

Board of Selectmen Meeting
Monday, October 7th, 2013, 7:00 p.m.
Nowak Room
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: September 30th, 2013
4. Appointments
5. Discussion/Action Items
 - a. New Business
 - i. 2013 Riverwoods Tax Agreements
 - ii. Bid Award: Portsmouth Avenue Water/Sewer Line Replacement
 - iii. Proposed Adopt a Road Program
 - iv. Amendment to Town Hall Renters Rules
 - v. Affordable Care Act Review
 - b. Old Business-
 - i. Investment Policy
6. Regular Business
 - a. Bid Openings/Surplus Declarations
 - b. Tax, Water/Sewer Abatements & Exemptions
 - c. Permits & Approvals
 - d. Town Manager's Report
 - e. Legislative Update
 - f. Selectmen's Committee Reports
 - g. Correspondence
7. Review Board Calendar
8. Non Public Session
9. Adjournment

Don Clement, Chairman
Board of Selectmen

Posted: 10/4/13 Town Offices, Town Hall, Website, 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.

Meeting agenda is subject to change.



Town Manager's Office

SEP 26 2013

Received

MICHAEL J. DONAHUE
 CHARLES F. TUCKER
 ROBERT D. CIANDELLA
 LIZABETH M. MACDONALD
 JOHN J. RATIGAN
 DENISE A. POULOS
 ROBERT M. DEROSIER
 CHRISTOPHER L. BOLDT
 SHARON CUDDY SOMERS
 DOUGLAS M. MANSFIELD
 KATHERINE B. MILLER
 CHRISTOPHER T. HILSON
 JESSICA L. ECKER
 JUSTIN L. PASAY
 OF COUNSEL
 JOY V. RIDDELL
 NICHOLAS R. AESCHLIMAN
 RETIRED
 ROBERT B. DONOVAN
 ROBERT A. BATTLES
 (1991-2010)

DONAHUE, TUCKER & CIANDELLA, PLLC

PLEASE RESPOND TO THE EXETER OFFICE

September 24, 2013

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

Re: RiverWoods - The Woods, The Ridge and The Boulders

Dear Russ:

Please find enclosed **three** proposed Agreements between the Town of Exeter, by and through its Board of Selectmen, and The RiverWoods Company, at Exeter, New Hampshire, regarding the 2012 property tax year for the properties known as The Woods, The Ridge and The Boulders. If they are satisfactory, please have them signed by the Selectmen and return them to me. I will then have Justine Vogel sign them on behalf of RiverWoods before the November 1st deadline.

Thank you for your assistance.

Very truly yours,

DONAHUE TUCKER & CIANDELLA, PLLC

Charles F. Tucker
ctucker@DTCLawyers.com

CFT:blo
 Enclosures

(The Boulders)

AGREEMENT

NOW COMES the Town of Exeter, by and through its Board of Selectmen (hereinafter “Town”) and The RiverWoods Company, at Exeter, New Hampshire (formerly Life Care Services of New Hampshire Inc.), d/b/a RiverWoods at Exeter (hereinafter “RiverWoods”), and agree as follows:

1. By December 1, RiverWoods will pay to the Town real estate taxes which will be calculated by multiplying the tax rate times the assessed value of the land and buildings owned by RiverWoods as follows:

- A. the residential units will pay the full tax rate (state, municipal, county and school);
- B. the nursing home will not pay any tax (state, municipal, county or school);
- C. the remainder of “**The Boulders**” facility, including the land used for the final calculation of density under the land use ordinance of the Town of Exeter and outbuildings, will pay the full tax rate (state, municipal, county and school);
- D. the land not needed for the final calculation of density under the land use ordinance of the Town of Exeter, which are in current use, will pay taxes at the full state, municipal, county and school rate for current use property.

2. The parties to this agreement recognize that those portions of the development that support both the nursing home and the residential units will be taxed on a pro rata basis.

3. This agreement on principle shall not preclude either party from questioning the precise percentage amounts allocated to the taxable and nontaxable portions, nor the assessed value of the taxable portions of the land and buildings.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement this
_____ day of October, 2013.

TOWN OF EXETER

Witness

BY: _____
Selectman

THE RIVERWOODS COMPANY,
AT EXETER, NEW HAMPSHIRE

Witness

BY: _____
Justine Vogel, President and
Chief Executive Officer
Duly Authorized

S:\RA-RL\RIVERWOODS\EXETER AGR THE BOULDERS.PAYMENT IN LIEU OF TAXES.DOC

(The Ridge)

AGREEMENT

NOW COMES the Town of Exeter, by and through its Board of Selectmen (hereinafter “Town”) and The RiverWoods Company, at Exeter, New Hampshire (formerly Life Care Services of New Hampshire Inc.), d/b/a RiverWoods at Exeter (hereinafter “RiverWoods”), and agree as follows:

1. By December 1, RiverWoods will pay to the Town real estate taxes which will be calculated by multiplying the tax rate times the assessed value of the land and buildings owned by RiverWoods as follows:

- A. the residential units will pay the full tax rate (state, municipal, county and school);
- B. the nursing home will not pay any tax (state, municipal, county or school);
- C. the remainder of “**The Ridge**” facility, including the land used for the final calculation of density under the land use ordinance of the Town of Exeter and outbuildings, will pay the full tax rate (state, municipal, county and school);
- D. the land not needed for the final calculation of density under the land use ordinance of the Town of Exeter, which are in current use, will pay taxes at the full state, municipal, county and school rate for current use property.

2. The parties to this agreement recognize that those portions of the development that support both the nursing home and the residential units will be taxed on a pro rata basis.

3. This agreement on principle shall not preclude either party from questioning the precise percentage amounts allocated to the taxable and nontaxable portions, nor the assessed value of the taxable portions of the land and buildings.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement this

_____ day of October, 2013.

TOWN OF EXETER

Witness

BY: _____
Selectman

THE RIVERWOODS COMPANY,
AT EXETER, NEW HAMPSHIRE

Witness

BY: _____
Justine Vogel, President and
Chief Executive Officer
Duly Authorized

S:\RA-RL\RIVERWOODS\EXETER AGR THE RIDGE.PAYMENT IN LIEU OF TAXES.DOC

(The Woods)

AGREEMENT

NOW COMES the Town of Exeter, by and through its Board of Selectmen (hereinafter “Town”) and The RiverWoods Company, at Exeter, New Hampshire (formerly Life Care Services of New Hampshire Inc.), d/b/a RiverWoods at Exeter (hereinafter “RiverWoods”), and agree as follows:

1. By December 1, RiverWoods will pay to the Town real estate taxes which will be calculated by multiplying the tax rate times the assessed value of the land and buildings owned by RiverWoods as follows:

A. the residential units (the units located in Crawford, Dixville, Franconia and Pinkham) will pay the full tax rate (state, municipal, county and school);

B. the nursing home (Monadnock) will not pay any tax (state, municipal, county or school);

C. the remainder of the RiverWoods at Exeter facility, including the land used for the final calculation of density under the land use ordinance of the Town of Exeter and outbuildings, will pay the full tax rate (state, municipal, county and school);

D. the seventeen plus acres of property not needed for the final calculation of density under the land use ordinance of the Town of Exeter, which are in current use, will pay taxes at the full state, municipal, county and school rate for current use property.

2. The parties to this agreement recognize that those portions of the development that support both the nursing home and the residential units will be taxed on a pro rata basis.

3. This agreement on principle shall not preclude either party from questioning the precise percentage amounts allocated to the taxable and nontaxable portions, nor the assessed value of the taxable portions of the land and buildings.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement this
_____ day of October, 2013.

TOWN OF EXETER

Witness

BY: _____
Selectman

THE RIVERWOODS COMPANY,
AT EXETER, NEW HAMPSHIRE

Witness

BY: _____
Justine Vogel, President and
Chief Executive Officer
Duly Authorized

S:\RA-RL\RIVERWOODS\EXETER AGR THE WOODS.PAYMENT IN LIEU OF TAXES.DOC

MEMORANDUM

Date: October 4, 2013

To: Russ Dean – Town Manager
From: Paul Vlasich, PE – Town Engineer *PV*
CC: Doreen Ravell – Finance Director

Re: Portsmouth Avenue Utility Project
Construction Bid Award and Consultant Construction Administration and Inspection

The public works department recommends the award for construction of the project to the lowest responsible bidder, J.A. Polito and Sons of Shrewsbury, MA in the amount of \$1,117,575.50. Five bids were received and opened on September 30, 2013.

| <u>Contractor</u> | <u>Bid</u> |
|------------------------------|-----------------------------------|
| 1. JA Polito and Sons | \$1,117,575.50 |
| 2. Albanese D&S | \$1,249,600.00 |
| 3. Northeast Earth Mechanics | \$1,271,990.00 |
| 4. Albanese Bros. | \$1,304,470.00 |
| 5. Jamco Excavators | \$1,544,184.30 (tabulation error) |

The public works department also recommends continuing a contract with the design consultants, Underwood Engineers, for the construction administration and inspection engineering services in the amount of \$127,800.

The combined contracts will be funded as follows:

| | |
|---------------|--|
| JA Polito | \$1,117,575.50 |
| Underwood Eng | <u>\$ 127,800.00</u> |
| | \$1,245,375.50 <i>Required Funding</i> |

Sewer Funds

| | |
|-------------------------------------|----------------------|
| 2013 Portsmouth Avenue Warrant - SF | \$ 940,000.00 |
| 2010 Sewer Line Replacement Warrant | <u>\$ 104,791.66</u> |
| Sewer Total | \$1,044,791.66 |

| | | |
|-------------------------------------|----|-------------------------------------|
| Water Funds | | |
| 2013 Portsmouth Avenue Warrant – WF | \$ | 180,000.00 |
| 2010 Water Line Replacement Warrant | \$ | <u>20,583.84</u> |
| | \$ | 200,583.84 |
| Sewer Funds | \$ | 1,044,791.66 |
| Water Funds | \$ | <u>200,583.84</u> |
| | \$ | 1,245,375.50 <i>Funding Sources</i> |

Portions of the project lie next to three different active petroleum NHDES remediation sites. The consultants have been dealing with NHDES on the protocol if any contamination is found during our work. The consultants have built some contaminated soil associated costs into the contractor's bid. However, both the 2010 Water and Sewer Line Replacement accounts could be utilized, if required, for a project contingency.

1595.21

October 2, 2013

Paul Vlasich, P.E.
Town Engineer
Public Works Department
13 Newfields Road
Exeter, NH 03833

**Re: *Bid Tabulation and Project Budget
Portsmouth Avenue Sewer Improvements
Exeter, New Hampshire***

Dear Mr. Vlasich:

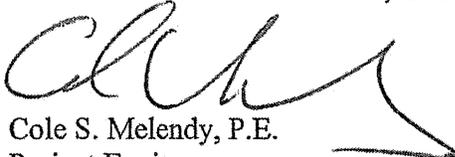
We have reviewed the bids for the referenced project received on September 30, 2013. A tabulation of bids is attached and J.A. Polito and Sons of Shrewsbury, MA is the lowest responsible bidder with a Total Base Bid of \$1,117,575.50. After completing a check of the references provided, we have found that J.A. Polito and Sons has performed similar work within the project budget, on schedule, and in a professional manner.

We understand that there may be a budget shortfall and the Town is currently evaluating the possibility of allocating additional funds to this project. We have attached a project budget summarizing our understanding of available funds. Upon confirmation that the Town can fund the project in accordance with the attached Budget Summary, (including contingency) we recommend award of the construction contract to J.A. Polito and Sons.

Please call if you have any questions.

Very truly yours,

UNDERWOOD ENGINEERS, INC.


Cole S. Melendy, P.E.
Project Engineer

Encl.

CSM/csm

BID TABULATION
PORTSMOUTH AVENUE SEWER IMPROVEMENTS
 Exeter, NH
 Bid Opening September 30, 2013

| Item No. | Quant. | Units | Item Description and Unit Price (IN WORDS) | Engineer's Opinion of Probable Cost | | JA Polito and Sons, 587 Hartford Turnpikes, Shrewsbury, MA 01545 | | Albause D&S, 66 Shiva Lane, Dracont, MA 01826 | | Northeast Earth Mechanics, 159 Barnstead Road, Pittsfield, NH 02463 | | Albause Bros., Inc., 28 Loon Hill Road, PO Box 516, Dracont, MA 01826 | | Janco Excavators, LLC, 84 Exeter Road, South Hampton, NH 03827 | | |
|--|--------|---------|--|-------------------------------------|---------------------|--|---------------------|---|---------------------|---|---------------------|---|---------------------|--|---------------------|---------------------|
| | | | | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | |
| SCHEDULE 1 - SEWERS | | | | | | | | | | | | | | | | |
| 1.1.06A | 1,250 | LF | Furnish and install 6" PVC SDR 35 sewer service connection all | \$87,750 | \$94,500.00 | \$90.00 | \$121,500.00 | \$70.00 | \$87,750.00 | \$200.00 | \$250,000.00 | \$100.00 | \$125,000.00 | \$108.00 | \$135,000.00 | |
| 1.1.06B | 4 | EA(*) | Furnish and install sewer service change including earth excavation, LF | \$4,000 | \$20,000.00 | \$5,000.00 | \$20,000.00 | \$5,000.00 | \$20,000.00 | \$2,000.00 | \$8,000.00 | \$625.00 | \$2,500.00 | \$750.00 | \$3,000.00 | |
| 1.1.10 | 2,500 | LF | Furnish and install 8" PVC SDR 35 sewer pipe all depths, including LF | \$85 | \$212,500.00 | \$85.00 | \$212,500.00 | \$95.00 | \$237,500.00 | \$150.00 | \$375,000.00 | \$170.00 | \$425,000.00 | \$140.85 | \$352,125.00 | |
| 1.1.10 | 260 | LF | Furnish and install 10" PVC SDR 35 sewer pipe all depths, including LF | \$160 | \$41,600.00 | \$160.00 | \$41,600.00 | \$170.00 | \$44,200.00 | \$200.00 | \$52,000.00 | \$185.00 | \$48,100.00 | \$151.28 | \$39,332.80 | |
| 1.5.4 | 110 | VF | Furnish and install standard 4" diameter sewer manholes including VF | \$400 | \$44,000.00 | \$400.00 | \$44,000.00 | \$400.00 | \$44,000.00 | \$500.00 | \$55,000.00 | \$500.00 | \$55,000.00 | \$440.00 | \$48,400.00 | |
| 1.6 | 10 | VF(*) | Furnish and install inside dry structure for sewer manholes VF(*) | \$100 | \$1,000.00 | \$100.00 | \$1,000.00 | \$100.00 | \$1,000.00 | \$100.00 | \$1,000.00 | \$100.00 | \$1,000.00 | \$100.00 | \$1,000.00 | |
| 1.7 | 50 | CY(*) | French Ledge Removal and Disposal (Minimum Amount of 5100/CY CY(*) | \$6,000 | \$300,000.00 | \$6,000.00 | \$300,000.00 | \$6,000.00 | \$300,000.00 | \$7,500.00 | \$375,000.00 | \$7,500.00 | \$375,000.00 | \$104.00 | \$5,200.00 | |
| 1.8 | 500 | LF(*) | Furnish and install geotextile wrap around sewer bedding stone and LF(*) | \$3,000 | \$1,500,000.00 | \$3,000.00 | \$1,500,000.00 | \$3,000.00 | \$1,500,000.00 | \$3,000.00 | \$1,500,000.00 | \$3,000.00 | \$1,500,000.00 | \$3,000.00 | \$1,500,000.00 | |
| 1.9 | 5 | EA(*) | Field core sewer manholes, 4" - 15" including pipe suspension system; EA(*) | \$608 | \$3,040.00 | \$608.00 | \$3,040.00 | \$608.00 | \$3,040.00 | \$608.00 | \$3,040.00 | \$608.00 | \$3,040.00 | \$608.00 | \$3,040.00 | |
| 1.10 | 8 | EA(*) | Removal of sewer manholes (outside trench) including backfill, EA(*) | \$500 | \$4,000.00 | \$500.00 | \$4,000.00 | \$500.00 | \$4,000.00 | \$500.00 | \$4,000.00 | \$500.00 | \$4,000.00 | \$500.00 | \$4,000.00 | |
| 1.11 | 20 | CY(*) | Furnish and install flowable fill geotextile, including backfill, CY(*) | \$150 | \$3,000.00 | \$150.00 | \$3,000.00 | \$150.00 | \$3,000.00 | \$150.00 | \$3,000.00 | \$150.00 | \$3,000.00 | \$150.00 | \$3,000.00 | |
| 1.12 | 50 | CY(*) | Additional Excavation and disposal of unsuitable materials, where CY(*) | \$20 | \$1,000.00 | \$20.00 | \$1,000.00 | \$20.00 | \$1,000.00 | \$20.00 | \$1,000.00 | \$20.00 | \$1,000.00 | \$20.00 | \$1,000.00 | |
| 1.13 | 100 | CY(*) | Furnish and install additional screened gravel/riprap stone (where CY(*) | \$30 | \$3,000.00 | \$30.00 | \$3,000.00 | \$30.00 | \$3,000.00 | \$30.00 | \$3,000.00 | \$30.00 | \$3,000.00 | \$30.00 | \$3,000.00 | |
| 1.14 | 30 | EA(*) | Exploratory test pit excavation (where ordered by Engineer); EA(*) | \$18,000 | \$540,000.00 | \$18,000.00 | \$540,000.00 | \$18,000.00 | \$540,000.00 | \$18,000.00 | \$540,000.00 | \$18,000.00 | \$540,000.00 | \$18,000.00 | \$540,000.00 | |
| 1.15 | 25 | EA(*) | Locate existing sewer service by Video Inspection, transmitter and EA(*) | \$200 | \$5,000.00 | \$200.00 | \$5,000.00 | \$200.00 | \$5,000.00 | \$200.00 | \$5,000.00 | \$200.00 | \$5,000.00 | \$200.00 | \$5,000.00 | |
| 1.15A | 1 | LS | Health and Safety Plan; LS | \$3,000 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | |
| 1.15B | 100 | LF* | Contaminated Soils Management; LF* | \$30 | \$3,000.00 | \$30.00 | \$3,000.00 | \$30.00 | \$3,000.00 | \$30.00 | \$3,000.00 | \$30.00 | \$3,000.00 | \$30.00 | \$3,000.00 | |
| 1.15C | 200 | TONS* | Lead and Haul Contaminated Soils (Min. 510); TONS* | \$15 | \$3,000.00 | \$15.00 | \$3,000.00 | \$15.00 | \$3,000.00 | \$15.00 | \$3,000.00 | \$15.00 | \$3,000.00 | \$15.00 | \$3,000.00 | |
| 1.15D | 200 | TONS* | Disposal of Contaminated Soils (Min. 599); TONS* | \$50 | \$10,000.00 | \$50.00 | \$10,000.00 | \$50.00 | \$10,000.00 | \$50.00 | \$10,000.00 | \$50.00 | \$10,000.00 | \$50.00 | \$10,000.00 | |
| 1.15E | 1 | Allow | Disposal of Contaminated Groundwater (Allowance); Allow | \$10,000 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | |
| SUBTOTAL SCHEDULE 1 | | | | \$465,250 | \$490,501 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | |
| SCHEDULE 2 - DRAINAGE (NOT USED) | | | | | | | | | | | | | | | | |
| SCHEDULE 3 - WATER | | | | | | | | | | | | | | | | |
| 3.2B | 100 | LF(*) | Furnish and install, 1" copper water service pipe including earth LF(*) | \$40 | \$4,000.00 | \$40.00 | \$4,000.00 | \$40.00 | \$4,000.00 | \$40.00 | \$4,000.00 | \$40.00 | \$4,000.00 | \$40.00 | \$4,000.00 | |
| 3.3C(3A) | 38 | EA | Furnish and install, 3/4" water service connections to existing AC EA | \$1,500 | \$57,000.00 | \$1,500.00 | \$57,000.00 | \$1,500.00 | \$57,000.00 | \$1,500.00 | \$57,000.00 | \$1,500.00 | \$57,000.00 | \$1,500.00 | \$57,000.00 | |
| 3.3C1 | 6 | EA | Furnish and install, 1" water service connections to existing AC Water EA | \$1,600 | \$9,600.00 | \$1,600.00 | \$9,600.00 | \$1,600.00 | \$9,600.00 | \$1,600.00 | \$9,600.00 | \$1,600.00 | \$9,600.00 | \$1,600.00 | \$9,600.00 | |
| 3.3C1.5 | 3 | EA | Furnish and install, 1-1/2" water service connections to existing AC EA | \$1,800 | \$5,400.00 | \$1,800.00 | \$5,400.00 | \$1,800.00 | \$5,400.00 | \$1,800.00 | \$5,400.00 | \$1,800.00 | \$5,400.00 | \$1,800.00 | \$5,400.00 | |
| 3.3C2 | 1 | EA | Furnish and install, 2" water service connections to existing AC Water EA | \$2,000 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 | |
| 3.3-AH | 4 | EA | Furnish and install, 1/2" DI Water good piece, comp. and water EA | \$2,000 | \$8,000.00 | \$2,000.00 | \$8,000.00 | \$2,000.00 | \$8,000.00 | \$2,000.00 | \$8,000.00 | \$2,000.00 | \$8,000.00 | \$2,000.00 | \$8,000.00 | |
| 3.4.12 | 3 | EA | Furnish and install, 1/2" gate valve assembly including earth excavation, EA | \$3,500 | \$10,500.00 | \$3,500.00 | \$10,500.00 | \$3,500.00 | \$10,500.00 | \$3,500.00 | \$10,500.00 | \$3,500.00 | \$10,500.00 | \$3,500.00 | \$10,500.00 | |
| 3.8 | 50 | LF(*) | Remove and dispose of Asbestos Cement pipe, all diameters including LF(*) | \$60 | \$3,000.00 | \$60.00 | \$3,000.00 | \$60.00 | \$3,000.00 | \$60.00 | \$3,000.00 | \$60.00 | \$3,000.00 | \$60.00 | \$3,000.00 | |
| SUBTOTAL SCHEDULE 3 | | | | \$99,500 | \$142,700.00 | \$115.00 | \$5,750.00 | \$115.00 | \$5,750.00 | \$115.00 | \$5,750.00 | \$115.00 | \$5,750.00 | \$115.00 | \$5,750.00 | |
| SCHEDULE 4 - COMMON ITEMS/ROAD & SIDEWALK RESTORATION | | | | | | | | | | | | | | | | |
| 2.6 | 1 | UNIT | Develop an erosion control and stormwater pollution prevention plan UNIT | \$3,000 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | |
| 2.7 | 1 | UNIT | Implement and maintain approved erosion control plan and SWPPP; UNIT | \$3,000 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | |
| 203.1 | 9,650 | LF | Seawall Pavement Including Concrete Roadway Panels; LF | \$3,500 | \$33,775.00 | \$3,500.00 | \$33,775.00 | \$3,500.00 | \$33,775.00 | \$3,500.00 | \$33,775.00 | \$3,500.00 | \$33,775.00 | \$3,500.00 | \$33,775.00 | |
| 203.2 | 1,100 | CY | Excavation and Disposal of Concrete Panels Including Pavement; CY | \$20 | \$22,000.00 | \$20.00 | \$22,000.00 | \$20.00 | \$22,000.00 | \$20.00 | \$22,000.00 | \$20.00 | \$22,000.00 | \$20.00 | \$22,000.00 | |
| 304.2 | 1,100 | CY | Furnish and install Gravel (1/2" depth); CY | \$18 | \$19,800.00 | \$18.00 | \$19,800.00 | \$18.00 | \$19,800.00 | \$18.00 | \$19,800.00 | \$18.00 | \$19,800.00 | \$18.00 | \$19,800.00 | |
| 304.3 | 250 | CY | Furnish and install Crushed Gravel (6"-8" depth); CY | \$15 | \$3,750.00 | \$15.00 | \$3,750.00 | \$15.00 | \$3,750.00 | \$15.00 | \$3,750.00 | \$15.00 | \$3,750.00 | \$15.00 | \$3,750.00 | |
| 403.99 | 1,000 | TON* | Temporary French Pavement; TON* | \$100 | \$100,000.00 | \$100.00 | \$100,000.00 | \$100.00 | \$100,000.00 | \$100.00 | \$100,000.00 | \$100.00 | \$100,000.00 | \$100.00 | \$100,000.00 | |
| 403.11B | 270 | TON | Furnish and install bituminous pavement - Machine Method (1" TON | \$80 | \$21,600.00 | \$80.00 | \$21,600.00 | \$80.00 | \$21,600.00 | \$80.00 | \$21,600.00 | \$80.00 | \$21,600.00 | \$80.00 | \$21,600.00 | |
| 417 | 4,500 | SY* | Cold paving existing pavement; SY* | \$7 | \$31,500.00 | \$7.00 | \$31,500.00 | \$7.00 | \$31,500.00 | \$7.00 | \$31,500.00 | \$7.00 | \$31,500.00 | \$7.00 | \$31,500.00 | |
| 609.5 | 350 | LF | Remove and Reset Granite Curb; LF | \$9 | \$3,150.00 | \$9.00 | \$3,150.00 | \$9.00 | \$3,150.00 | \$9.00 | \$3,150.00 | \$9.00 | \$3,150.00 | \$9.00 | \$3,150.00 | |
| 618.6 | 1 | Allow | Uniformed officer (Allowance); Allow | \$50,000 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | \$50,000.00 | |
| 618.7 | 2,000 | HRS (*) | Uniformed flagger for traffic control; HRS (*) | \$22 | \$44,000.00 | \$22.00 | \$44,000.00 | \$22.00 | \$44,000.00 | \$22.00 | \$44,000.00 | \$22.00 | \$44,000.00 | \$22.00 | \$44,000.00 | |
| SUBTOTAL SCHEDULE 4 | | | | \$22 | \$44,000.00 | \$22.00 | \$44,000.00 | \$22.00 | \$44,000.00 | \$22.00 | \$44,000.00 | \$22.00 | \$44,000.00 | \$22.00 | \$44,000.00 | |
| SUBTOTAL SCHEDULE 4 | | | | \$189,640.00 | \$79,640.00 | \$138,050.00 | \$138,050.00 | \$138,050.00 | \$138,050.00 | \$138,050.00 | \$138,050.00 | \$138,050.00 | \$138,050.00 | \$138,050.00 | \$138,050.00 | \$138,050.00 |
| SUBTOTAL SCHEDULE 4 | | | | \$628,975.00 | \$676,650.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 |
| SCHEDULE 5 - TOTAL | | | | | | | | | | | | | | | | |
| SUBTOTAL SCHEDULE 5 | | | | \$723,797.80 | \$773,797.80 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 |

BID TABULATION
FORTSMOUTH AVENUE SEWER IMPROVEMENTS
 Exeter, NH

Bid Opening September 30, 2013

| Item No. | Quant. | Units | Item Description and Unit Price (IN WORDS) | Engineer's Opinion of Probable Cost | | Albanese D&S, 66 Silvio Lane, Dineen, MA 01826 | | Northeast Earth Mechanics, 159 Barnstead Road, Pittsfield, NH 03263 | | Albanese Bros., Inc., 28 Leon Hill Road, PO Box 518, Dineen, MA 01826-4031 | | Janco Excavators, LLC, 84 Exeter Road, South Hampton, NH 03827 | |
|----------------------------|--------|-------|--|-------------------------------------|-----------------------|--|-----------------------|---|-----------------------|--|-----------------------|--|-----------------------|
| | | | | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 619.1 | 1 | UNIT | Maintenance of Traffic: | \$25,000 | \$25,000 | \$5,000.00 | \$5,000.00 | \$42,000.00 | \$42,000.00 | \$20,000.00 | \$20,000.00 | \$105,000.00 | \$105,000.00 |
| 632.0104 | 23,000 | LF | Retrospective Paint Pavement Markings, 4" Line: | \$0.25 | \$6,250.00 | \$0.25 | \$6,250.00 | \$0.20 | \$6,250.00 | \$0.20 | \$6,250.00 | \$0.19 | \$4,770.00 |
| 632.3106 | 1,000 | LF | Retrospective Thermoplastic Pavement Markings, 6" Line: | \$1.00 | \$1,000.00 | \$0.60 | \$600.00 | \$0.70 | \$700.00 | \$0.60 | \$600.00 | \$0.59 | \$590.00 |
| 632.3112 | 500 | LF | Retrospective Thermoplastic Pavement Markings, 12" Line: | \$1.80 | \$900.00 | \$1.65 | \$825.00 | \$2.00 | \$1,000.00 | \$1.75 | \$875.00 | \$1.65 | \$825.00 |
| 692 | 1 | LS | Modification (maximum 8% of total bid): | \$50,000 | \$50,000 | \$54,000.00 | \$54,000.00 | \$37,700.00 | \$37,700.00 | \$39,000.00 | \$39,000.00 | \$71,000.00 | \$71,000.00 |
| 1010.2 | 1 | Allow | Asphalt Escalation: | \$5,000 | \$5,000 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 |
| SUBTOTAL SCHEDULE 4 | | | | | \$438,725 | | \$431,525.00 | | \$515,700.00 | | \$485,895.00 | | \$594,229.50 |
| BASE BID SUMMARY | | | | | | | | | | | | | |
| Schedule 1 | | | | | \$465,250.00 | | \$680,025.00 | | \$676,650.00 | | \$628,975.00 | | \$723,797.80 |
| Schedule 3 | | | | | \$99,500.00 | | \$138,950.00 | | \$79,640.00 | | \$189,600.00 | | \$226,157.00 |
| Schedule 4 | | | | | \$438,725.00 | | \$431,525.00 | | \$515,700.00 | | \$485,895.00 | | \$594,229.50 |
| Total Base Bid | | | | | \$1,003,475.00 | | \$1,249,600.00 | | \$1,271,990.00 | | \$1,304,470.00 | | \$1,544,184.30 |
| | | | | | | | | | | | | BID | |

Notes: 1. Janco Excavators' bid contained no error summing the extended totals for Schedule 4 items. Based on their unit bid prices their base bid price was \$1,544,184.30 and they remain the highest bid received.

BIDS TABULATED BY:

ENGINEER: Heidi Hutchinson
 DATE: _____

BIDS CHECKED BY:

ENGINEER: Cole Melandy
 DATE: 10/2/13

The information presented above accurately reflects the bids received after review by the Engineer.

DRAFT

**ENGINEERING CONSTRUCTION PHASE
CONTRACT FOR PROFESSIONAL SERVICES
FOR
TREATMENT WORKS**

CITY/TOWN OF Exeter, NEW HAMPSHIRE

This AGREEMENT made and entered into at Rockingham County, New Hampshire, this _____ day of _____ 20____, by and between City/Town of Exeter, NH hereinafter called the OWNER, and Underwood Engineers, Inc. hereinafter called the ENGINEER.

WITNESSETH:

WHEREAS, the OWNER intends to construct Treatment Works Portsmouth Avenue Sewer Improvements, Scope of Services – Attachment A

hereinafter called the PROJECT, and

WHEREAS, professional sanitary engineering services will be required for construction administration, resident engineering and related services, and

WHEREAS, such services are of a distinct professional nature and hence not subject to the bidding process, NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the OWNER hereby employs the ENGINEER to furnish the following engineering services in connection with the proposed PROJECT; and it is agreed by and between the OWNER and the ENGINEER as follows:

I. Services to be Performed by the ENGINEER

A. Upon execution of this AGREEMENT, the ENGINEER shall proceed with the general administration of construction and full-time inspection by qualified personnel of the contractor's work to assure compliance with the contract documents and any coincident or subsequent changes or change orders for the construction of the treatment works for the (Town/City) of Exeter, New Hampshire. Said services shall include, but shall not necessarily be limited to:

1. General Construction Administration

- a. Updating and modifications of contract documents to meet changed site and project conditions or variations in State or Federal requirements.
- b. Assistance in securing construction bids, conduct bid opening, tabulation and analysis of bids, and recommendation regarding award of contract. A copy of the bid analysis will be furnished to the Department of Environmental Services, Water Division, hereinafter called the DIVISION, and EPA. (Where applicable)
- c. Completion of formal contract documents for the award of contracts.
- d. Checking detail construction, shop and erection drawings submitted by the contractor.
- e. Reviewing laboratory, shop, and mill test reports of materials and equipment.
- f. Preparation of drawings and technical material as required to supplement and/or clarify the contract documents.
- g. Review, verification, and approval of estimates for periodic and final payments to the contractors for submittal to the OWNER and the DIVISION.
- h. Periodic inspection of work and final inspection.

i. Observing and reporting performance and qualifying tests required by specifications.

j. Keeping daily records of construction progress and compiling same into progress reports for submission to the OWNER and DIVISION.

k. Verifying and keeping records of construction items of work accomplished for use as a basis of checking contractors' monthly estimates.

l. Consultation and advise during construction.

m. Determination of need for and preparation of change orders for approval by the OWNER and DIVISION based on conditions found during construction and/or additions or modifications to the work requested by the OWNER and approved by the ENGINEER and the DIVISION and implemented at a price recommended by the ENGINEER as equitable. For change order items exceeding \$10,000, the ENGINEER shall prepare an independent cost estimate.

n. Determination of "equality" for substitution of materials and equipment specified and securing DIVISION approval thereof.

o. Provide and maintain construction control lines and grades. For sewers - offset lines and grade elevations, with cut depths at manholes; at treatment plant and pumping station sites - base lines for layout and benchmarks.

p. Preparation of application, supporting and associated documents for Federal, State, and other grant or loan programs, including monthly reimbursement requests.

q. Preparation of certificate of substantial completion and contract completion.

r. Assist the OWNER in obtaining the required project related approvals of State and Federal agencies.

2. Resident Inspection and Other Special Services

a. The ENGINEER agrees to provide at least one Registered Professional Civil Engineer on the project site and one or more inspectors as necessary (full or part time) to assist the ENGINEER in the work of General Administration as described under I(A) and in observing construction activity for compliance with the contract documents and any associated change orders. The DIVISION shall be notified in writing of the name of the resident engineer, assistant engineers, and construction inspectors, and shall be provided with a brief history of the resident engineer's construction experience. The resident engineer and his inspectors shall be in the employ of and under direct control of the ENGINEER. It is further agreed that failure of the resident engineer to administer the PROJECT to the satisfaction of the DIVISION or OWNER is deemed to be sufficient basis for his removal from the PROJECT and replacement.

b. The ENGINEER agrees to provide supervision of initial start-up and operation and for services during the twelve-month warranty period and to prepare the Project Performance Certification and associated documentation.

c. Preparation of an Operation and Maintenance Manual for approval by the DIVISION. After DIVISION approval, the ENGINEER agrees to supply five (5) sets of the completed manual, one (1) of which will be for the DIVISION.

d. Preparation of record drawings of the work as constructed. Three (3) sets of prints to be furnished, one (1) of which shall be for the DIVISION.

II. The OWNER'S Responsibilities

A. Assist the ENGINEER by placing at his disposal all available information pertinent to the PROJECT, including previous reports and other data relative to the reports.

B. Make provisions for the ENGINEER to enter upon public and private lands, municipal facilities and

industrial establishments as required to perform work under this AGREEMENT.

C. The OWNER also agrees to comply with DIVISION and Federal (Where applicable) requirements as they relate to this project.

III. Compensation to be Paid the ENGINEER

A. Method of Payment Amount of Fee

1. Payment to the ENGINEER, for services rendered, shall be according to the following schedule:

Statements will be rendered (with modifications if necessary) monthly with billing by the hour and rate by labor category with mark-up and incidental expenses in accordance with the attached fee schedule.

2. The OWNER agrees to pay and the ENGINEER agrees to accept for all services under this AGREEMENT, a fee not to exceed

_____ Dollars
(\$ 127,800).

B. Limits of All Payment

1. The ENGINEER further agrees that the following fee for his services under I (A)(1), for Construction Administration on this PROJECT, (exclusive of work performed by resident engineering staff) is adequate to complete the work and shall not exceed

_____ Dollars
(\$ 28,500).

2. Payment to the ENGINEER for resident engineering and other special services shall be as follows:

a. Resident engineering and supporting staff (as agreed to by the OWNER and DIVISION) as described under I (A)(2)(a) for a period of 98 working days, an amount not to exceed

_____ Dollars
(\$ 89,300).

Overtime shall be converted to equivalent fractions of 8-hour days. If the number of working days for inspection personnel stated above is not sufficient to provide adequate inspection of the PROJECT, it is agreed that the additional cost of resident services may be negotiated with the OWNER and the DIVISION.

b. For supervision of initial start-up and operation of the project and Project Performance Certification as described under I (A)(2)(b), during a period of twelve (12) months, an amount not to exceed

_____ Dollars
(\$ 4,100).

c. For preparation of the Manual as described under I (A)(2)(c) and instructions on its use, an amount not to exceed

_____ Dollars
(\$ _____).

d. For special services, an amount equal to the actual cost of such work. The actual cost shall include compensation to the ENGINEER for his work on these services. The ENGINEER also assures the OWNER that the moneys to be paid under this item are adequate for the work proposed and shall not exceed

_____ Dollars
(\$ _____).

e. For preparation of the Record Drawings as described under I (A)(2)(d), an amount not to exceed

_____ Dollars
(\$ 5,900).

IV. Additional Covenants

A. The ENGINEER agrees to provide in active charge of this PROJECT for the life of the contract a Project Engineer who is a permanent employee of the ENGINEER and who is a "qualified sanitary engineer" as defined under the DIVISION'S "Rules and Regulations for the Prequalification of Consulting Engineers." The Project Engineer shall be*

Philip D. MacDonald, P.E.

(name and address)

* *Resume clearly describing the candidate's qualifications for the assignment is appended for convenience of reference.*

Any proposed change in identity of the Project Engineer on the PROJECT shall first be approved by the DIVISION before transfer of responsibility is made. Failure of the Project Engineer to administer the PROJECT to the satisfaction of the OWNER and/or DIVISION is deemed sufficient basis for his removal and replacement.

B. The ENGINEER agrees to be solely responsible for all bills or claims for payment for services rendered by others and for all services and materials employed in his work, and to indemnify and save harmless the OWNER, and all the OWNER'S officers, agents and employees against all suits, claims or liability of every name and nature arising out of or in consequence of the negligent acts or failures to act of the ENGINEER or others employed by him in the performance of the work covered by this AGREEMENT.

C. The ENGINEER further agrees to procure and maintain at his expense such workmen's compensation insurance as is required by the statutes and public liability insurance in amounts adequate to provide reasonable protection from claims for bodily injury, death or property damage which may arise from his performance and the performance of his employees under this AGREEMENT.

D. All documents, including original drawings, design calculations, work sheets, field notes, estimates, and other data shall remain the property of the OWNER; they shall be transmitted to the OWNER in clean and orderly condition on demand by the OWNER; however, these may be left in the possession of the ENGINEER at the OWNER'S discretion.

E. The ENGINEER shall not sublet, assign or transfer any part of the ENGINEER's services or obligations (except special services) under this AGREEMENT without the prior approval and written consent of the OWNER, and the contract shall be binding upon and inure to the benefit of the parties, their successors and assigns.

F. It is further agreed that before any construction is undertaken the ENGINEER will assist the OWNER or his authorized agent in providing the DIVISION with clear documentation certifying that the purchases of land have been secured to provide for location of the treatment works and other associated structures and equipment as shown on the construction plans or described in the specifications. Similar documentation shall be submitted on approvals from the State Highway Department regarding location of the treatment works and other project related facilities within rights-of-way and other lands under its jurisdiction.

G. The ENGINEER also agrees to provide in active residence and full time control at the site of the proposed construction a DIVISION approved registered civil engineer and DIVISION approved inspectors (full time, part time) as needed with the experience and other approved background to assist the ENGINEER in the work of General Administration and to assure contractor's conformance with the plans and specifications and any approved coincident or subsequent changes or change orders related to the PROJECT. The resident registered engineer for the life of this contract shall be

TBD

(Name and Address)

(Append resume describing Candidate's qualifications)

Any Proposed change in the identity of the resident engineer on this PROJECT must first be approved by the DIVISION before transfer of responsibility is made. Additionally, if it is found by the DIVISION that a resident engineer (or inspector) cannot or will not administer the PROJECT in a manner satisfactory to the DIVISION, the ENGINEER agrees to replace him promptly upon receipt of a written request from the DIVISION with a qualified resident engineer who will acceptably administer the PROJECT. It is further agreed that failure of the ENGINEER to abide by the above covenant is sufficient cause for removal from the DIVISION'S Roster of Prequalified Engineers.

V. Termination

A. The OWNER shall have the right at any time for any reason whatsoever to interrupt or terminate the work required of the ENGINEER under this AGREEMENT,

with a seven (7) day written notice of such interruption or termination transmitted to the ENGINEER by the OWNER. In the event of termination of this AGREEMENT, without fault on the part of the ENGINEER, the ENGINEER shall be entitled to compensation as determined by the DIVISION for all work performed to the satisfaction of the DIVISION and the OWNER, and pursuant to this AGREEMENT. In order that the ENGINEER shall receive payment under termination notice, all plans, drawings, tracings, field notes, estimates, specifications, proposals, sketches, diagrams, and calculations, together with all other materials and data prepared in connection with the PROJECT shall be transmitted to the OWNER in a form acceptable to the OWNER and DIVISION.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Rockingham County, New Hampshire, the day, month, and year first above written.

ENGINEER: Underwood Engineers, Inc.

By: **Keith A. Pratt, P.E., President**
(Authorized Representative*)

Date: _____

By: **W. Steven Clifton, Vice President**
(Authorized Representative*)

Date: _____

OWNER: Town of Exeter, NH

By: Russell Dean
(Authorized Representative*)

Date: _____

APPROVED: **

DEPARTMENT OF ENVIRONMENTAL SERVICES
Water Division

By: Paul L. Heirtzler, P.E., Esquire, Administrator
(Authorized Representative)

Date: _____

* Signatures should be supported by appropriate document.

** It is agreed that as an act in furtherance of its statutory authority to approve engineering agreements for treatment works, the DIVISION's approval does not impose any contractual obligation or liability on the State of New Hampshire, the Department of Environmental Services or the Division.

Approved as to form:

Town Counsel

At a meeting of the Partners/Directors of Underwood Engineers, Inc., held on May 10, 2013, at which all the Partners/Directors were present, except _____

_____, it was

VOTES: That all contracts may be signed by either of the following combinations:

Keith A. Pratt, President and W. Steven Clifton, Vice President

A true copy

Attest: Colleen A. Morrow, Secretary/Treasurer

Place of Business: 25 Vaughan Mall, Unit 1, Portsmouth, NH 03801-4012

Date of this Contract: _____

I hereby certify that I, Colleen A. Morrow, am the Secretary/Treasurer of Underwood Engineers, Inc., that Keith A. Pratt is the duly elected President, W. Steven Clifton is duly elected Vice President, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

Colleen A. Morrow, Secretary/Treasurer

**ADDENDUM
TO
PROFESSIONAL ENGINEERING SERVICES CONTRACT
FOR
TREATMENT WORKS**

THIS ADDENDUM to the ENGINEERING CONTRACT FOR PROFESSIONAL SERVICES FOR TREATMENT WORKS (the "Agreement") made effective this _____ day of _____ 200_, by the Town of Exeter, New Hampshire, hereinafter referred to as the "**Owner**", and UNDERWOOD ENGINEERS, INC. hereinafter referred to as the "**Engineer**", a New Hampshire corporation with its principal place of business at 25 Vaughan Mall, Portsmouth, New Hampshire 03801-4012.

-- WITNESSETH --

RECITALS

WHEREAS, the **Owner** requires, and the **Engineer** agrees to provide certain professional engineering services (the "Services") in connection with engineering design of treatment works (hereinafter referred to as the "Project") at Exeter, New Hampshire;

WHEREAS, the Addendum is incorporated into the Agreement by reference herein and made part thereof.

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the **Owner** and the **Engineer**, agree as follows:

Limitation of Liability

Owner agrees to limit the liability of **Engineer** to **Owner** and to all construction Contractors or Subcontractors on the project, due to negligent acts, errors or omissions by **Engineer**, such that the total aggregate liability to all those named shall not exceed \$50,000 or the total fee for services rendered on this project by **Engineer**, whichever is the greater.

Addendum

Page 1

Engineering Services Contract

G:\REALNUM\1500's\1595 Exeter, NH - Portsmouth Ave Improv\Contract\2013\Construction\Addendum to Contract - Lim liab.doc

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Rockingham
County, New Hampshire, the day, month, and year first above written.

ENGINEER: Underwood Engineers, Inc.

By: **Keith A. Pratt, P.E., President**
(Authorized Representative)
Date: _____

By: **W. Steven Clifton, P.E., Vice President**
(Authorized Representative*)
Date: _____

OWNER: Town of Exeter, NH

By: Russell Dean
(Authorized Representative*)
Date: _____

* Signatures should be supported by appropriate document.

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER NH SAG & SRF

Form Approved
DES 11/00

PART I - GENERAL

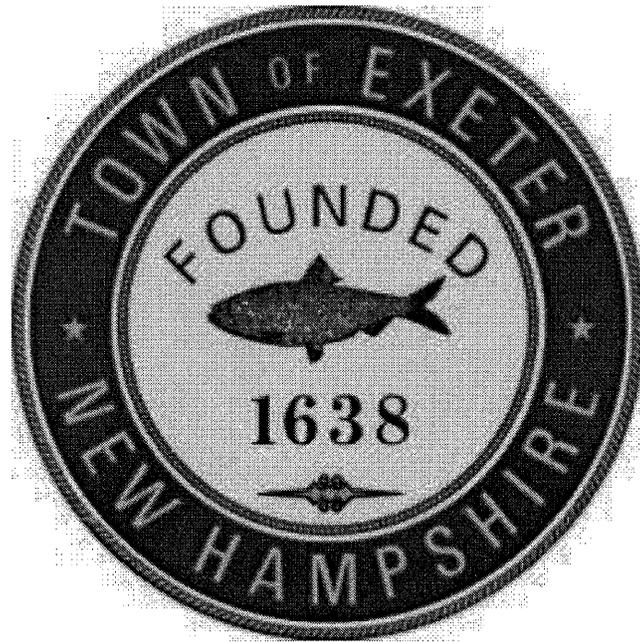
| | | |
|--|--|--|
| 1. GRANTEE / LOANEE Town of Exeter, NH | | 2. GRANT/LOAN NO. |
| 3. NAME OF CONTRACTOR OR SUBCONTRACTOR Underwood Engineers, Inc. | | 4. DATE OF PROPOSAL |
| 5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP) 25 Vaughan Mall, Portsmouth, New Hampshire 03801-4012 | | 6. TYPE OF SERVICE TO BE FURNISHED Construction Phase Engineering |

PART II - COST SUMMARY

| 7. DIRECT LABOR (Specify labor categories) | HOURS | HOURLY RATE | ESTIMATED COST | TOTALS |
|---|-------|-------------|-------------------|---------------------|
| Principal | 6 | \$55.00 | \$330.00 | |
| Sr. Project Manager | 0 | \$50.00 | \$0.00 | |
| Project Manager | 63 | \$45.00 | \$2,835.00 | |
| Sr. Project Engineer | 0 | \$40.00 | \$0.00 | |
| Project Engineer | 178 | \$30.00 | \$5,340.00 | |
| Project Engineer (II) | 0 | \$25.00 | \$0.00 | |
| Sr. Resident Engineer | 745 | \$30.00 | \$22,350.00 | |
| Resident Engineer (Night) | 171 | \$36.00 | \$6,156.00 | |
| Technician | 40 | \$25.00 | \$1,000.00 | |
| Clerical | 62 | \$19.00 | \$1,178.00 | |
| DIRECT LABOR TOTAL: | | | | \$39,189.00 |
| 8. INDIRECT COSTS (Specify indirect cost pools) | RATE | x BASE = | ESTIMATED COST | |
| | 1.76 | \$39,189.00 | \$68,972.64 | |
| INDIRECT COST TOTAL: | | | | |
| 9. OTHER DIRECT COSTS | | | | |
| a. TRAVEL | | | ESTIMATED COST | |
| (1) TRANSPORTATION (\$0.565 per mile) | | | \$1,994.45 | |
| (2) PER DIEM | | | \$0.00 | |
| TRAVEL COSTS TOTAL: | | | \$1,994.45 | |
| b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories) | | | ESTIMATED COST | |
| prints, phone, fax | QTY | COST | \$338.97 | |
| | 1 | \$338.97 | \$338.97 | |
| | 0 | \$0.00 | \$0.00 | |
| | 0 | \$0.00 | \$0.00 | |
| | 0 | \$0.00 | \$0.00 | |
| EQUIPMENT SUBTOTAL: | | | \$338.97 | |
| c. SUBCONTRACTS | | | ESTIMATED COST | |
| | | | \$0.00 | |
| | | | \$0.00 | |
| SUBCONTRACTS SUBTOTAL: | | | \$0.00 | |
| d. OTHER (Specify categories) | | | ESTIMATED COST | |
| | | | \$0.00 | |
| OTHER SUBTOTAL: | | | \$0.00 | |
| e. OTHER DIRECT COSTS TOTAL: | | | | \$2,333.42 |
| 10. TOTAL ESTIMATED COST | | | | \$110,495.06 |
| 11. PROFIT | | | | \$17,304.94 |
| 12. TOTAL PRICE | | | | \$127,800.00 |

Sponsor-A-Roadway Program Booklet

Exeter, New Hampshire



Town of Exeter, New Hampshire

Public Works Department

September 2013

Sponsor-A-Roadway Program Booklet

Town of Exeter, New Hampshire

Welcome to the Town of Exeter's Sponsor-A-Roadway Program. On behalf of the Exeter Public Works Department, I would like to personally thank you for your effort to remove the unsightly litter that detracts from the scenic beauty of our town. This booklet contains all of the information you will need to participate in the program, but if questions arise, please feel free to contact Jay Perkins, Highway Superintendent at the Exeter Public Works Department at 603-773-6157 or jperkins@exeternh.gov.

Jennifer R. Perry, Director

Exeter Public Works

Administrative Rules Governing the Sponsor-A-Roadway Program

Town of Exeter, New Hampshire

SPONSOR-A-ROADWAY

Purpose

The sponsor-a-roadway program is designed to allow citizens an opportunity to sponsor a section of Exeter town road for purposes of removing litter from and enhancing the beauty of the sponsored section. This program will foster public awareness of the litter problem along Town roads by making the sponsored section of roadway an example of community involvement that improves the beauty of the area. The program fosters recycling of appropriate litter. The following sections set forth requirements to be applied in the administration of the sponsor-a-roadway program.

Scope

- (a) This part shall apply to all individuals, groups, organizations, and members of the business community who wish to participate in the sponsor-a-roadway program and to all department personnel who administer the program.
- (b) Sponsoring groups may, but shall not be required to, use maintenance providers to accomplish the litter removal in areas where the safety of volunteers can reasonably be maintained during the litter removal effort.
- (c) Sponsoring groups shall use maintenance providers to accomplish the litter removal on those sections of roadway where the safety of volunteers cannot reasonably be maintained during the litter removal effort.

Definitions

- (a) "Department" means Town of Exeter Public Works Department
- (b) "Superintendent" means the Highway Superintendent in charge of roadway maintenance for the Town of Exeter, or any other person designated by the Superintendent to act for the Department pursuant to these rules
- (c) "Group" means an individual, family, neighborhood, non-partisan non-profit organization or non-partisan profit making enterprise, which has requested and received approval to participate in the sponsor-a-roadway program.

- (d) "Maintenance Provider" means a person or organization, which has been prequalified by the New Hampshire Department of Transportation or the Town of Exeter Public Works Department to provide litter removal services upon roadways.

Applications

- (a) An individual or the authorized representative of a group who desires to participate in the sponsor-a-roadway program shall submit an application to the Town of Exeter, Public Works Department. Hereinafter, references to requirements for groups shall also apply to individuals who wish to sponsor a section of roadway, unless otherwise noted or clearly indicated by the context.
- (b) The application shall be made on a form available from the Town of Exeter Public Works Department
- (1) Date of application;
 - (2) Name, telephone number, and complete mailing address of a contact person for the group;
 - (3) Identification of up to 3 road sections, in order of preference, that the group is interested in sponsoring;
 - (4) Number of miles the group will elect to use a maintenance provider to provide litter removal services in the sponsored section of roadway.
- (c) Applications received by the Exeter Department of Public Works shall be reviewed without regard to the race, color, creed, sex, national origin, age, mental or physical disability, marital status, or social affiliation of the applicants.
- (d) The Superintendent shall deny an application if the applicant is a group whose primary purpose is supporting or opposing political candidates, or working towards the passage or non-passage of a specific piece of legislation, or advocating for or against a specific public policy agenda.
- (e) The Superintendent shall deny an application to sponsor a section of roadway if the area has already been sponsored by a different applicant.
- (f) The Superintendent shall deny an application if the section proposed for sponsoring contains one or more of the following attributes:
- (1) A work area, which is rendered unsafe without active traffic control;
 - (2) Terrain that is too steep, rugged, or densely vegetated to be safely accessed by pedestrians;
 - (3) Active construction or maintenance sites; or
 - (4) Any other site condition which makes the area unsuitable to be serviced by the applicant group's general age level or experience.

Agreements

- (a) If the application submitted by the group is approved by the Superintendent, the Superintendent and the applicant shall execute a written agreement with the Public Works Department providing for the group's participation in the sponsor-a- roadway program.
- (b) The sponsor-a-roadway agreement shall contain the following required terms if litter removal efforts are to be performed by volunteers:
 - (1) An acknowledgement by the group of the hazardous nature of the work involved in participating in the sponsor-a-roadway program;
 - (2) An acknowledgement that the group agrees to abide by applicable laws and rules relating to safety;
 - (3) Any special conditions imposed by the Superintendent to enhance the safety of the group or its members during the litter removal operations in the sponsored section of roadway,
 - (4) An agreement that the times available to perform litter removal operations shall not include holidays or times of peak traffic flow for the sponsored section; and
 - (5) Additional agreements relating to the collection, aggregation, separation, or storage of collected materials which serve to reduce the cost of litter removal services.
- (c) An sponsor-a-roadway agreement involving a maintenance provider shall contain the following additional required terms:
 - (1) Maintenance providers shall provide and/or install:
 - a. All necessary trash bags and consumable safety supplies;
 - b. Safety training for employees;
 - c. Temporary traffic warning signs for use in litter removal operations, and;
 - d. Fixed signage in the sponsored section of roadway bearing the group's name or acronym.
 - (2) All litter removal operations shall occur during the normal work week, and not on weekends or holidays, or within the peak traffic flow hours of any day for the sponsored section;
 - (3) The maintenance provider shall unconditionally agree to provide litter removal services for a minimum period of 4 months from the date of approval for the sponsored section;

- (4) No maintenance provider shall perform litter removal services prior to providing a written certificate of insurance coverage to the Town, naming the Town as an additional insured;
 - (5) All positive reports and evaluations, as well as concerns, complaints or reports of deficiency received by the department shall be shared with the contact person of the sponsoring group as well as the maintenance provider;
 - (6) That nothing in the agreement between the group and the maintenance provider shall be construed as creating a contract between the department and the maintenance provider, and that there is no promise by the department, express or implied, to make any form of payment or perform any form of service whatsoever to the maintenance provider; and
 - (7) Upon completion of each litter removal operation, the maintenance provider shall;
 - a. Place the collected litter in one or more locations off of the traveled way for convenient removal by the department; and
- (d) In all cases, the department shall agree to either remove, or effect removal of, filled trash bags as soon as practicable after the cleanup.

Responsibilities of the Department to Volunteer Groups

Unless modified by the express terms of the written sponsor-a-roadway agreement, the department shall perform the following duties with respect to those groups who participate in the sponsor-a-roadway program through the use of volunteers:

- (a) The department shall accept, review, and approve or deny applications submitted for participation in the sponsor-a-roadway program;
- (b) The department shall work with the group to determine the specific section(s) of the roadway right of way to be sponsored;
- (c) The department shall erect and pay for signs facing oncoming traffic, at the beginning of the sponsored section of roadway bearing the group's name or acronym. Groups shall not display any product identification, logos, address, telephone number, or product or service reference;
- (d) The department shall replace vandalized signs for an approved group up to 2 times per sponsored section of roadway. Upon the third destruction of a sign location, it shall not be replaced unless the group pays for all costs associated with the sign's replacement. This sign shall remain the property of the Town of Exeter upon termination of an agreement;
- (e) The department shall provide a representative for an initial safety briefing and after that a designated person from the group shall conduct such briefings; and

- (f) The department shall provide trash bags and safety supplies, including safety vests and temporary warning signs to volunteer groups performing litter removal. The group may obtain safety vests, at their own expense from a different source, provided that they are approved by the Superintendent based upon comparable area of reflectivity, color and material prior to being used.

Responsibilities of the Group or Maintenance Provider

- (a) Volunteer groups who participate in the sponsor-a-roadway program shall be subject to the following:
 - (1) Groups shall submit complete application forms to the department.
 - (2) Groups shall not begin any litter removal operation upon their sponsored section of roadway until:
 - a. All forms and agreements regarding the program have been completed, returned to and approved by the Superintendent;
 - b. A proposed date for the operation has been provided to and approved by the Superintendent; using the following criteria:
 - 1. Required safety supplies are in fact available for loan to the group on that date, and
 - 2. No construction or maintenance operations are scheduled for the sponsored section of roadway on that date;
 - c. A designated safety person will be identified by the Superintendent; and
 - d. The group has picked up all required trash bags and safety supplies from the Department;
 - (3) Groups shall sponsor at a minimum a section of roadway approximately 1 mile in length, for litter removal in both directions or travel;
 - (4) Groups shall sponsor a section of roadway for a period of 2 years;
 - (5) Groups shall clean up litter a minimum of 4 times per year in the months of April, June, August, and October;
 - (6) Groups sponsoring sections where heavy littering occurs, including but not limited to rest areas, scenic areas, and those affected by special events shall agree to perform up to 4 additional cleanups as specified by the Superintendent;
 - (7) The group shall appoint or select a person to serve as a contact person for the group;

- (8) The group shall notify the Superintendent in writing of any changes to the name or address of the contact person which occurs during the term of the agreement, within 30 days from the date of the change;
 - (9) No participant shall be under 16 years of age for service on a limited access multi-lane roadway, turnpike, or interchange, or under 11 years of age in all other cases;
 - (10) The group shall obtain the required safety supplies and materials from the Exeter Department of Public Works during regular business hours, Monday through Friday, 7:00 a.m. through 3:00 p.m., at a mutually agreed upon date and time;
 - (11) The group shall not sub-contract or assign its duties and responsibilities to any other group, organization, or a prequalified maintenance provider unless approved in advance in by the Superintendent in writing;
 - (12) The group shall place and seal all litter in trash bags furnished by the department and place them by the edge of the roadway or where designated by the Superintendent;
 - (13) If the group discovers illegal substances during their cleanup, the group shall leave the substances where found and notify the Exeter Police Department and the Superintendent by telephone or in the "status report", as appropriate;
 - (14) If the group discovers items of value during their cleanup, the group shall use their best efforts to preserve the valuable item, and notify the Exeter Police Department and the Superintendent by telephone or in the "status report", as appropriate;
 - (15) If the group chooses to recycle the litter, the group shall dispose of the recyclable litter appropriately; and
 - (16) The group shall return unused materials and safety supplies furnished by the Public Works to the department in a neat and clean condition within 2 working days following each cleanup.
- (b) All persons participating in a litter removal operation shall adhere to the following minimum safety standards:
- (1) The group shall limit the size of cleanup crews to a maximum of 20 people per 1 mile section of sponsored roadway;
 - (2) The group shall include on site during the entire litter removal operation at least one person 18 years of age or older for every 6 or fewer participants who are between the ages of 11 and 16 participating in the litter removal crew;

- (3) The group shall not clean up litter during hours of darkness, peak traffic hours, periods of active roadway construction or maintenance, holidays, or weather conditions that interfere with visibility;
 - (4) Each participant shall notify the designated safety person of any allergies, infirmities or other conditions that might interfere with his or her ability to participate in the cleanup, prior to beginning work;
 - (5) The group shall provide the designated safety person with the following items, to be kept on site during the litter removal operation:
 - a. An adequate supply of potable drinking water; and
 - b. Supplies for first aid response to minor injury, such as;
 1. Cuts, scrapes, or abrasions;
 2. Sunburn;
 3. Stinging insects; or
 4. Exposure to irritating plants, such as poison ivy;
 - (6) No vehicle transporting a participant or in active use for litter removal operations shall be parked within the traveled way of a limited access multi-lane divided roadway, turnpike, or interchange;
 - (7) Group participants shall wear department-supplied or approved safety vests during the litter removal operation;
 - (8) Group participants shall wear appropriate clothing suited for protection against hazardous objects, insects, and anticipated weather during cleanups;
 - (9) The group shall erect and maintain the supplied temporary warning signs as directed by the Superintendent;
 - (10) Group participants shall perform all work off the roadway;
 - (11) Group participants shall not consume any alcoholic beverages or controlled substance, or be impaired by any substance while occupying their sponsored section of roadway;
 - (12) The group shall not move large or potentially hazardous substances including but not limited to hypodermic needles and animal carcasses; and
 - (13) No participant shall use a tape player, disc player, radio, or other device that might distract the participant, or reduce the ability to see or hear oncoming traffic, during litter removal operations.
- (c) The designated safety person of the group shall perform the following duties;

- (1) The designated safety person shall organize and conduct safety briefings prior to the commencement of each litter removal operation;
 - (2) The briefing shall orally review each of the following points:
 - a. The importance of safety during the litter removal effort;
 - b. Each general condition noted in (a) above;
 - c. Each minimum standard of safety noted in (b) above; and
 - d. Any special concerns noted by the Superintendent;
 - (3) At the conclusion of the safety briefing, the designated safety person shall prepare a "safety signature sheet" in such format as the group may design, but containing the following:
 - a. The signature of each participant certifying that the general conditions and minimum standards of safety were explained in his or her presence; and
 - b. For any participant below the age of 16 years, written consent for such participation from a parent or guardian directed to the group for the designated safety person;
 - (4) The designated safety person shall sign and date the safety signature sheet and attach it to the status report filed in accordance with (b) above;
 - (5) The designated safety person shall know the location of the nearest portable or emergency telephone, which could be accessed in case of an emergency;
 - (6) The designated safety person shall position him or herself to monitor the activities of the group members in order to facilitate safe participation during cleanups;
 - (7) The designated safety person shall erect and maintain the temporary warning signs provided by the department within 150 meters (500 feet) in advance of where a cleanup is occurring, or where they will be visible to oncoming traffic for such distance; and
 - (8) The designated safety person shall immediately notify the Superintendent if a fatality or injury resulting in any treatment by a physician occurs to a member of the group while the group is engaged in a cleanup of their sponsored section of roadway.
- (d) Following each sponsor-a-roadway litter cleanup effort, the group or maintenance provider shall complete a status report containing the following information, and return it to the Superintendent within 10 working days:
- (1) Group name;
 - (2) Date of litter pick-up;

- (3) Name of designated safety person;
 - (4) Identification of roadway portion cleaned;
 - (5) Number of litter bags filled;
 - (6) Number of miles covered;
 - (7) Number of participants;
 - (8) Hours spent on cleanup;
 - (9) Large, unusual, valuable, or hazardous items found during the clean up and their approximate locations;
 - (10) Any injuries to persons which occurred during the cleanup effort; and
 - (11) The safety signature sheet prepared by the designated safety person.
- (e) Unless modified by the express terms of a written sponsor-a-roadway agreement, a maintenance provider shall adhere to the general conditions and minimum safety standards.

Liability

The group and its participants shall agree to hold harmless the Town of Exeter and its agents from claims arising out of the work and services provided.

Renewal

- (a) If a group wishes to renew its participation in the sponsor-a-roadway program, the group shall obtain from the department, complete, and submit a renewal form to the Superintendent at least 30 days prior to the termination of the agreement.
- (b) The group shall provide the following information on the renewal form:
 - (1) Name of sponsoring organization, group or individual(s);
 - (2) Identification of sponsored section by route number, road name, or other information which might serve to accurately define the boundaries of the sponsored section;
 - (3) Whether the group wishes to renew sponsoring the same section; and
 - (4) Name, address and telephone number of the group contact person to serve for the next 2 year sponsoring period.
- (c) The submission of a renewal form 30 days prior to termination of an agreement shall preserve the group's right of first refusal to continue to provide litter removal services on the same section of roadway. If approved by the Superintendent, the signed renewal form shall serve to extend and/or modify the terms of the sponsor-a-roadway agreement previously signed between the group and the department.

- (d) If a group chooses not to renew sponsoring the original section, the group shall have equal opportunity to apply for sponsoring of other sections of available roadways.

Termination or Suspension

- (a) Upon the occurrence of one or more of the following events, the Public Works Department shall provide written notice to the group that a reason exists to terminate the sponsor-a-roadway agreement;
- (1) The group fails to file a renewal form with the Superintendent after fulfilling its 2 year obligation;
 - (2) The group fails to comply with a term or condition of the agreement or these rules;
 - (3) The sponsor-a-roadway program is eliminated or discontinued by the department; or
 - (4) A maintenance provider fails to comply with a term or condition of the agreement of these rules.
- (b) If notice is provided pursuant to (a) above, the deficiency shall be corrected by the group within 30 days following the date of the written notice of deficiency.
- (c) Upon the occurrence of one or more of the following events, the department shall provide written notice to the group of the immediate suspension of the sponsor-a-roadway agreement and notice of the commencement of an adjudicative proceeding.
- (1) The group is engaging in unsafe activity as determined by noncompliance with the safety terms in their agreement;
 - (2) The group attempts to subcontract litter removal operations to a maintenance provider without receipt of prior written approval from the Superintendent;
 - (3) A maintenance provider fails to maintain the minimum standards required for prequalification;
 - (4) A maintenance provider fails to maintain the minimum standards for safety;
 - (5) A group fails to correct a deficiency within 30 days of receipt of written notice of such deficiency pursuant to (a) above.

Hearings

- (a) A group may request hearing for review of one or more of the following actions:
- (1) Denial of an application for sponsor-a-roadway participation;
 - (2) Denial of a request to renew an sponsor-a-roadway agreement;
 - (3) Termination of an sponsor-a-roadway agreement;

- (4) Denial of a request for prequalification of a maintenance provider;
- (5) Termination of the prequalification status of a maintenance provider.
- (b) Requests for hearing shall be submitted in writing to the Exeter Board of Selectmen:
- (c) Requests for hearings shall be filed within 20 calendar days of the date of receipt of notice from the department of the action taken which is the subject of the appeal.
- (d) A hearing shall be commenced not later than 10 working days following the date of an agency order suspending a sponsor-a-roadway agreement.

Maintenance Providers

- (a) Prequalified maintenance providers shall perform litter removal activities in sponsored sections where the Superintendent has entered into an agreement with an sponsoring group to perform litter removal by contract with a maintenance provider.
- (b) No maintenance provider shall provide services in connection with the sponsor-a-roadway program that has not been prequalified by the department.
- (c) A maintenance provider who seeks prequalification shall file an application in writing with the department using the "Maintenance Provider Application Form."
- (d) Requests for prequalification shall provide the following information:
 - (1) Name, address, telephone number, fax number, and name(s) of the principal owner(s) of the firm and a contact person;
 - (2) The name and type of entity under which the maintenance provider does business in the State of New Hampshire;
 - (3) If doing business as a corporation or Limited Liability Company, a certificate from the New Hampshire secretary of state that the entity is lawfully formed or registered to do business in the State of New Hampshire;
 - (4) If doing business as sole proprietor, the request shall state that the business is conducted in that form, but the applicant shall not be required to obtain any documentation from the secretary of state;
 - (5) A concise summary of the provider in providing maintenance services along roadways of this or any other state;
 - (6) The certification of the applicant as to the following matters:
 - a. That neither the provider nor its principal owner(s) has been decertified, debarred or otherwise prohibited from providing maintenance services along the roadways of this or any other state within the preceding 3 years;
 - b. That all employees who will provide field services shall be at least 16 years of age, or older;

- c. That each site shall have a supervisor who can speak and understand English;
 - d. That all persons who will drive motor vehicles used in field service shall possess a valid driver's license;
 - e. That each employee who will provide field services shall have completed a safety training program specific to the sponsor-a-roadway program within the preceding twelve months;
 - f. That any compensation for services shall be set between the group which has sponsored a section of roadway and the maintenance provider;
 - g. That the only relationship of the sponsoring group and the maintenance provider to the department shall be set forth in the written sponsor-a-roadway agreement;
 - h. That each employee who will provide field services shall wear a department supplied or approved safety and clothing appropriate to the season and the terrain to reduce the chance of injury from contact with items littered along the roadway;
 - i. All vehicles to be used in the litter cleanup operations shall:
 - 1. Comply with all federal and state requirements applicable to items as vehicles; and
 - 2. Are additionally equipped with a flashing amber roof mounted light, a 2 way radio or portable telephone for emergency communication purposes, and first aid supplies;
- (7) A certification that the provider possesses or can obtain by contract the required skill and equipment to erect and maintain fixed signage in the areas proposed to be sponsored and served by the provider and the sponsoring group;
- (8) A certificate of insurance issued by a company licensed to write insurance in the State of New Hampshire showing that the maintenance provider possesses general liability, worker's compensation, and auto liability insurance coverage in amounts of not less than \$2,000,000.00 per occurrence, endorsed as follows:
- a. To name the Town as an additional insured;
 - b. To provide a notice to the Town a minimum of 30 days prior to cancellation of the insurance policy; and
 - c. To clearly state that the risk covered by such insurance is litter removal operations on the roadways of the town.

- (e) A request of a maintenance provider for prequalification shall be approved if:
 - (1) All of the information required in (d) above is provided; and
 - a. The department has not previously found the services of the maintenance provider pursuant to the sponsor-a-roadway program deficient by reason of failing to appropriately clean sponsored sections of roadway, or engaging in unsafe work practices.
- (f) The department shall provide a list of all prequalified maintenance providers to each applicant seeking to sponsor a section of roadway.
- (g) Any group that has sponsored a section of roadway shall be free to contact any prequalified maintenance provider at any time seeking information regarding their services.
- (h) The department shall provide written notice to the group of the immediate suspension of the prequalification and approval of a maintenance provider:
 - (1) Failed to clean a section of roadway or road in the manner set forth in the sponsor-a-roadway agreement with the sponsoring group;
 - (2) Engaged in work practices which subjected the employees of the provider or members of the traveling public to unreasonable risk of injury to the person or damage to property; or
 - (3) Failed to maintain required insurance coverage, or failed to maintain lawful registration to do business in the State of New Hampshire.

Group Application Form

Town of Exeter, New Hampshire

Sponsor-A-Roadway Program

This form is for volunteer groups who desire to sponsor a specific section of roadway and collect the litter themselves. The Superintendent will work the sponsoring group to determine the specific section of roadway to be sponsored. Groups are also free to sponsor a section of roadway, where litter will be collected by maintenance providers rather than volunteers. Please use the Maintenance Provider Application Form for those sections.

| | |
|---------------------------------------|----------------------------------|
| _____ | _____ |
| Name of Group | Date of Application |
| _____ | _____ |
| Name of Chairperson/Contact for Group | Group's Responsible Officer |
| _____ | _____ |
| Street Address | Name of Designated Safety Person |
| _____ | _____ |
| Town/City State Zip | Daytime Telephone Number |

Please write in the desired text for the sign panel on the lines below (Maximum of 18 characters per line)

Line 1: _____

Line 2: _____

Please list in order of preference, the roadway sections that the Group is interested in sponsoring including Route #/Road Name and the starting and ending points of the section.

- 1.) _____
- 2.) _____
- 3.) _____

Please mail the completed application to the Exeter Department of Public Works, 13 Newfields Road, Exeter New Hampshire 03833, or fax to (603) 772-1355.

Maintenance Provider Application Form

Town of Exeter, New Hampshire

Sponsor-A-Roadway Program

This form is for groups who desire to sponsor a section of roadway, and have the litter collected by a Maintenance Provider. The Superintendent will work with the sponsoring group and the selected maintenance provider to determine the specific section of roadway to be sponsored.

Name of Sponsor Group

Date of Application

Street Address

Name of Contact Person for Group

Town/City State Zip

Signature of Contact Person for Group

Telephone Number of Contact Person

Maintenance providers must be pre-qualified by the Department prior to beginning any litter removal operations.

Name of Maintenance Provider

Name of Contact Person

Street Address

Contact Telephone Number

Town/City State Zip

Signature of Contact Person

Description of the section of roadway to be sponsored including Route Number and Road Name:
(Please use mile markers, intersections, or house numbers as appropriate to describe section).

Town of Exeter, New Hampshire

Sponsor-A-Roadway Program

Because it is possible that there are special conditions that could apply to you sponsored section of roadway, there is no one agreement that will cover every situation. However, agreements with groups will contain the following terms in all cases:

SPONSOR A ROADWAY AGREEMENT

Group Information:

| | | |
|----------------------|------------------------|-----|
| Group Name: | | |
| Address: | | |
| City: | State: | Zip |
| Contact Person Name: | | |
| Address | | |
| City: | State: | Zip |
| Daytime Phone: _____ | Nighttime Phone: _____ | |
| Fax No. _____ | E-mail: _____ | |

Town of Exeter Information:

| | | |
|-----------------|------|---------|
| Address: | | |
| City: | Zip: | |
| Phone: | Fax: | E-mail: |
| Contact Person: | | |

Area to be Sponsored:

| | | |
|------------|-------|-----|
| Route No. | From: | To: |
| Landmarks: | | |

The Superintendent has the authority to make exceptions to these standard conditions, and also to add special conditions to deal with unique features found on the section of roadway to be sponsored. Any modifications to this agreement are contained in the following section:

For the Town of Exeter:

For the Sponsoring Group:

Superintendent

Name: I am authorized to sign the agreement for the group

Department Coordinator

Contact Person: I agree to be the person the Exeter DPW should contact regarding our participation in the program.

(If applicable):

Maintenance Provider

I am authorized to sign for the Maintenance Provider and agree to the standard and special conditions noted above and contained in the Administrative Rules.

Safety Orientation Form

Town of Exeter, New Hampshire

Sponsor-A-Roadway Program

Group Name

On behalf of the above named group, I certify that a safety orientation was provided to me/us on this date by a representative of the Town of Exeter, and that the following items were discussed:

- a. Each requirement on the attached "Safety Checklist":
- b. The potentially hazardous nature of picking up litter along the sides of Town roads;
- c. The importance of safety at the litter removal site;
- d. The need to review the "Safety Checklist" with all participants prior to each litter removal operation, and obtain a signature on the safety signature sheet.
- e. Liability: The Group and its participants shall agree to hold harmless the Town and its agents from all claims arising out of work and services provided.

Signature of Chairperson

Signature of Safety Person

Signature of Superintendent

Date

Town of Exeter, New Hampshire

Sponsor-A-Roadway Program

Safety Checklist

- All participants shall attend the safety briefing conducted before each clean up and sign the safety signature sheet.
- No Horseplay.
- All participants shall wear a Department supplied or approved safety vest during the litter removal process.
- All participants shall stay away from pavement areas and traffic.
- No participant shall attempt to clean up anything that could be potentially hazardous, including but not limited to, hypodermic needles, animal carcasses, or heavy objects. If in doubt do not touch the object and notify the Department on the status report.
- No participant shall be under 16 years of age for service on a limited access multi-lane roadway, turnpike, or interchange, or under 11 years of age in all other cases.
- The Group shall not allow more than twenty (20) participants for each 1 mile section, unless approved by the Superintendent.
- The Group shall provide at least one person 18 years of age or older to supervise every 6 or fewer participants who are between 11 and 16 years of age participating in the litter removal operation.
- The Group may not be accompanied by non-participants while occupying their sponsored section of roadway.
- No behavior will be tolerated which compromises the safety of the participants or the traveling public.
- The Group shall designate a safety person to be on site during the litter removal operation, who shall have a first aid kit and an adequate supply of potable drinking water.
- The designated safety person shall position themselves in a location which enables them to oversee the safety of all participants.
- No participant shall lean over any railing or structures.

- [] The Group shall erect and maintain the supplied temporary warning signs as directed by the Superintendent. These signs shall be erected within 150 meters (500 feet) in advance of where a cleanup is occurring or where they will be visible to oncoming traffic for such a distance.
- [] Participants shall wear appropriate clothing suited for protection against hazardous objects, insects, and anticipated weather such as long pants, gloves, work boots, and long sleeved shirts.
- [] The Group shall not clean up litter during hours of darkness, peak traffic, periods of active roadway construction or maintenance, holidays, or weather conditions that interfere with visibility.
- [] No participant shall use a tape player, disc player, radio, or other device that might distract the participant, or reduce the ability to see or hear oncoming traffic during the litter removal operation.
- [] Each participant shall notify the designated safety person of any allergies, infirmities, or other conditions that might interfere with his or her ability to participate in a cleanup, prior to beginning work.
- [] No vehicle transporting a participant shall be parked on roadway shoulders, or within the Right-of-Way of a limited access multi-lane roadway, turnpike, or interchange.
- [] All work shall be performed off the traveled way and shoulder of the roadway.
- [] Group participants shall not consume alcoholic beverages or controlled substances, or be impaired by any such substance while occupying their sponsored section of roadway.
- [] The Group shall place and seal all litter in trash bags provided by the Department and place them where designated by the Superintendent.
- [] If the Group discovers illegal substances during their cleanup, the Group shall leave the substances where found, and notify the Exeter Police Department and the Superintendent by telephone or in the "status report", as appropriate.
- [] The Group shall return unused materials and safety supplies furnished by the Department to Exeter Public Works in a neat and clean condition within two working days following each cleanup.
- [] Following each cleanup the Group shall complete a status report and return it to the Superintendent.

Guardian Permission Form

Town of Exeter, New Hampshire

Sponsor-A-Roadway Program

To be filled out for all youth participants between 11 and 15 years of age.

Group Name

Name of Child

Has my permission to participate in the Sponsor-A-Roadway program litter removal operation. I am aware of the potentially hazardous nature of the work and that involvement in this program means that he or she will be picking up litter along the sides of Exeter town roads. I am also aware that he or she must abide by all the terms and conditions described in the Sponsor-A-Roadway program agreement and the rules on the safety checklist provided by the Department, and these special conditions:

- a. Participants must be 16 years of age or older to work on Limited Access Multi-lane Roadways, Turnpikes, or interchanges.
- b. The Group and its participants shall agree to hold harmless the Town of Exeter and its agents from all claims arising out of work and services provided.

Unless I deliver a document in writing to the Department Office revoking my permission, this permission will be in effect for the current term of the Sponsor-A-Roadway agreement signed by the above named Group, including any extensions.

Signature of Parent/Guardian

Date

Printed Name of Parent/Guardian

In an emergency, please contact me by telephone at: _____

Safety Sheet and Status Report

Town of Exeter, New Hampshire

Sponsor-A-Roadway Program

TO BE SIGNED BY ALL PARTICIPANTS PRIOR TO EACH LITTER REMOVAL OPERATION

Group Name

Date of Clean Up

As a participant of the Sponsor-A-Roadway program
along _____

Route Number/Road Name

PLEASE SIGN BELOW AND INCLUDE THE AGE OF ALL PARTICIPANTS BETWEEN THE AGES OF 11 AND 15. *Please make sure a signed parental/guardian permission form is attached or on file in the Department Office or attached for each child between the ages of 11 and 15.*

Signature: _____

Designated Safety Person: _____

Date: _____

Town of Exeter, New Hampshire

Sponsor-A-Roadway Program Status Report

Following each cleanup the Group must return a completed status report form to the address of the Exeter Public Works Department Office within ten (10) working days:

Group Name

Date of Cleanup

Route Number/Road Name

Number of bags filled

Number of Miles

Hours Spent Cleaning

Number of Participants

Name of Designated Safety Person

In the space below please indicate any large, unusual or hazardous materials found during the clean up and give the approximate location of the material:

Were there any injuries that occurred during the clean up? Yes___/ No___ If Yes, please explain:

Did any of these injuries require emergency treatment or hospitalization? Yes___/ No___ If Yes, please explain: _____

Are there any comments or suggestions regarding the Sponsor-A-Roadway Program, or your experience on this particular cleanup? _____

Signature of the person completing this form

Date

Renewal/Termination Form

Town of Exeter, New Hampshire

Sponsor-A-Roadway Program

Group Name: _____ Date: _____

Please check the appropriate section below, sign and date, and mail or fax this form to the Department of Exeter Public Works to renew, change, or terminate your Group's agreement with the department.

(a) _____ Renewal: This section to be filled out by Groups wishing to renew their two year agreement for the same section of roadway or roadway:

The Department recognizes the Group as the sponsoring organization for the section of roadway located at: _____

(b) _____ Change: Please contact me to discuss a change in our agreement.

(c) _____ Termination: The group desires to conclude our participation in the Sponsor-A-Roadway program.

Name of Chairperson/Contact for Group

Name of Safety Person

Street Address

Daytime Telephone Number

Town/City State Zip

Nighttime Telephone Number

Signature of Chairperson/Contact for Group

Date

Superintendent

Date

| | | |
|---|---|---|
| Town of Exeter | Policy Number | Adopted by Board of Selectmen |
| Subject: Rules for Renters of Town Hall | Adoption Date: Revision Date: Effective Date: | Supersedes: |

1.0 Purpose of the Policy:

The following policy shall serve as the rules and regulations for the persons, groups or corporations who rent the Exeter Town Hall for various events.

2.0 Departments Affected:

All Departments

3.0 Definitions:

4.0 Policy:

1. All users of the Town Hall must obtain a permit from the Town Manager's Assistant at the Town Office for each use (per Selectmen's policy 04-01).
2. A separate permit is required for each use of the Hall.
3. Each permit will state, in specific terms, what use is to be made of the Hall (i.e. play, dance, lecture, etc.), and will list all modifications required to the existing condition of the Hall.
4. The user will be responsible for seeing that ALL of the following conditions are met:
 - A. No smoking anywhere in the building - this applies also to characters in a play;
 - B. No alcoholic beverages anywhere in the building;
 - C. No open flame allowed - also applies to scenes in plays;
 - D. No firearm capable of firing live ammunition may be used, even as a set decoration or unused prop;
 - E. No nails or screws are to be used to secure scenery to walls or floors. No alteration to drapes or walls allowed without prior written permission;
 - F. No spray paints are to be used;
 - G. Any other paints used within the rooms must be used with extreme caution, proper ventilation and use of proper protective measure to ensure against damage to the buildings floors/walls;

- H. The renter is responsible for any and all damages from use of the building and will be billed for same if damage cannot be considered as a normal maintenance item. Items such as damaged furniture, chipped or marred paint on floors or walls will NOT be considered as normal maintenance items.
 - I. The user will be responsible for locking all doors and windows and will clean the hall in a totally acceptable manner within 24 hours of use. (Unless renter opts to pay for custodial services through the Town of Exeter. Rates/terms listed on application form).
 - J. The Town of Exeter may request of any user a \$100.00 deposit fee. If the Town of Exeter agrees after use that the building was cleaned in a totally acceptable manner, the \$100.00 deposit fee will be returned to user.
5. Any user may be requested to post a bond in an amount determined by the Board of Select-men to protect the Town from damage arising from and caused by said user.

These rules are a part of any agreement to rent out or otherwise allow the use of the Town Hall and a copy of these rules should become a part of and attachment to the permit application.

The permit application should indicate that the applicant has read these rules, understands these rules and agrees to abide by them, which will be indicated by the applicant's signature on the permit application.

The use of Town buildings by any non-municipal group or organization for any activity or the expression of any view point does not constitute an endorsement of the activity or view point by the Town of Exeter.

NO signs allowed on or adjacent to Town Hall property without separate permit approved by the Town Manager and/or Board of Selectmen. Signboards to the left and right of the Town Hall may be used upon proper application and approval by the Town Manager. [Refer to Selectmen's Policy 04-01 regarding the use of free standing signs on Town property.]

The Town of Exeter maintains an "open forum policy". This policy allows any group or organization to use Town building so long as the group or organization does not sell goods and/or services for profit. When non-municipal groups use Town buildings, they do so under this "open forum policy".

5.0 Procedures: Fire Alarm Activations: Per the Board of Selectmen and the Fire Chief, all occupants of the Town Hall are required to evacuate the building when the fire alarm system sounds. Failure to evacuate the Town Hall is a violation to the NH State Fire Code.

6.0 Severability:

To the extent this policy is in conflict with State law, State law will prevail.

| | | |
|--|---|---|
| Town of Exeter | Policy Number TBD | Adopted by Board of Selectmen |
| Subject: Investment Policy | Adoption Date: TBD Revision Date: Effective Date: TBD | Supersedes: |

1.0 Purpose of the Policy:

1. The purpose of this policy is to meet requirements set forth in RSA 41:9 VII, which requires the Board of Selectmen (the “Board”) to annually review and adopt an investment policy for the investment of public funds, and to provide a framework for the Town Treasurer (the “Treasurer”) to carry out the policy objectives.

2.0 Scope:

This investment policy applies to all public funds in the custody of the treasurer of the Town of Exeter, New Hampshire. These funds are accounted for in the Town’s annual audited financial reports and include:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Enterprise Funds
- Agency and Escrow Funds
- Any new funds created by the Town, unless specifically exempted by the governing body, in accordance with law, or by law

Furthermore, the investment policy applies to all transactions involving the financial assets and related activity of all the foregoing funds. This investment policy does not apply to the Town of Exeter Trust Funds.

Delegation of Authority

The investment policy delegation of authority is stated below:

- In accordance with RSA 41:29 VI, the responsibility for conducting investment transactions resides with the Treasurer, with the approval of the Board. However, the Treasurer may delegate investment functions to other town officials or employees provided such delegation is in writing and includes written procedures acceptable to the Board, and is agreeable to all parties involved. Any such delegation shall only be made to a town official or employee bonded in accordance with RSA 41:6 and rules adopted by the Commissioner of Revenue Administration under RSA 541-A. Such delegation

shall not eliminate the responsibility of the Treasurer to comply with all statutory duties required by law, and

- No person may engage in an investment transaction except as provided under the terms of this policy and the internal procedures and controls hereby established.

3.0 Investment Policy:

a) Legal basis:

New Hampshire RSA 41:29 is the legal authority under which the Town Treasurer operates.

b) "Prudent Person" Standard

The investment policy shall be conducted in accordance with the "prudent person" standard, which requires that:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Instruments of Investment

In accordance with RSA 41:29 IV, excess funds of the Town of Exeter shall be invested in:

- United States Treasury securities maturing in less than one year; or
- Savings bank deposits of banks incorporated under the laws of the State of New Hampshire; or
- Fully insured or collateralized certificates of deposits of banks incorporated under the laws of the State of New Hampshire; or
- Fully insured or collateralized certificates of deposits of national banks located within the State of New Hampshire, or in banks recognized by the State Treasurer; or
- New Hampshire Public Deposit Investment Pool established pursuant to RSA 383:22; or
- Short-term obligations of United States Government agencies; or
- Repurchase agreements with banks chartered by the State of New Hampshire and fully collateralized by United States Treasury Bills and such other instruments as may be specifically authorized by the Revised Statutes of the State of New Hampshire.

Investment maturities for operating funds shall be scheduled to coincide with projected cash flow needs, taking into account large routine expenditures (payroll and accounts

payable) as well as anticipated revenue inflows. At no time shall any investment be made exceeding a maturity date in excess of one year.

d) Diversification

The Town's investment portfolio shall be diversified. Overconcentration in a maturity, an instrument, or institution/issuer shall be avoided. The table below sets out the maximum percentage of the portfolio that may consist of investments within the listed classes of instruments.

| | <u>Maximum Percent of Portfolio Permitted</u> |
|-------------------------------------|---|
| ▪ Overnight Investments | 100% |
| ▪ U.S. Treasury Obligations | 90% |
| ▪ NH Public Deposit Investment Pool | 50% |
| ▪ Certificates of Deposit | 75% |

e) Depositories and Dealers

Unless otherwise in the best interest of the Town, the Town shall solicit cash management and banking services every three to five years. Proposals, therefore, will be accepted through a competitive bidding process.

Short-term investment of surplus funds may be made by contacting credible institutions to establish the best available instrument at that time. All investments must be backed by full third party collateral and consider cash flow needs prior to considering the return on that investment. Also, no investment shall be made that contradicts the section titled "instruments" in this policy

f) Safekeeping and Collateralization

Deposits shall be fully collateralized with the delivery of US government obligations, US government agency obligations, or obligations of the State of New Hampshire in market value at least equal to 102% of the cash deposit in each case. Collateral shall be wired to the municipality's joint custody account at the Federal Reserve Bank of Boston or Federal Reserve Bank of New York no later than the day cash deposits and/or investments are wired/transferred.

Internal Controls

- The internal controls for the Town of Exeter shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, and imprudent actions by employees and officers of the Town.
- The Treasurer will be responsible for establishing and maintaining an internal control policy designed to provide reasonable assurances that these objectives are met. The internal control policy shall address the following:

- Control of collusion
- Separation of transaction authority
- Custodial safekeeping of assets
- Written confirmation of transactions for investments and wire transfers
- Dual authorizations of wire transfers
- This policy will be reviewed annually by the Town's independent auditors.

4.0 Procedures:

REPORTING: The Town Treasurer shall submit semi-annually to the Town Manager and Board of Selectmen an investment report that summarizes recent market conditions and anticipated investment conditions. The report shall summarize the investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics and other features. The report shall explain the quarter's total investment return and compare the return with budgetary expectations. The report shall include an appendix that discloses all transactions during the past quarter.

ETHICS AND CONFLICT OF INTEREST: Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Officers and employees involved in the investment process shall disclose to the Town Manager and Board of Selectmen any material financial interest in financial institutions that conducts business with the Town. Further, they shall report to the Town Manager any large personal financial investment position that could be related to the performance of the Town portfolio. Officers and employees involved in the investment process shall subordinate their personal investment transactions to those of this Town, particularly with regard to the timing of purchases and sales.

PERFORMANCE EVALUATION: The Town shall require, from any institution in which investing activity is conducted, sufficient routine reports/documentation to enable an accurate evaluation to be made as to the results of the Town's investment program as it relates to the Town's stated objectives, guidelines and policies, and to assist in revealing areas for potential improvement.

OTHER: The Board of Selectmen shall review this policy annually, with changes made as warranted, followed by re-adoption by the Board of Selectman.

The Board of Selectmen reserves the right to implement changes to this policy without prior notice if it is deemed in the Town's best interest.

This policy is available for public review and inspection. A copy may be obtained by contacting the Finance Director.

5.0 Severability

To the extent this policy is in conflict with State law, State law will prevail.

OCT 02 2013

Received



**Richie McFarland
Children's Center**

Building Brighter Futures for Children
and their Families

September 30, 2013

Board of Selectmen
Town of Exeter
Attn: Russell Dean, Town Manager
10 Front Street
Exeter, NH 03833

Dear Board of Selectmen,

Our sincerest thanks to you and the residents of Exeter for \$2250.00 in social service funding for the programs offered by the Richie McFarland Children's Center.

As we enter RMCC's 42nd year, we are reminded of the thousands of families whose lives have been touched by this agency. We also can't help but think of the thousands of friends like you, who helped to make it all possible.

Sincerely,

A handwritten signature in black ink that reads "Peggy Small-Porter". The signature is written in a cursive, flowing style.

Peggy Small-Porter
Executive Director



CDFA
Community Development Finance Authority
Strengthening New Hampshire's Communities

Town Manager's Office

OCT 01 2013

Received

Date: September 30, 2013
From: Kathy Bogle Shields, Executive Director
To: New Hampshire Municipalities
Subject: Availability of CDBG Planning Grant Funds – Application Deadline

The Community Development Finance Authority (CDFA) Community Development Block Grant (CDBG) program will be accepting applications for the second round of Planning Grant Applications. There are two competitive application rounds each year, one in April and one in October.

All applications for the second round must be received by CDFA through its online grants management system (www.nhcdfragrants.org) by 5:00 PM on Thursday, October 31, 2013. There is approximately \$54,000 available for second round awards. There is a \$12,000 award limit per project.

Planning Grants are awarded to determine whether a proposed project will be feasible for a potential CDBG grant. All applications must document that at least 51% of the intended beneficiaries will be low- and moderate-income persons or households. Eligible activities shall include the study, analysis and planning of any eligible activity, including architectural and engineering design, which might lead to a housing and public facilities or economic development grant application.

Any municipality or county, other than the entitlement communities of Rochester, Dover, Portsmouth, Manchester, and Nashua, is eligible to apply to CDFA for CDBG funding. A nonprofit agency may also apply through its municipality or county as a sub-recipient of CDBG funds. Applications for water and sewer projects must document a known threat to health and safety.

For additional information about the CDBG Planning Grants and other CDFA programs go to <http://www.nhcdfa.org> or contact CDFA at 603-226-2170. If you need assistance in submitting your application through our online grants management system, please contact Missy Lackey at 717-9104 or via email at mlackey@nhcdfa.org.

Please note that grant awards are contingent upon available funding.

Sincerely,

Katharine Bogle Shields

Katharine Bogle Shields
Executive Director

GH/tu

EXTV Monthly Report

Month: September

Year: 2013

The Water/Sewer Advisory committee meeting on the 11th was cancelled. Once again, this committee failed to notify EXTV of the cancellation.

We had a citizen complaint about the coverage of the September 9 coverage of the BOS meeting. Several times in a row the camera switched to the podium microphone when no one was speaking. I met with the operator and we discussed how to keep this from happening in the future.

An anonymous caller left a message about it being difficult to find the ZBA meeting replay info on EXTV. I reviewed the listings and found that our standard procedure didn't work under the unique situation that occurred with the ZBA in September. Normally we show the most recent meeting of any committee in replay until there is a newer one. In September we had two ZBA meetings held back to back and the both were being replayed but the schedule was not showing up correctly. We have since revamped our automatic replay schedule slates, show them more often and will be modifying our crawl message.

We are currently training a new GCO (Government Camera Operator), expect to start training another admin/scheduling person this month and are interviewing for a GCO whom is more specialized toward events outside the Nowak room.

Meetings Broadcast Live

| Date | Board/Meeting | Shown on (22,98,13) THS | Reported Issues | Broadcast Team/Person |
|-----------|---------------|-------------------------|--------------------|-----------------------|
| 9/9/2013 | Selectmen | 22-THS | None | Kyrra |
| 9/10/2013 | Conservation | 22-THS | None | Kyrra |
| 9/12/2013 | Planning | 22-THS | None | Chelsey |
| 9/17/2013 | ZBA | 22-THS | None | Kyrra |
| 9/17/2013 | Library | 22-THS | None | Andy |
| 9/18/2013 | ZBA | 22-THS | None | Chelsey |
| 9/19/2013 | HDC | 22-THS | None | Chelsey |
| 9/26/2013 | River | 22-THS | Needed restreaming | Kyrra |
| 9/30/2013 | Selectmen | 22-THS | None | Kyrra |

Community Events Recorded:

| Date | Event | Shown on (22, 98, 13) THS | Reported Issues | Broadcast Team/Person |
|-----------|-------------------|---------------------------|-----------------|-----------------------|
| 9/25/2013 | Banned Book Event | Recorded for 98 | none | Chelsey |
| | | | | |

Submitted By: Andy Swanson

New Hampshire Department of Revenue Administration
109 Pleasant Street, Concord, NH 03301

TECHNICAL INFORMATION RELEASE
TIR 2013-009 Date October 3, 2013

A Technical Information Release is designed to provide immediate information regarding tax laws administered by the Department or the policy positions of the Department as a service to taxpayers and practitioners. A Technical Information Release represents the position of the Department on the limited issues discussed herein based on current law and Department interpretation. For the current status of any tax law, practitioners and taxpayers should consult the source documents (i.e., Revised Statutes Annotated, Rules, Case Law, Session Laws, etc.). Questions should be directed to Central Tax Services at (603) 230-5920.

2013 Municipal Tax Rates - Revised Schedule

Technical Information Release TIR 2013-008, dated October 1, 2013, is supplemented as follows:

In response to concerns raised by numerous municipal and state officials regarding the information contained in TIR 2013-008, a meeting was held on October 2, 2013 with officials of the Department of Revenue Administration (DRA), the Department of Education (DOE), and the Governor's Office to determine if an alternative to delaying the setting of municipal tax rates was possible.

The DOE has indicated that a revised estimate of state adequacy aid can be made in the very near future. While the DOE will not be able to finalize 2012-2013 school year average daily membership in attendance calculations or FY 2014 state adequacy aid until mid-November 2013, DOE has committed to provide the DRA with a revised set of estimates based on all known factors at this time. The DOE is commended for this ability to complete a new set of estimates that will provide DRA the ability to set accurate municipal tax rates in a timelier manner.

Based on the DOE's ability to provide the DRA with a reasonably accurate set of revised estimates by October 11, 2013, the DRA anticipates setting municipal tax rates in October. Last year, the first few rates were set on October 19th, and it is likely to begin this year on October 22nd.

It is now the DRA's determination that the finalization of municipal tax rates can proceed with minimal delay while also providing for accurate tax rates. The DRA is finalizing all other tax rate data and anticipates the smooth transition to production of finalized tax rates as soon as revised state adequacy aid estimates are available.

Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the N.H. Department of Revenue Administration, 109 Pleasant Street, Concord, NH 03301 or by contacting them at (603) 230-5000.



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

Town Proclamation Request

Brian Griset <grisetandsons@comcast.net>

Fri, Oct 4, 2013 at 1:05 PM

To: Russ Dean <rdean@town.exeter.nh.us>, Don Clement <dclement43@yahoo.com>

Exeter Board of Selectpersons

Dear Sirs and Madam,

As you know, in the mid-19th century, Exeter resident, Amos Tuck, was determined to unite the various anti-slavery political factions into a single unified party. Ultimately, Tuck would invite thirteen other political leaders to a meeting in Exeter to discuss that goal. The invitation for the meeting in the Major Blake Hotel on October 12, 1853 stated the meeting's purpose as "harmonizing the different party organizations whereby a more united cooperation can be secured and the four parties may pull together under one title of organization." It was at this meeting that Tuck suggested that they call themselves Republicans.

This year, Exeter celebrates the 375th anniversary of its founding, recognizing the many notable accomplishments that have happened in our town over the course of these many years. What happened in Exeter 160 years ago had enormous impacts on the history of our Country, from Abraham Lincoln becoming President, to the abolition of slavery and the women's right to vote.

And so it is only fitting, that on Saturday, October 12, 2013, as part of the 375th Anniversary of Exeter, we will be celebrating the 160th Anniversary of the historic meeting in the Major Blake Hotel with an event in the historic Exeter Town Hall.

I respectfully request that the Exeter Board of Selectmen, at their October 7, 2013, proclaim October 12, 2013, Amos Tuck Day in Exeter.

Sincerely Requested,

Brian T. Griset
Exeter Republican Town Chairman



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

Doug Eastman

JOSEPH RIPEL <joeripel@comcast.net>

Wed, Sep 25, 2013 at 10:51 AM

To: rdean@town.exeter.nh.us

Russell Dean,

I would like to advise you of the "above and beyond" service provided to me recently by Doug Eastman. Over the years I've had many dealings with Doug and they were always pleasant and efficient. However, last Friday at 5:30 pm I was advised that Unitil had "red tagged" my units at 7, 9, and 11 Pleasant St. and turned off gas service to the building because the gas lines were not sheathed. I was fortunate in getting a plumber to do the repairs but would have to wait until Monday to have the work inspected. I left a message on Doug's home line and he returned my call Saturday night and said he would be available to inspect the work when it was completed on Sunday. He was there to inspect the work within 5 minutes of calling him and we were able (after 3 hours) to get Unitil to restore the gas service to my three tenants. Needless to say the tenants were very appreciative, as I was, to have their heat and hot water restored without having to wait another night. Doug should definitely be commended for his dedication and service to the community.

Respectfully,

Joseph Ripel