum of eighty-nine thousand six hundred and forty-three dollars (\$89,643), which represents the first of 5 annual payments (a total of \$424,831), for that purpose. The lease/purchase payments will be paid for by the sewer fund, with this first year payment coming from sewer fund surplus. This lease/purchase will contain an escape (non-appropriation) clause. (Majority vote required) Recommended by the Board of Selectmen

1079  
YES   
NO   
679

**TURN BALLOT OVER AND CONTINUE VOTING**

## TAX-EXEMPT MUNICIPAL LEASE PURCHASE AGREEMENT

**Lessee:**  
**Town of Exeter**  
**10 Front Street**  
**Exeter, NH 03833**

**Lessor:**  
**The Provident Bank**  
**5 Market Street**  
**Amesbury, MA 01913**

**Dated as of June \_\_\_, 2013**

This Tax-Exempt Municipal Lease Purchase Agreement dated as of the date listed above is between Lessor and Lessee listed directly above. Lessor desires to lease the Equipment described in Equipment Schedule to be attached hereto to Lessee and Lessee desires to lease such Equipment from Lessor subject to the terms and conditions of the Agreement, which are set forth below, and the applicable schedule.

### **I. Definitions:**

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the content clearly requires otherwise:

“Agreement” means this Lease Purchase Agreement.

“Budget Year” means the Lessee’s fiscal year.

“Commencement Date” is the date when Lessee’s obligation to pay rent begins.

“Equipment” means the items of Equipment listed on Exhibit “A” to each Schedule and all replacements, restorations, modifications and improvements.

“Lease” means this Agreement and an Individual Schedule hereto, which shall collectively constitute the terms and conditions applicable to the lease of the Equipment subject thereto.

“Lessor” means the entity originally listed above as Lessor or any of its assignees.

“Lease Term” means the Original Term and all Renewal Terms applicable to a Lease.

“Original Term” means the period from the Commencement Date until the end of the Budget Year of Lessee.

“Renewal Term” means the annual term which begins at the end of the Original Term and which is simultaneous with Lessee’s Budget Year.

“Rental Payments” means the payments Lessee is required to make under this Agreement as set forth on Exhibit “B” to each Schedule made subject thereto.

“Schedule” means a schedule substantially in the form attached hereto and all exhibits thereto.

“State” means the state in which Lessee is located.

### **II. Lessee Warranties, Representations and Covenants**

Section 2.01. With respect to this Lease, Lessee represents, warrants and covenants as follows for the benefit of Lessor or its assignees:

- (a) Lessee is the State or a political subdivision of the State within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”) or a constituted authority authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of the treasury regulations promulgated under the Code.
- (b) Lessee is authorized under the Constitution and laws of the State (including, specifically RSA 33:7-e) to enter into this Agreement and each Schedule, and has used such authority

to properly execute and deliver this Agreement and each Schedule. Lessee has followed all proper procedures of its governing body in executing this Agreement and each Schedule. The Officer of Lessee executing this Agreement and each Schedule has the authority to execute and deliver this Agreement and such Schedule. This Agreement and each Schedule constitute a legal, valid, binding and enforceable obligation of the Lessee in accordance with their terms.

- (c) Lessee has complied with all statutory laws and regulations that may be applicable to the execution of this Agreement and each Schedule
- (d) Lessee shall use the Equipment only for essential, traditional government purposes.
- (e) Should the Lessee cease to be an issuer of tax exempt obligations or if the obligation of Lessee created under any Lease ceases to be a tax exempt obligation for any reason, then Lessee shall be required to pay additional sums to the Lessor or its assignees or its assignees so as to bring the after tax yield on any Lease to the same level as the Lessor or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Lessee has never failed to appropriate funds under an agreement similar to this Agreement.
- (g) Lessee will submit to the Secretary of the Treasury an information reporting statement as required by the Code with respect to each Lease.
- (h) Upon request by Lessor, Lessee will provide Lessor with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Lessee shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 2 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Lessee presently intends to continue each Lease for the Original Term and all Renewal Terms as set forth on Exhibit "B" to the Schedule relating thereto. The official of Lessee responsible for budget preparation will include in the budget request for each Budget Year the Rental Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (k) Lessee agrees and acknowledges that the amount of the Rental Payments due hereunder includes an interest component that assumes that (i) such interest will not be included in the adjusted gross income of Lessor for federal income tax purposes pursuant to Section 103 of the Code; and (ii) the Lease has been designated as a "qualified tax exempt obligation" under Section 265(b)(3) of the Code. As such, Lessee covenants to comply with all applicable provisions of the Code (and the regulations promulgated thereunder) in order to maintain the foregoing federal tax status of the Lease and the interest components thereof. To that end (i) Lessee will not use or permit the use of the Equipment in such manner so as to cause the Lease to become a "private activity bond" under Section 141 of the Code; (ii) Lessee will expend the sums made available to it hereunder within at least six months of the receipt of the same and will not invest such sums at a yield in excess of that utilized to compute the interest component of each Rental Payment; and otherwise will refrain from any activity that would constitute the Lease as an "arbitrage bond" under Section 148 of the Code; (iii) Lessee will comply with the rebate provisions of Section 148 of the Code and represents and covenants that all sums made available to it under the Lease will be spent as follows: (A) 15% within 6

months; (B) 60% within 12 months; and (C) 100% within 18 months; and that if such sums are not paid as aforesaid that it will compute and pay to the federal government that rebatable arbitrage required under Section 148 of the Code; (iv) Lessee hereby designates the Lease as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Code; and (v) Lessee agrees to timely file IRS Form 8038-G or 8038-GC, as applicable.

Section 2.02. Escrow Agreement. In the event both Lessor and Lessee mutually agree to utilize an escrow account, then immediately following the execution and delivery of any Schedule, Lessor and Lessee agree to execute and deliver and to cause an escrow agent to execute and deliver an escrow agreement. Such Lease shall take effect only upon execution and delivery of the escrow agreement by the parties thereto. Lessor shall deposit or cause to be deposited with the escrow agent for credit to an equipment acquisition fund the sum specified in such Schedule which shall be held, invested and disbursed in accordance with the escrow agreement.

### **III. Acquisition of Equipment, Rental Payments and the Purchase Option Price**

Section 3.01. Acquisition: Lessee shall advise Lessor of its desire to lease Equipment and of the desired lease terms. Upon agreement by Lessor and Lessee as to the lease of such Equipment and such terms. Lessee shall be solely responsible for the ordering of the Equipment and the delivery and installation thereof. Lessor shall furnish to Lessee a Schedule relating to such Equipment, which shall become effective upon the execution and delivery of such Schedule, all documents contemplated hereby and thereby with respect to such Schedule, and the earlier of Lessee's written acceptance of such Equipment or the deposit into escrow of moneys to pay for such Equipment as provided in Section 2.02. Nothing herein shall obligate Lessor to lease any Equipment to Lessee until Lessor shall have concurred in writing to the lease of such Equipment.

Section 3.02. Rental Payments. Lessee shall pay Rental Payments exclusively to Lessor or its assignees in lawful, legally available money of the United States of America. The Rental Payments shall be sent to the location specified by the Lessor or its assignees. The Rental Payments shall constitute a current expense of the Lessee and shall not constitute an indebtedness of the Lessee. A portion of each Rental Payment is paid as, and represents payment of interest in such amount as is identified on Exhibit B. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum rate permitted by law, whichever is less. The Rental Payments will be payable without notice or demand.

Section 3.03. Rental Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE.

Section 3.04. Purchase Option Price. With respect to each Schedule, upon 30 days written notice, Lessee shall have the option to purchase the Equipment by paying the Purchase

Option Price which is listed on Exhibit B to such Schedule. If Lessee chooses this option and pays the Purchase Option Price to Lessor then Lessor will transfer any and all of its rights, title and interest in the Equipment to Lessee.

Section 3.05. Lease Term. The Lease Term of each Lease shall be the Original Term and all Renewal Terms thereunder until all the Rental Payments due thereunder are paid as set forth in the applicable Schedule except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Lessee has not terminated a Lease pursuant to Section 4.01 hereof then the Lease Term for such Lease shall be extended into the next Renewal Term and the Lessee shall be obligated to make the Rental Payments that come due during such Renewal Term.

Section 3.06. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY LESSEE.

#### **IV. Non-Appropriation**

Section 4.01. Non-Appropriation. If insufficient funds are available in Lessee's budget for the next Budget Year to make the Rental Payments for the next Renewal Term under any Lease, then Lessee shall have the option to non-appropriate the funds to pay the Rental Payments for the next Renewal Term with respect to such Lease. Lack of a sufficient appropriation shall be evidenced by action taken by Lessee's legislative body to: (i) defeat an appropriation contained in a separate warrant article that proposes to pay a Rental Payment; (ii) delete a purpose contained in Lessee's budget providing for payment of the Rental Payment; or (iii) reduce to zero an amount contained in Lessee's budget providing for payment of the Rental Payment. If Lessee chooses this option, then all obligations of the Lessee under such Lease regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Lessee of any kind provided that if Lessee has not delivered possession of the Equipment subject to such Lease to Lessor as provided herein and conveyed to Lessor or released its interest in such Equipment by the end of the last Budget Year for which Rental Payments were paid, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit "B" to the Schedule for such Lease which are attributable to the number of days after such Budget Year during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. Lessee shall immediately notify the Lessor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Lessee shall deliver the Equipment to Lessor or to a location designated by Lessor at Lessee's expense. Lessee shall be liable for all damage to the Equipment other than normal wear and tear. If Lessee fails to deliver such Equipment to Lessor, then Lessor may enter the premises where such Equipment is located and take possession of the Equipment and charge Lessee for costs incurred.

## V. Insurance, Damage, Insufficiency of Proceeds, Indemnification

Section 5.01. Insurance. Lessee shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Lessee shall be solely responsible for selecting the Insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the term of any Lease. Lessee shall provide Lessor with a Certificate of Insurance, which lists the Lessor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Lessee shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Lessor from liability and property damage in any form and amount satisfactory to Lessor.
- (c) Provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in (a) and (b) above. Lessee shall furnish Lessor evidence of such self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Lessor and its assignees are named additional insured and loss payees and that all losses are payable to Lessee and Lessor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Lessor or its assignees. Lessee shall furnish to Lessor certificates evidencing such coverage throughout each Lease Term.

Section 5.02. Damage to or Destruction of Equipment. Lessee assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty. Lessee will immediately report all such losses to all possible insurers and take the proper procedures to attain all insurance proceeds. At the option of Lessor, Lessee shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03. Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Lessee shall, at the option of Lessor, either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Lessor.

Section 5.04. Lessee Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any state or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Lessee which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses including reasonable attorneys' fees of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

#### **VI. Title and Security Interest**

Section 6.01. Title. Title to the Equipment shall vest in Lessee when Lessee acquires and accepts the Equipment, subject, however, to Lessor's rights under this Lease. Title to the Equipment subject to a Lease will automatically transfer to the Lessor in the event Lessee non-appropriates under Section 4.01 with respect to such Lease or in the event Lessee defaults under Section 9.01 with respect to such Lease. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment subject to such Lease to Lessor.

Section 6.02. Security Interest. To secure the payment of all Lessee's obligations under each Lease, Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit "A" to each Schedule. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Lessee agrees that Lessor or its assignee may execute such additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Lessee which Lessor deems necessary or appropriate to protect Lessor's interest in the Equipment and in this Agreement and each Lease. Lessee authorizes Lessor to record such documentation as necessary for Lessor to perfect its security interest.

#### **VII. Assignment**

Section 7.01. Assignment by Lessor. All of Lessor's rights, title and/or interest in and to each Lease may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees (including a registered owner for lease participation certificates) by Lessor at any time without the consent of Lessee. No such assignment shall be effective as against Lessee until the assignor shall have filed with Lessee written notice of assignment identifying the assignee. Lessee shall pay all Rental Payments due under each Lease to or at the

direction of Lessor or the assignee named in the notice of assignment. Lessee shall keep a complete and accurate record of all such assignments.

Section 7.02. Assignment by Lessee. None of Lessee's right, title and interest under this Agreement, each Lease and in the Equipment may be assigned by Lessee unless Lessor approves of such assignment in writing before such assignment occurs and only after Lessee first obtains an opinion from nationally recognized bond counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

#### **VIII. Maintenance of Equipment**

Section 8.01. Lessee shall keep the Equipment in good repair and working order. Lessor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Lessee will be liable for all damage to the Equipment, other than normal wear and tear, caused by Lessee, its employees or its agents. Lessee shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicles, then Lessee is responsible for obtaining such titles from the State and also for ensuring that Lessor is listed as first lien holder on all of the titles. Lessee shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C 6901 et. seq. Lessee shall not during the term of this Agreement create, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Agreement. The Equipment is and shall at all times be and remain personal property. Lessee shall allow Lessor to examine and inspect the Equipment at all reasonable times.

#### **IX. Default**

Section 9.01. Events of Default defined. The following events shall constitute an "Event of Default" with respect to a Lease.

- (a) Failure by Lessee to pay any Rental Payment listed on Exhibit "B" to the Schedule for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit "B".
- (b) Failure by Lessee to observe and perform any warranty, covenant, condition, promise or duty under this Agreement or the Schedule for a period of thirty (30) days after written notice specify such failure is given to Lessee by Lessor, unless Lessor agrees in writing to an extension of time. Lessor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Lessee. Subsection (c) does not apply to Rental Payments and other payments discussed above.
- (c) Any statement, material omission, representation or warranty made by Lessee in or pursuant to this Agreement or the Schedule which proves to be false, incorrect or misleading on the date when made regardless of Lessee's intent and which materially adversely affects the rights or security of Lessor, under this Agreement or the applicable Schedule.
- (d) Any provision of this Agreement or the Schedule which ceases to be valid for whatever reason and the loss of such provision, would materially adversely affect the rights or security of Lessor.

- (e) Lessee admits in writing its inability to pay its obligations. Lessee defaults on one or more of its other obligations. Lessee applies or consents to the appointment of a receiver or a custodian to manage its affairs. Lessee makes a general assignment for the benefit of creditors.

Section 9.02. Remedies on Default. Whenever any Event of Default exists with respect to any Lease, Lessor shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating the Lease, Lessor may declare all Rental Payments and other amounts payable by Lessee thereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating the Lease, Lessor may require Lessee at Lessee's expense to redeliver any or all of the Equipment subject thereto to Lessor to a location specified by Lessor. Such delivery shall take place within 15 days after the event of default occurs. If Lessee fails to deliver such Equipment, Lessor may enter the premises where such Equipment is located and take possession of such Equipment and charge Lessee for cost incurred. Notwithstanding that Lessor has taken possession of such Equipment, Lessee shall still be obligated to pay the remaining Rental Payments under the Lease due up until the end of the then current Original Term or Renewal Term. Lessee will be liable for any damage to such Equipment caused by Lessee or its employees or agents.
- (c) Lessor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights including, without limitation, those available to a secured party under the New Hampshire Uniform Commercial Code.

Section 9.03. No Remedy exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

## **X. Miscellaneous**

Section 10.01. Notices All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02. Binding Effect. This Agreement and each Schedule shall inure to the benefit of and shall be binding upon Lessee and Lessor and their respective successors and assigns.

Section 10.03. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04. Amendments, Addenda, Changes or Modifications. This Agreement and each Lease may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 10.05. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06. Captions. The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 10.07. Entire Writing. This Agreement and all Schedules executed hereunder constitute the entire writing between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement or any Lease shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Agreement or any Lease or the Equipment leased thereunder. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement or any Lease will not be binding on Lessor and will not apply to this Agreement or any Lease.

Section 10.08. Choice of Law, Venue, and Jurisdiction and Venue. Lessee irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in New Hampshire, over any suit, action or proceeding arising out of or relating to this Agreement. Lessee irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Lessee hereby consents to any and all process which may be served in any such suit, action or proceeding. (i) by mailing a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to the Lessee's address shown in this Agreement or as notified to the Lessor and (ii) by serving the same upon the Lessee in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon Lessee.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

**Lessee: Town of Exeter**

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

**Lessor: The Provident Bank**

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



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i> Town Of Exeter 10 Front Street Exeter, NH 03833	<i>Member Number:</i> 170	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
---	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2013	1/1/2014	Each Occurrence	\$ 275,000
			General Aggregate	\$ 275,000
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	
<input type="checkbox"/> <b>Automobile Liability</b>  <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
<input type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>			Statutory	
			Each Accident	\$
			Disease -- Each Employee	\$
			Disease -- Policy Limit	\$
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	

**Description:** Vactor 2115-16" PD Type Sewer Cleaner mounted on an International 7500 Series chassis. The certificate holder is named as an Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

<b>CERTIFICATE HOLDER:</b>	<input checked="" type="checkbox"/>	<b>Additional Covered Party</b>	<input type="checkbox"/>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
The Provident Bank 5 Market St Amesbury, MA 01913					<b>By:</b> <i>Tammy Denver</i>
					<b>Date:</b> 6/13/2013    tdenver@nhprimex.org
					Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	\$
			General Aggregate	\$
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	
<b>Automobile Liability</b>  <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<b>Workers' Compensation &amp; Employers' Liability</b>			Statutory	
			Each Accident	\$
			Disease – Each Employee	\$
			Disease – Policy Limit	\$
<input checked="" type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>	1/1/2013	1/1/2014	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
			ACV	

**Description:** Vactor 2115-16" PD Type Sewer Cleaner mounted on an International 7500 Series chassis. The certificate holder is named as a Loss Payee relative to Equipment Lease, subject to the terms, limits, conditions and exclusions contained in the Primex<sup>3</sup> Public Entity Property Coverage Document. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Loss Payee, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.

<b>CERTIFICATE HOLDER:</b>		<b>Additional Covered Party</b>	<b>X</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
The Provident Bank 5 Market St Amesbury, MA 01913					<b>By:</b> <i>Tammy Denver</i>
					<b>Date:</b> 6/13/2013    tdenver@nhprimex.org
					Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

**Exhibit A  
Equipment Listing**

**Vactor 2115-16" PD Type Sewer Cleaner mounted on an International 7500 Series chassis**

**Exhibit B**  
**Rental Payment Schedule**

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	6/17/2013	369,000.00	1		
2	Payment Fixed Principal (+Int.)	12/17/2013	36,900.00	10	Semiannual	6/17/2018

AMORTIZATION SCHEDULE - U.S. Rule (no compounding), 360 Day Year

	Date	Payment	Interest	Principal	Balance	Payoff
Loan	6/17/2013				369,000.00	
1	12/17/2013	39,882.44	2,982.44	36,900.00	332,100.00	371,982.44
2013 Totals		39,882.44	2,982.44	36,900.00		
2	6/17/2014	39,569.53	2,669.53	36,900.00	295,200.00	334,769.53
3	12/17/2014	39,285.95	2,385.95	36,900.00	258,300.00	297,585.95
2014 Totals		78,855.48	5,055.48	73,800.00		
4	6/17/2015	38,976.30	2,076.30	36,900.00	221,400.00	260,376.30
5	12/17/2015	38,689.47	1,789.47	36,900.00	184,500.00	223,189.47
2015 Totals		77,665.77	3,865.77	73,800.00		
6	6/17/2016	38,391.22	1,491.22	36,900.00	147,600.00	185,991.22
7	12/17/2016	38,092.98	1,192.98	36,900.00	110,700.00	148,792.98
2016 Totals		76,484.20	2,684.20	73,800.00		
8	6/17/2017	37,789.84	889.84	36,900.00	73,800.00	111,589.84
9	12/17/2017	37,496.49	596.49	36,900.00	36,900.00	74,396.49
2017 Totals		75,286.33	1,486.33	73,800.00		
10	6/17/2018	37,196.61	296.61	36,900.00	0.00	37,196.61
2018 Totals		37,196.61	296.61	36,900.00		37,196.61
Grand Totals		385,370.83	16,370.83	369,000.00		

**TOWN OF EXETER  
MEMORANDUM**

TO: Board of Selectmen

FROM: Russ Dean, Town Manager

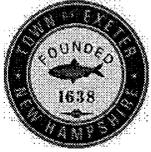
RE: BOS Goals from June 7<sup>th</sup> Meeting

DATE: June 14, 2013

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While the report from Primex is waiting on the follow up goal session, I have documented the goals discussed at the June 7<sup>th</sup>, 2013 meeting of the Board. These goals have specific time frames as discussed, and they were identified as follows:

1. Conduct an all boards meeting by October 1<sup>st</sup>. This meeting would include the planning board, conservation commission, economic development commission, heritage commission, historic district commission, zoning board. A facilitator will be used. The purpose of the meeting would be to seek input from boards, committees, and commissions about where Exeter is today and where it may go 10, 20, 30 years from now. Key areas that would be discussed would be development (current ordinances, rules and regulations), future development desires/opportunities, and housing.
2. Develop a Request for Proposals (RFP) for a Town-wide facilities plan by November 1<sup>st</sup>. This RFP would look at various uses of all town buildings and the subsequent report would recommend a schedule for updating, replacement and/or consolidation of municipal buildings. The local school district would also be invited to participate.
3. Define model for more permanent economic development resources for the Town. Discuss during July meetings of the Board, and get EDC input. Goal to have the model defined by September 1<sup>st</sup> to include in the FY14 budget.
4. Regionalization. Get feedback from Departments on opportunities for regionalization by December 31<sup>st</sup> for further consideration in 2014.



# MEMO

**To:** Board of Selectmen

**Cc:** Russ Dean, Town Manager; Jennifer Perry, DPW Director

**From:** Michael Jeffers, W&S Managing Engineer

**Date:** June 14, 2013

**Ref: General Contractor-Bidder Selection for SWTP Waste Reduction Project**

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On June 3, 2013 the Town received six (6) bids for the Surface Water Treatment Plant (SWTP) Waste Reduction Project. The Instructions and Information for Bidders contained within the Documents and Specifications for Surface Water Treatment Plant Waste Reduction required that the prospective Bidders submit two documents: (1) *Form for General Bid* and (2) *Bid Bond*. The Form for General Bid required submittal of a lump sum cost to perform the Base Bid (Item 1) which was the Basis of Award for the Project. In addition lump sum costs were required for two (2) Additive Alternates (Items 2A and 2B) which were not part of the Basis of Award. The Bid Bond was in the amount of five (5) percent of the value of the Bid.

The six (6) bids submitted for the Base Bid (Item 1), the Basis of Award, are as follows:

1. PRB Construction Inc.	\$108,000
2. Waterline Industries	\$133,847
3. Methuen Construction	\$146,886
4. Penta Corporation	\$166,600

5. Apex Construction	\$174,300
6. Infrastructure Construction Corp.	\$217,000

PRB Construction Incorporated (PRB) of Guilford, New Hampshire submitted the lowest bid in the amount of \$108,000. The difference between the low bid and the second low bid is \$25,847.

Attached is a canvass of bids which summarizes the submitted bids for the Base Bid and for the two (2) Additive Alternates.

Each of the Bidders did provide a Bid Bond in the amount of five (5) percent of his respective Bid value.

The Town's project consultant, Aquagenics Incorporated, has investigated PRB Construction Incorporated's ability to perform the Project. They contacted two of the references submitted by PRB regarding projects for the City of Concord, New Hampshire and for the City of Manchester, New Hampshire. Based on their review of PRB's past and current projects, we have determined that the firm has the ability to complete the Project in a satisfactory, professional manner. Also among its past projects, PRB did perform filter rehabilitation for the Town's surface water treatment plant in 2007.

**Based on the information presented above, it is my opinion that PRB Construction Incorporated of Guilford, New Hampshire having submitted the low bid for the Base Bid work, the required Bid Bond and having strong past and current project references would be well qualified to perform the Work for this Project.**

**CANVASS OF BIDS  
SURFACE WATER TREATMENT PLANT (SWTP) WASTE REDUCTION PROJECT  
TOWN OF EXETER, NH  
BID DATE - JUNE 3, 2013**

ITEM AND DESCRIPTION		Bidder No. 1	Bidder No. 2	Bidder No. 3
		PRB Construction Inc. 25 Country Club Road Gulford, NH 03549 Phone: 603-528-7103 Fax: 603-528-5559 E-Mail: PRB@netroad.net	Waterline Industries 7 Londoni Lane Seabrook, NH 03874 Phone: 603-476-7477 Fax: 603-474-8578 E-Mail: mjg1ard@waterlineind.com	Methuen Construction 40 Lowell Road Salem, NH 03079 Phone: 603-328-2222 Fax: 603-328-2333 E-Mail: fessimating@methuenconstruction.com
Item 1	Work of the Project excluding the Work listed as Additive Alternate Items 2A and 2B (Basis of Award), the Lump Sum of:	\$108,000	\$139,847	\$146,886
2A	All costs of labor, tools, material, and equipment to furnish and install the Recycle Vault Assembly with adjustable weir, access hatch, pipes, couplings, and Checkmate check valve, the Lump Sum of:	\$72,000	\$86,187	\$44,486
2B	All costs of labor, tools, material, and equipment to furnish and install the Floating Pump Assembly including related pipes, valves, fittings, anchoring system, electrical equipment, and all related piping and wiring, the Lump Sum of:	\$68,000	\$44,067	\$59,265
ITEM AND DESCRIPTION		Bidder No. 4	Bidder No. 5	Bidder No. 6
		Penta Corporation 1235 Whittier Highway Moultonboro, NH 03254 Phone: 603-476-5525 Fax: 603-476-5106 E-Mail: pentacorp@roadrunner.com	Apex Construction 8 Amantose Drive Rochester, NH 03868 Phone: 603-330-3600 Fax: 603-330-3690 E-Mail: jeff@apex-construction.com	Infrastructure Construction Corporation 9 Brown Hill Road Bow, NH 03304 Phone: 603-224-1004 Fax: 603-224-1004 E-Mail: wv@iscn-icc@comcast.net
Item 1	Work of the Project excluding the Work listed as Additive Alternate Items 2A and 2B (Basis of Award), the Lump Sum of:	\$166,600	\$174,390	\$217,000
2A	All costs of labor, tools, material, and equipment to furnish and install the Recycle Vault Assembly with adjustable weir, access hatch, pipes, couplings, and Checkmate check valve, the Lump Sum of:	\$56,000	\$62,000	\$91,000
2B	All costs of labor, tools, material, and equipment to furnish and install the Floating Pump Assembly including related pipes, valves, fittings, anchoring system, electrical equipment, and all related piping and wiring, the Lump Sum of:	\$45,000	\$45,000	\$59,000

**CHAPTER 7 CONDUCT REGULATIONS****700 Purpose**

The purpose of this Chapter is to define the various sections relative to public conduct and action within the geographical limits of Exeter.

**701 Unnecessary Noise**

It shall be unlawful for any person, firm or corporation to make, create, maintain or simulate any excessive, unnecessary or unusually loud noises which are prolonged, unusual and unnatural in their time, place and use effect, and are a detriment to public health, comfort, convenience, safety, welfare and prosperity of the residents of the Town of Exeter.

The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of the ordinance, but said numeration shall not be deemed to be exclusive namely:

- 701.1 Radios, Stereos, etc:** The using or operating of any radio receiving set, musical instrument, phonograph or other machine or device for producing or reproducing the sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners thereto. The operation of such between the hours of eleven (11:00) o'clock PM and seven (7:00) o'clock AM in such a manner as to be plainly audible beyond the noisemaker's premises, building, structure or vehicle, as applicable and which is unreasonable and offensive as above described shall be prima facie evidence for a violation of this Section.
- 701.2 Loud Speakers, Amplifiers, Public Address Systems and etc., for Advertising.** The using, operating or permitting to be played, used or operated of any radio receiving set, musical instrument, phonograph, loudspeaker or other machine or device for the producing or reproducing of sound which is used upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any building or structure, without a permit and only between the hours of 8AM and 7PM.
- 701.3 Yelling, Shouting, etc:** Yelling, shouting, hooting, whistling or singing on the public streets between the hours of 11PM and 7AM or at any time or place so as to annoy or disturb the quiet, comfort or repose of persons in any office, or in any dwelling, hotel or other type of residence, or of any persons in the vicinity.
- 701.4 Exhausts and Unloading:** Loading, unloading, opening boxes: The creation of a loud and excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates and containers

between the hours of 11PM and 7AM.

Open Exhausts: The discharge into the open air of any unmuffled exhaust from any engine, mobile or stationary or any compressor unit that emits a noise level at a distance of 50 feet or greater.

701.5 Construction or Repairing of Buildings: The erection (including excavation), demolition, alteration or repair of any building other than between the hours of 7AM and 10PM except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the Building Inspector should s/he determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways between the hours of 10PM and 7AM and if he shall further determine that loss or inconvenience would result to any party in interest, s/he may grant permission for such work to be done within the hours of 10PM and 7 AM upon application being made at the time the permit for the work is awarded or during the progress of the work.

701.6 Schools, Courts, Churches, Hospitals: The creation of any excessive noise on any street adjacent to any school, institution of learning , church or court while the same are in use, or adjacent to any hospital, which unreasonably interferes with the workings of such institution, or which disturbs or unduly annoys patients in the hospital, provided conspicuous signs are displayed in such streets indicating that the same is a school, hospital, church or court.

701.7 Pile Drivers, Hammers, etc: The operation between the hours of 10PM and 7 AM of any pile driver, shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is attended by loud or unusual noise

701.8 Exemptions: Public Works and Public Safety equipment required for the effective delivery of public services shall be exempt from the provisions of this Section.

702 Loitering

Two or more persons shall not loiter, assemble or congregate on any public way or sidewalk, or in any public place in the Town of Exeter, in such a way as to impede the progress of, or cause annoyance to any person, nor shall any person remain upon any public street after being ordered by a Police Officer to move on. Violation of this Section shall be deemed disorderly conduct.

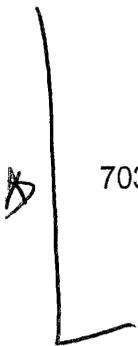
703 Public Drinking

No person shall consume any alcoholic beverage, or have in his/her possession any open container of alcoholic beverage, while upon any public park, playground, sidewalk, commons, town-owned property or any public way within the geographic limits of Exeter.

703.1 No person shall consume any alcoholic beverage, or have in his/her



possession any open container of alcoholic beverage while in any vehicle or while upon a public park, playground, sidewalk, common, town-owned property or any public way within the geographical limits of Exeter.



703.2 Exemptions to this section may be granted by the director of Parks and Recreation and/or the Chief of Police of the Town of Exeter provided, however, that application for same is made in writing fifteen (15) days prior to the scheduled event.

705 Discharging Firearms

No person shall discharge any cannon, pistol or other firearms on the property of GTE Osram/Sylvania located on Portsmouth Avenue in Exeter.

705.1 No person, firm or corporation shall fire or discharge any cannon, gun pistol or other firearm, rocket or squibs within the compact area of the Town of Exeter.

No person, firm or corporation shall, while on the property of another, fire or discharge any cannon, gun pistol or other firearm, rocket or squib within three hundred (300) feet of a dwelling, building or person.

705.2 Compact Area Defined:

Compact area shall mean the area bounded by the Department of Public Works and Highways compact zones.

705.3 Discharge of firearms on town property:

Notwithstanding the provisions of 705.1 above, no person, except a Law Enforcement Officer in the proper execution of his duties, firm or corporation shall fire or discharge any cannon, gun, pistol or other firearm, rocket or squibs upon any property owned or leased by the Town of Exeter except that at the following locations the following activities shall be permitted:

- a. A designated firing range approved by the Board of Selectmen upon recommendation of the Chief of Police with the concurrence of the Town Manager at which instruction in the use of firearms shall be allowed as part of the Police Department's training procedures:
- b. The Sportsman's Club maintained on the Water Works property, so-called, off Portsmouth Avenue, at which Sportsman's Club, the Club members shall be allowed to carry out their customary firearms activities;
- c. The following properties under the supervision of the Exeter Conservation Commission, on which property hunting for birds and mammals according to New Hampshire State Law shall be allowed:

Oaklands Town Forest

Little River Conservation Area  
Smith-Page Conservation Area

706 Standard of Conduct – Municipal Officers

No Town officer, employee or agent shall solicit or accept any gratuity, favor or anything of monetary value from any contractor or potential contractor with the Municipality relative to the procurement of any State and/or federal grant funds; and the offering and/or giving of any such matter of monetary value by such a contractor or their agents to any Municipal Officer, employee or agent is hereby prohibited. In addition to any penalties which may be provided by law, any appropriate disciplinary action including, in the case of an officer, removal from office; in the case of employees, termination of such agency.

707 Use of Waterways

The purpose of this ordinance is to regulate the activity on Town property associated with bodies of water under the Town's control.

707.1 Areas affected:

Water Works Pond  
Pickpocket Dam Pond  
Brickyard Pond  
Colcord Pond  
Clemson Dam

707.2 Fishing allowed:

Fresh water line fishing will be allowed on these areas provided all persons conform to NH Revised Statutes Annotated and Fish and Game Regulations.

707.3 Prohibited Acts:

No person, firm or corporation shall operate any boat, float, canoe, raft or kayak with a motor on these water ways.

707.4 Prohibited Areas for Health & Safety Concerns:

Dikes, dams, berms, sewer lagoons, holding ponds and the structures of any spillways shall be prohibited areas for persons fishing. Persons found in violation of this Section shall be considered trespassing.

707.5 Other Laws Prevail:

Town and State laws and regulations governing littering, liquor laws, health and open lewdness shall prevail and will be strictly enforced.

708 Use of Water Works Pond

708.1 No person, firm or corporation shall operate any vehicle on the open or ice covered waters of the Water works pond, so-called.

- 708.2 No person, firm or corporation shall kindle a fire of any kind on the shores of or on the ice covering of the Water Works pond.
- 708.4 No person shall fish within 300 feet of the Water Works Pond dam.
- 708.5 No person, while fishing, shall litter the waters of Water Works pond.
- 708.6 No recreational use of the public water supply known as "Water Works Pond" is permitted with the exception of fishing from the shore of the Pond where not excluded by other ordinance(s).

#### 709 Smelt Shack Regulations

- 709.1 During temporary ice loss on the River, smelt shacks may be removed to the Town parking lot adjacent to the landing. Such shacks shall be allowed to remain there for no more than twenty-four (24) hours, at which time they shall either be placed back on the ice or removed from the lot.
- 709.2 Smelt shacks not removed from the Town parking lot adjacent to the Town landing within twenty-four (24) hours, will be removed to Town custody. Smelt shacks will be released to their owners only upon payment of the penalty described in 710 below, and costs assessed by Public Works.
- 709.3 Smelt shacks shall not be launched onto or removed from the ice from any town-owned or maintained property with the exception of Stewart/Waterfront Park Boat Ramp.
- 709.4 Smelt shacks shall not be anchored or affixed to any town-owned or maintained property.

#### 710 Penalties

Any person violating any provision of Chapter 7 shall be punished by a fine of not more than one hundred (\$100) dollars for each offense.

#### 711 Town Conservation Land

No person shall operate a motorized vehicle on posted Town Conservation Land without the written permission of the Town Manager. Human powered wheeled vehicles (such as bicycles) are permitted only on well-established, marked trails where noted. Off trail biking is prohibited.

#### 712 Drug Paraphernalia

It shall be a violation of this section for any person to retain or possess Drug Paraphernalia with the intent to use, sell, employ or allow the same to be used, sold or employed for an unlawful purpose. An Unlawful purpose shall mean any act prohibited pursuant to RSA 318-B:2.

Drug Paraphernalia means any tool, equipment, product or implement adapted or designed to make, store, dispense, ingest or conceal a controlled substance. The definition of Drug Paraphernalia includes all equipment, products and materials as described by RSA 318-B:1, X-a.

A controlled substance means any controlled drug or controlled drug analog as defined by RSA 318-B:1, VI and VI-a.

The District Court having jurisdiction may order Drug Paraphernalia forfeited and destroyed in the manner of controlled drugs prescribed by RSA 318-B:17. "

## Instructions for Facility/Premises License Agreement

A temporary license to use public facilities or premises in the Town of \_\_\_\_\_ for private functions is permissible with approval of \_\_\_\_\_. To submit a request for a temporary license to use the Town of \_\_\_\_\_ facilities or premises, please follow the instructions below.

1. Provide all of the information requested in the Facility/Premises License Agreement.
2. Submit one (1) copy of your certificate of liability coverage, in which \_\_\_\_\_ is listed as an additional insured, and attach the actual additional insured provision or endorsement from your liability policy. Liability coverage limits must be no less than \$1,000,000 per occurrence. Your request will not be considered without proper proof of insurance.
3. You will be required to carry insurance, indemnify the Town and provide a security deposit and rental fee. Requests to waive any of these requirements must be made to \_\_\_\_\_ and will be granted only when based on substantial hardship.
4. Return the completed Facility/Premises License Agreement to \_\_\_\_\_ for review. Please allow \_\_\_\_\_ days for review and approval.
5. If you have questions regarding the Facility/Premises License Agreement, please contact \_\_\_\_\_.
6. Carefully review the attached policy and rules regarding private use of public premises in the Town of \_\_\_\_\_.

**TOWN OF \_\_\_\_\_, NEW HAMPSHIRE  
FACILITY/PREMISES LICENSE AGREEMENT**

This Agreement, dated \_\_\_\_\_, 20\_\_\_\_ by and between the Town of \_\_\_\_\_, and \_\_\_\_\_ (“User”), is for a temporary revocable license to use a public facility or premises in the Town of \_\_\_\_\_ for a private function.

In consideration of the mutual covenants and conditions stated herein, the parties agree as follows:

1. FACILITY/PREMISES. The Town allows use of \_\_\_\_\_ for the Event described below, subject to the terms and conditions set forth below.

2. EVENT. Describe the Event for which the Facility/Premises will be used:

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

3. DATE and TERM of LICENSE. The date of the Event will be \_\_\_\_\_, from \_\_\_\_\_ (a.m./p.m.) until \_\_\_\_\_ (a.m./p.m.), at which time the LICENSE expires.

4. NATURE OF LICENSE. License to use the Facility/Premises will be temporary, revocable and conditional. The Town of \_\_\_\_\_ reserves the authority to revoke the license in its sole discretion at any time prior to expiration without penalty or liability, and to impose conditions upon the license in the public interest.

5. SMOKING and ALCOHOL. Smoking is prohibited in the Facility/Premises. Possession, service and consumption of Alcohol is prohibited in the Facility/Premises unless specifically approved.

Alcohol service requested \_\_\_\_\_

Name of alcohol vendor \_\_\_\_\_

Vendor’s insurance & licensing proven \_\_\_\_\_

Alcohol service approved \_\_\_\_\_

Alcohol service denied \_\_\_\_\_

Reasons for denial \_\_\_\_\_

Conditions of alcohol service approval:

- Alcohol may only be served by a single licensed, insured and approved vendor, which will be the sole source of alcoholic beverages at the function.
  - The service vendor must include the Town of \_\_\_\_\_ as an additional insured on its liability policies in relation to the function.
  - Alcohol service must strictly comply with all applicable laws and regulations.
  - Alcohol service will occur in a single designated and secure area, and shall be distributed to legally appropriate persons only by the vendor.
  - Intoxication is prohibited.
  - Persons who are intoxicated or who appear intoxicated shall not possess or consume alcohol, and must safely leave the event without operating a motor vehicle.
  - Additional Conditions: \_\_\_\_\_
- 

6. INSURANCE. User will procure and maintain at its sole cost and expense, comprehensive general liability insurance in which the Town of \_\_\_\_\_ is an additional insured with coverage of \$1,000,000 per occurrence. User will furnish the Town with a certificate of insurance and endorsement. If you cannot provide proof of insurance, you can purchase a Tenant User Liability Insurance Policy (TULIP) through a special program. For more information about how to purchase your TULIP please contact \_\_\_\_\_ at \_\_\_\_\_.

If the function and vendor are approved for alcohol service, the vendor serving alcohol will be required to submit proof of licensure and insurance, to include general liability, liquor liability, automobile liability, property, and workers compensation. The Town of \_\_\_\_\_ shall be included in the vendor's liability policies as an additional insured for the event.

7. SECURITY DEPOSIT & RENTAL FEE. \_\_\_\_\_.

8. CLEAN-UP. User will leave the facility/premises in a neat, orderly and clean condition. User will be responsible for, and liable to, the Town for all repairs to the Facility/Premises required as a result of damage caused by User and/or User's guests or vendors.

9. RETURN OF SECURITY DEPOSIT. Within three (3) business days following the Event, the Town will inspect the Facility/Premises. If User and/or User's guests or vendors have not caused any damage to the Facility/Premises, the Town will return the security deposit to User by first class mail within five (5) business days. If User and/or User's guests or vendors have caused damage to the Facility/Premises, the Town may retain all or a portion of the security deposit. If the Town retains any of the security deposit, it will give written notice to User specifying the amount retained and the reasons therefore. The Town's remedies for damage shall not be limited to retention of the security deposit and the Town may pursue any additional remedies authorized by law to recover its damages or losses.

10. INDEMNIFICATION AND HOLD-HARMLESS. To the fullest extent permitted by law, User shall protect, indemnify, save, defend and hold harmless the Town of \_\_\_\_\_, including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Agreement or the activities of User or its agents,

employees, guests, vendors, contractors or subcontractors, and even if allegedly or actually caused in whole or in part by any negligent or intentional act or omission of Indemnified Parties.

11. ASSIGNMENT. This Agreement is not assignable to any other person or entity.

12. RIGHT OF ENTRY AND TERMINATION. The Town, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm User's conformance to this Agreement. If the Town determines, in its sole judgment, that it would like to terminate the License for any reason it shall have the right to immediately terminate this Agreement at any time without penalty or liability and User, its guests and vendors shall cease the event and exit in an orderly manner.

13. CONFORMANCE WITH LAW AND RULES. User agrees that User will abide by and conduct its affairs in accordance with this Agreement and all policies, laws, rules, regulations, and ordinances. User shall not engage in or allow any disorderly, unruly, loud, unsafe or illegal activity to occur at the Town facility/premises.

14. MODIFICATION/AMENDMENT/MERGER. This Agreement constitutes the entire merged Agreement between the parties. Any modification, amendment or supplementary provisions must be in the form of a writing signed by the parties and which expressly modifies this agreement.

15. SEVERABILITY. If a Court determines that any provision of this Agreement is unlawful or unenforceable, such provision shall be stricken and the remainder of the Agreement shall be enforceable. A Court may reasonably reform any stricken provision in order to effectuate the parties' intent.

16. CHOICE OF LAW/FORUM. This Agreement shall be construed under New Hampshire substantive law without regard to any rules governing choice of law. Any court action regarding this Agreement must be filed and litigated in the New Hampshire Superior Court in Rockingham County, New Hampshire.

17. ATTORNEY'S FEES AND COSTS. In regard to any legal proceedings regarding this Agreement, the Town shall be entitled to recover from User the Town's reasonable attorney's fees and costs to the extent the Town is a prevailing party.

The parties have executed this Agreement at \_\_\_\_\_, New Hampshire this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TOWN OF \_\_\_\_\_

RESPONSIBLE PARTY

By \_\_\_\_\_

\_\_\_\_\_  
[Duly authorized Agent] [Name]

\_\_\_\_\_  
[Organization, if applicable]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[City, State, Zip]

Phone and Email: \_\_\_\_\_



## EXETER POLICE DEPARTMENT



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*Memorandum*

*June 14, 2013*

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**To:** Mr. Russ Dean, Town Manager

**From:** Chief Kane

**Ref:** Jay Walking

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Jay walking is generally defined as pedestrians crossing a street without the aid of a crosswalk or signal. There is no town ordinance or state law that prohibits "jay walking". I have attached NH RSA's that deal with pedestrians Rights and Duties. In reviewing these it is clear that pedestrians and vehicle operators have responsibilities. In RSA 265:36 "every pedestrian crossing a roadway at any point other than within a marked crosswalk or within an unmarked crosswalk at an intersection shall yield the right of way to all vehicles upon the roadway". Under RSA 265:35 "No pedestrian shall suddenly leave a curb or other place of safety and walk or run into the path of a vehicle which is so close as to constitute an immediate hazard". Pedestrians do have a duty to use care when crossing a street. An officer could write a state summons under the motor vehicle code in either one of these cases.

In doing some review of other towns it does not appear that many if any have ordinances against jay walking. There does not seem to be much police enforcement across the state unless there is a particular street that has a history of pedestrian accidents at a particular intersection.

I reviewed our police records on pedestrian vs. motor vehicle accidents. Since January 2010 we investigated 6 accidents involving pedestrians five were struck in a crosswalk and one was struck crossing a street without a crosswalk on it. The one without a crosswalk could have been issued a summons in that case but was not. It would appear to me in reviewing the

cases that we do not have an issue with “jay walking” that results in accidents. That being said, in our downtown there are obviously many people who cross the street not using a crosswalk. Under the law if they yield to traffic there is no violation. There is always the potential that a pedestrian could be hit and if there is a major concern from the public on this issue I would suggest that the town take an educational approach on the issue. I would recommend educating people of the dangers of not using a crosswalk such as signs in the downtown area, using the message board throughout the year, social media messages and friendly reminders from officers that observe the behavior. Writing a summons should be the last resort unless the case is so blatantly obvious that it may require one.

I can have officers do a directed patrol on the mountain bikes and motorcycle to stop and remind pedestrians of the dangers of not using the crosswalk.

If you have any other questions or concerns please call me.

# TITLE XXI MOTOR VEHICLES

## CHAPTER 265 RULES OF THE ROAD

### Pedestrians' Rights and Duties

#### Section 265:35

##### **265:35 Pedestrian's Right of Way in Crosswalks. –**

I. When traffic control signals are not in place or not in operation the driver of a vehicle shall yield the right of way, slowing down or stopping if need be to so yield, to a pedestrian crossing the roadway within a crosswalk when the pedestrian is upon the half of the roadway upon which the vehicle is traveling, or when the pedestrian is approaching so closely from the opposite half of the roadway as to be in danger.

II. No pedestrian shall suddenly leave a curb or other place of safety and walk or run into the path of a vehicle which is so close as to constitute an immediate hazard.

III. Paragraph I shall not apply under the conditions stated in RSA 265:36.

IV. Whenever any vehicle is stopped at a marked crosswalk or at any unmarked crosswalk at an intersection to permit a pedestrian to cross the roadway, the driver of any other vehicle approaching from the rear shall not overtake and pass such stopped vehicle.

**Source.** 1949, 212:1. RSA 263:45. 1963, 330:1. RSA 262-A:33. 1981, 146:1; 479:34, 35, eff. Jan. 1, 1982, at 12:01 a.m.

#### Section 265:36

##### **265:36 Crossing at Other Than Crosswalks. –**

I. Every pedestrian crossing a roadway at any point other than within a marked crosswalk or within an unmarked crosswalk at an intersection shall yield the right of way to all vehicles upon the roadway.

II. Any pedestrian crossing a roadway at a point where a pedestrian tunnel or overhead pedestrian crossing has been provided shall yield the right of way to all vehicles upon the roadway.

III. Between adjacent intersections at which traffic control signals are in operation pedestrians shall not cross at any place except in a marked crosswalk.

IV. No pedestrian shall cross a roadway intersection diagonally unless authorized by traffic control devices; and, when authorized to cross diagonally, pedestrians shall cross only in accordance with the official traffic control devices pertaining to such crossing movements.

**Source.** RSA 262-A:34. 1963, 330:1. 1981, 146:1, eff. Jan. 1, 1982.

#### Section 265:39

##### **265:39 Pedestrians on Roadway. –**

I. Where sidewalks are provided it shall be unlawful for any pedestrian to walk along and upon an adjacent roadway.

II. Where a sidewalk is not available, any pedestrian walking along and upon a way shall walk only on a shoulder, as far as practicable from the edge of the roadway. Where neither a sidewalk nor a shoulder is available, any pedestrian walking along and upon a way shall walk as near as practicable to an outside edge of the roadway, and if on a two-way roadway, shall walk only on the left side of the roadway.

III. Except as otherwise provided in this chapter, any pedestrian upon a roadway shall yield the right of way to all vehicles upon the roadway.

**Source.** 1955, 295:1. RSA 263:45-a. 1963, 330:1. RSA 262-A:37. 1981, 146:1; 479:37, eff. Jan. 1, 1982, at 12:01 a.m.

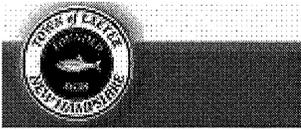
#### Section 265:11

**265:11 Pedestrian Control Signals. –**Whenever special pedestrian-control signals exhibiting the words "Walk" or "Don't Walk" are in place such signals shall indicate as follows:

I. Walk--Pedestrians facing such steady or flashing signal may proceed across the roadway in the direction of the signal and shall be given the right of way by the drivers of all vehicles. There shall be no right turn allowed for any vehicle while a steady or flashing walk signal is being displayed.

II. Don't Walk--No pedestrian shall start to cross the roadway in the direction of such signals whether steady or flashing, but any pedestrian who has partially completed his crossing on the "Walk" signal shall proceed to a sidewalk or safety island.

**Source.** RSA 262-A:10. 1963, 330:1. 1973, 24:4. 1981, 146:1. 1994, 135:1, eff. Jan. 1, 1995.



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

## Screeners

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

Wed, May 22, 2013 at 8:32 AM

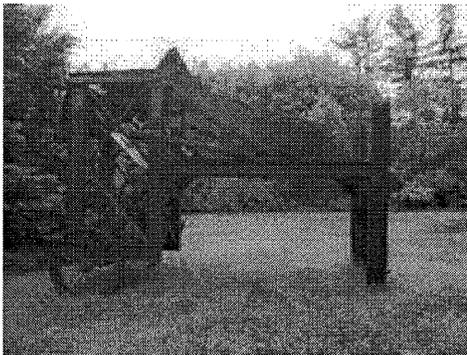
Hi Russ

Jay asked me to send these to you if you need more let me know.

Thanks Scott

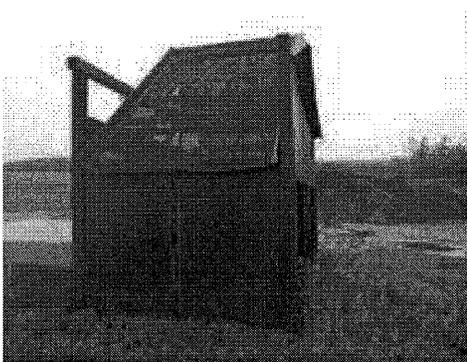
--  
Scott Lebeau  
Highway General Foreman  
Town of Exeter-DPW  
13 Newfields Road  
Exeter, NH 03833  
(603) 773-6157 EXT. 467  
slebeau@exeternh.gov

### 2 attachments



Old Screeners at Chets 001.JPG  
2723K

*Surplus*



Old Screeners at Chets 002.JPG  
2628K

*Surplus*

## List for Selectmen's meeting June 17, 2013

### Abatement

<u>Map/Lot</u>	<u>Location</u>	<u>Refund Amount</u>
68/2	14 Guinea Road	278.09
89/8	No Hampton Rd	63.51

### Veteran's Credit

<u>Map/Lot</u>	<u>Location</u>	<u>Credit Amount</u>
	1 5 Bittersweet Lane	500.00

### Elderly Exemption

<u>Map/Lot</u>	<u>Location</u>	<u>Amount</u>
63/156	51 Park Street	182,357

### Intent to Cut

<u>Map/Lot</u>	<u>Location</u>
47/7	Epping Road

## **Orange Leaf Additional Seating**

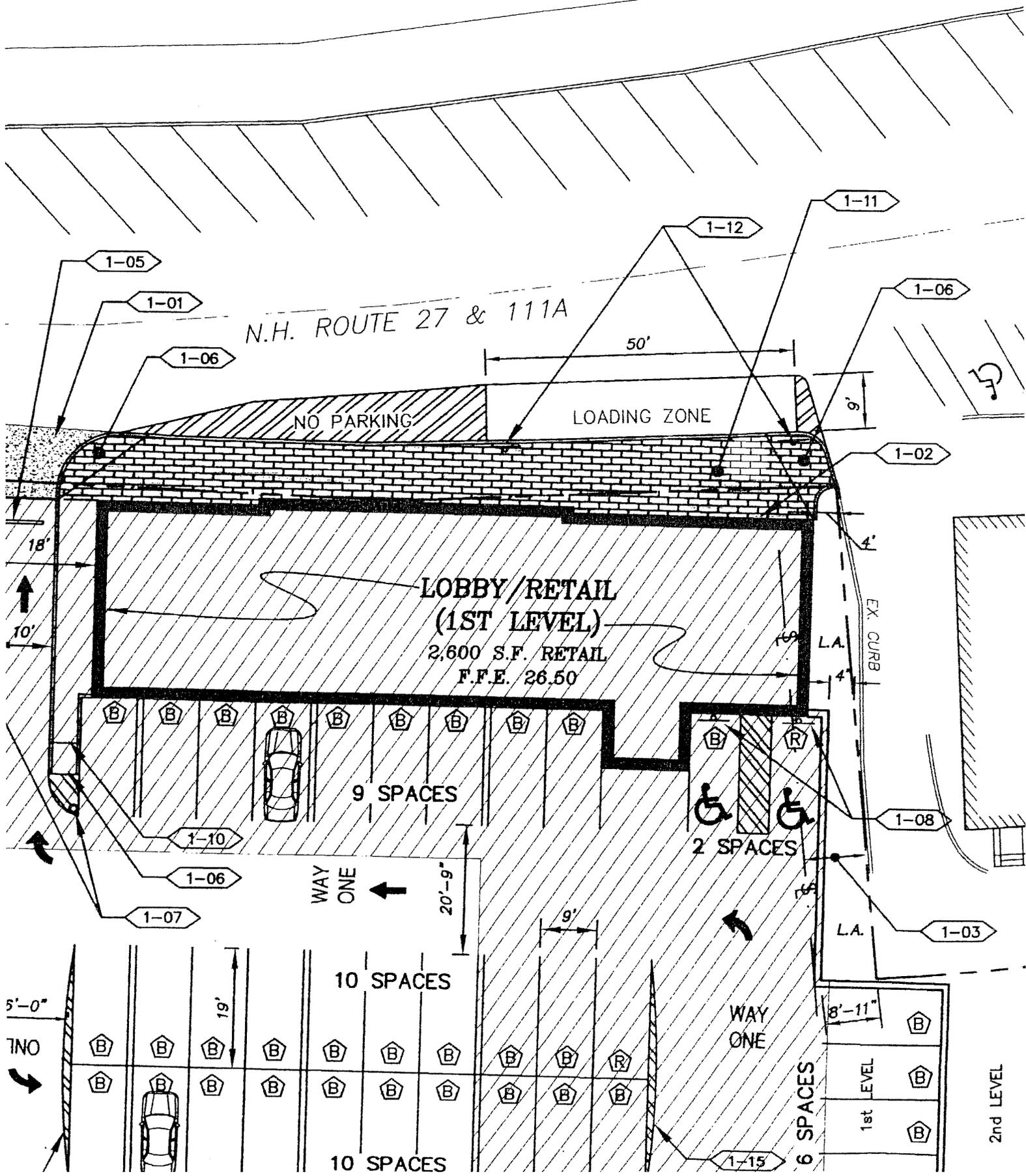
Attached is a sketch of what the additional seating would look like. I would just like to reiterate that we do not want to add any more tables, just two chairs to each of the four tables we currently have. I have taken measurements of the sidewalk as well as how much space the chairs take up. We are fortunate enough that our store is located on one of the widest sidewalks in town. The sidewalk actually grows outward in front of our store. There is roughly 15 feet (width) of sidewalk in front of our store. Towards one end it is actually 17 feet. Our tables and chairs currently take up a little more than 3 feet of that space. By adding more chairs we would be only using about an additional 2 feet. There would still be at least 10 feet for passing patrons to walk by undisturbed. Even with our additional chairs the sidewalk in front of our store would remain larger than a normal sidewalk by roughly 5 feet. If you have any questions feel free to email me or call the store 580-5870

Thank you for your time,

Tucker Lovering  
General Manager  
Orange Leaf of Exeter  
[Orangeleaf.tucker@gmail.com](mailto:Orangeleaf.tucker@gmail.com)



LC,  
NG, INC.,  
REET,  
REET,



EXTV Monthly Report

Month: May

Year: 2013

Meetings Broadcast Live

Date	Board/Meeting	Shown on (22,98,13) THS	Reported Issues	Broadcast Team/Person
5/6/2013	Selectmen	22-THS	<p>Sound on Microphone 3 not working. – Inspected the following day and found no problem. It would appear that the mic was working however the status was not communicated correctly to the camera operator.</p> <p>Town Hall Streams failed to launch – Discovered that Town Hall Streams recently changed bandwidth providers and had been experiencing failures. We were advised to unscheduled all meetings and reschedule them – this has been done as of 5/22</p>	Kyrra Robicheau
5/8/2013	Water Sewer	Not Broadcast	Meeting canceled and EXTV never notified	Chelsey Gosselin
5/9/2013	Planning Board	22-THS	None	Chelsey Gosselin
5/14/2013	Conservation	22-THS	None	Chelsey Gosselin
5/16/2013	HDC	22-THS	None	John Grinde
5/20/2013	Selectmen	22-THS	THS failed – See above THS problem	Kyrra Robicheau
5/21/2013	Library	Later on 22 and THS not live	None	John Grinde

5/21/2013	ZBA	22-THS	None	Mike Collopy
5/23/2013	Planning	22-THS	None	John Grinde

Community Events Recorded:

Date	Event	Shown on (22, 98, 13) THS	Reported Issues	Broadcast Team/Person
5/25/2013	Fish Ladder	98	None	Mike Collopy

For meetings with reported issues:

Description of problem:

Reason for problem (equipment, operator, other): describe in detail:

Resolution of problem:

THS = Town Hall Streams

Other EXTV activities (channel 22, 98 or 13) related:

5/27/2013	Parade Support	Not Broadcast	None	Mike Collopy John Grinde Andy Swanson
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Submitted By:

EXTV Monthly Report

Month: April

Year: 2013

Meetings Broadcast Live

Date	Board/Meeting	Shown on (22,98,13) THS	Reported Issues	Broadcast Team/Person
4/1/2013	Selectmen	22-THS	None	Kyrra Robicheau
4/9/2013	Conservation	22-THS	None	Chelsey Gosselin
4/10/2013	Water/Sewer Com	Canceled no prior notice	None	John Grinde
4/11/2013	Planning	Canceled Prior notice	None	Chelsey Gosselin
4/15/2013	Selectmen	22-THS	None	Kyrra Robicheau
4/16/2013	ZBA	22-THS	None	Mike Collopy
4/16/2013	Library	Later on 22 These meetings look like they don't always make it to THS – I will look into it.	None	Chelsey Gosselin
4/18/2013	HDC	22-THS	None	John Grinde
4/18/2013	River Study	22-THS	None	Andy Swanson
4/25/2013	Planning	22-THS	None	John Grinde
4/29/2013	Selectmen	22-THS	None	Kyrra Robicheau

Community Events Recorded:

Date	Event	Shown on (22, 98, 13) THS	Reported Issues	Broadcast Team/Person
4/10/2013	CAPE	98	None	Mike Collopy

For meetings with reported issues:

Description of problem:

Reason for problem (equipment, operator, other): describe in detail:

Resolution of problem:

THS = Town Hall Streams

Other EXTV activities (channel 22, 98 or 13) related:

Submitted By:



25 MANCHESTER STREET  
PO BOX 1947  
MERRIMACK, NH 03054-1947  
(603) 882-5191  
FAX (603) 913-2305  
WWW.PENNICHUCK.COM

June 3, 2013

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

Re: Pennichuck East Utility, Inc. – Water Rate Case

Dear Mr. Dean:

As referenced in my letter to you dated April 29, 2013, on May 31, 2013, Pennichuck East Utility, Inc. filed a water rate case with the New Hampshire Public Utilities Commission (PUC). The Docket Number for the rate case is DW 13-126.

The filing for the docket can be found on the PUC website at [www.puc.nh.gov](http://www.puc.nh.gov). The information is also available on the Pennichuck website at [www.pennichuck.com](http://www.pennichuck.com) under the “Company Reports” caption.

For your information, I have enclosed Frequently Asked Questions and responses relative to the rate case, a copy of which will be posted on the Pennichuck website.

As indicated in the April 29, 2013 letter, it is the Company’s intent to keep the communities we serve informed as we proceed through the process. Members of the Pennichuck staff are available to meet with you or your community’s governing body to discuss the filing and the requested rates, if you so desire.

Please feel free to contact me at 603-913-2301 if you have any questions relative to the filing.

Regards,

  
John L. Patenaude  
Chief Executive Officer

## **Pennichuck East Utility, Inc.**

**DW 13-126 Rate Case  
Filed with the New Hampshire Public Utilities Commission  
May 31, 2013**

### **Frequently Asked Questions (FAQ)**

**Q. Why is a rate case being filed at this time?**

When the New Hampshire Public Utilities Commission (“PUC”) approved the City of Nashua’s acquisition of Pennichuck Corporation in November, 2011, it required Pennichuck Water Works, Inc., Pennichuck East Utility, Inc. and Pittsfield Aqueduct Company, Inc. to file full rate cases simultaneously by June 1, 2013.

**Q. What is the amount of the increase being requested?**

The total rate increase requested is 12.21%.

**Q. What is the projected annual impact to an average residential bill?**

The average resident in the Pennichuck East system uses approximately 77 ccf of water annually and has a 5/8 inch meter. One ccf equals 100 cubic feet. The average annual customer bill will increase approximately \$75 from \$630 to \$705.

**Q. How has the City of Nashua’s acquisition of Pennichuck Corporation benefited customers?**

If Pennichuck Corporation had continued as a publicly traded company, with the previous management and cost structure, the requested rate increase would have been approximately 21.98%. The estimated impact to an average resident would have been an increase of approximately \$138 per year. Approximately \$1.8 million in savings, however, resulted from management restructuring and eliminating costs associated with being a publicly traded company. In addition, the rate of return allowed on assets decreased from 5.96% to 3.79%.

**Q. What is the expected timing of the PUC process?**

The rate cases were filed with the PUC on May 31, 2013. The Commission will likely hold a procedural hearing in mid-July, 2013, and a hearing on temporary rates is expected in mid-October, 2013. A hearing on permanent rates is anticipated in the summer of 2014, followed shortly afterwards by a PUC decision.

**Q. What is the status of temporary rates?**

Pennichuck East Utility, Inc. is required to request temporary rates as part of the PUC's approval of the acquisition. Based on the amount of the requested rate increase, the company will request a temporary increase of 7% resulting in an annual rate increase of approximately \$44.

**Q. How can customers keep informed about the progress of the rate case?**

The rate case filings are posted on the Pennichuck website at [www.pennichuck.com](http://www.pennichuck.com) under the "Company Reports" caption. In addition, the PUC has opened a docket for each rate case. Pennichuck Water Works, Inc. is Docket No. DW 13-130, Pennichuck East Utility, Inc. is Docket No. DW 13-126, and Pittsfield Aqueduct Company, Inc. is Docket No. DW 13-128. All filings in these dockets can be found on the PUC website at [www.puc.nh.gov](http://www.puc.nh.gov).



NEW HAMPSHIRE MUNICIPAL BOND BANK

June 13, 2013

Ms. Doreen Ravell  
Finance Director  
Town of Exeter  
10 Front Street  
Exeter, NH 03833

Dear Doreen:

Another successful bond sale was held on June 12, 2013.

The True Interest Cost (TIC) for your 10 year \$980,700 loan is approximately 2.54%

Please fax or mail the enclosed wire confirmation form to the Bond Bank by July 8, 2013. The Bond and other certificates you receive from your Bond Counsel must be returned directly to them by June 28, 2013, as closing is scheduled for July 18, 2013.

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

Sincerely,

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

Tammy J. St. Gelais  
Assistant Director



NEW HAMPSHIRE MUNICIPAL BOND BANK

Doreen Ravell  
Town of Exeter  
June 13, 2013

**WIRE CONFIRMATION FORM**

**2013 SERIES C NON-GUARANTEED**

Loan Amount: \$ 980,700  
Premium: \$ 139,300  
Total Proceeds: \$ 1,120,000

Wire Funds to Account Number:  
Name and Location of Bank:

Funds will be wired to your account on July 18, 2013. Final closing papers (maturity schedule, etc.) will be mailed to you shortly after closing. Please confirm your Bank and Bank Account Number by returning a copy of this form with a signature and date by July 8, 2013.

This form may be returned by fax at: 271-3937 or by mail to: NH Municipal Bond Bank, 25 Triangle Park Drive, Suite 102, Concord, NH 03301.

Bank & Bank Account Confirmed

Signature \_\_\_\_\_

Date \_\_\_\_\_



NEW HAMPSHIRE MUNICIPAL BOND BANK

June 13, 2013

Ms. Doreen Ravell  
Finance Director  
Town of Exeter  
10 Front Street  
Exeter, NH 03833

Dear Doreen:

I am writing to explain the dynamics of the New Hampshire Municipal Bond Bank's 2013 Series C 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 **\$7,520,009** on a bond issue the size of 2013 Series C, and that not allowing the premium would likely negatively impact your borrowing rates. 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 2013 Series C 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  
Assistant Director