

**Exeter Board of Selectmen Meeting
Monday, August 27th, 2012, 7:00 p.m.
Nowak Room, Town Office Building
10 Front Street, Exeter, NH**

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

1. Call Meeting to Order
2. Public Comment
3. Minutes & Proclamations
 - a. Regular Meeting: August 6th, 2012
 - b. Regular Meeting: August 20th, 2012
4. Appointments
5. Discussion/Action Items
 - a. New Business
 - i. Review ESC Proposal
 - ii. Town Seal Policy Proposal
 - iii. Bid Recommendation: Town Office HVAC Project
 - iv. Bid Recommendation: 47 Front Street Roof
6. Regular Business
 - a. A/P and Payroll Manifests
 - b. Budget Updates
 - c. Tax Abatements & Exemptions
 - d. Water/Sewer Abatements
 - e. Permits
 - f. Town Manager's Report
 - g. Legislative Update
 - h. Selectmen's Committee Reports
 - i. Correspondence
7. Review Board Calendar
8. Old Business
 - a. Selectmen Office Move
9. Adjournment
10. Work Session (immediately following regular business meeting)

Matt Quandt, Chairman
Board of Selectmen

Posted: 8/24/12 Town Offices, Library, 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.

1. Regular Business Meeting

Chairman Matt Quandt convened the Board at 6:50 pm in the Wheelwright Room of the Town Office. Other members of the Board present were Selectman Frank Ferraro, Vice Chairman Don Clement, Selectman Dan Chartrand. Selectwoman Julie Gilman was absent due to illness. Also present: Town Manager, Russ Dean.

2. **Board Interviews** The Board interviewed John Gilbert for a vacant position on the Water/Sewer Advisory Committee. Mr. Gilbert explained his background and answered questions from the Board. The Board then reconvened in the Nowak Room where Mr. Quandt introduced the Board and the Town Manager.

3. **Bid Openings.** The Board acknowledged the receipt of bids for a new ambulance. A total of four bids are received. The amounts are 1) \$187,513.07 from Greenwood Emergency Vehicles of Attleboro Falls, MA, 2) \$179,594 from Professional Vehicle Corp. of Rumford, ME; 3) \$178,756 from Sugarloaf Rescue Vehicles of Carrabasset, ME, and 4) an Option A bid of \$206,196 and Option B of \$198,815 from Bulldog Fire of Woodsville, MA. Mr. Clement moves to bring bids to Fire Department and Town Manager to bring a recommendation back to the board. Mr. Chartrand seconds. Motion carries.

4. **Public Comment.** Mr. Alan Bailey of Green Street commented on the Water Street sewer interceptor project. He asks about the timeline of the project since it was conceived and expresses concerns about the media coverage. He discusses his views on the housing authority and their role in the process. Mr. Quandt indicates the item is on the agenda for further discussion. Ms. Renee O'Barton of 5 Blanche Lane references the urgency of the meeting with the housing authority and whether interviews will happen with the candidates. Mr. Quandt refers to the agenda and says this item will come up later.

5. **Minutes & Proclamations.** Mr. Ferraro asks if the Town Manager could discuss the Gilman Park transfer under his report. It is in the minutes and is a reminder of the issue.

a. Regular Meetings:

June 18, 2012. Motion by Chartrand to accept, seconded by Clement. Motion carries.

July 9th, 2012. Motion by Chartrand to approve, second by Clement. Motion carries, Ferraro abstains.

July 23rd, 2012. Motion by Chartrand to approve, second by Clement. Motion carries.

Non Public Session July 23rd, 2012. Motion by Clement to approve, seconded by Chartrand. Motion carries.

August 2nd, 2012. Mr. Dean states these will be online tomorrow. Minutes are held.

6. Appointments

Mr. Ferraro moves to appoint Robert Eastman to the Water/Sewer Advisory Committee. Mr. Eastman submitted an application on August 1st. Mr. Eastman is intimately involved in water/sewer issues in town and knows the rate models better than anyone. He did apply for the committee so Mr. Ferraro is nominating him. Mr. Quandt asks for a second. No second. Mr. Quandt asks for further nominations.

Mr. Ferraro expresses his disappointment with the lack of a second. Mr. Quandt indicates he did not see this application. Mr. Eastman comments as his first choice was the Exeter Housing Development and his next choice was the water/sewer committee. Mr. Chartrand comments he did not miss this but given Mr. Eastman's role in not wanting to move things forward he will not vote to put Mr. Eastman on any board or commission. Mr. Ferraro interjects. Mr. Eastman suggests a non public session. Mr. Quandt suggests scheduling Mr. Eastman for an interview. An interview will be scheduled.

7. Discussion / Action Items

a. New Business

i. Swasey Trustee Update

Mr. Jay Perkins, Highway Superintendent reports on paving of Swasey Parkway. Wednesday morning the crosswalks will be put in and the road will be open. Mr. Perkins asks for questions. Mr. Ferraro thanks Mr. Perkins for the work. He asks about the plan for parking. Mr. Perkins states he is wearing his trustees hat. Mr. Clement comments the paving is from Water Street to Newfields Road, not just the area near the culvert. Mr. Clement asks about the speed bumps will they go back in? Mr. Quandt requests Mr. Perkins be allowed to make his presentation then answer questions. Mr. Perkins states as a Swasey Trustee, their recommendation would be no speed bumps and parking on one side. If the Board wishes, speed bumps would be put in. Moving on, after discussions from the Chair, Mr. Perkins requests road closure permits come to the Trustees. He states the boat race is a recent example the Trustees were not aware of. He wishes to work closer together with the Board. Also they have requested a BOS rep to the Trustees. For 2013, the Trustees have a few recommendations. They are working on a capital projects list for the Parkway. They would like to see restrooms on the Parkway. In 2013, they would like to work with the Selectmen on the size of vendor carts – right now there is no regulation. They would like to recommend an area, the turnaround built, for vendors. They would like to see no more than three vendors there and a shade structure. They are recommending this for 2013. Ultimately it is the Board's decision what is in the road. Mr. Perkins opens up for questions. Mr. Clement refers to the recommendation of no speed bumps and parking on one side. He clarifies. Mr. Perkins says they are looking for feedback. Mr. Clement states parking on both sides existed prior to the work done. He asks about the process for a parking ordinance change which requires multiple readings. Mr. Clement applauds the speed with which the work was done. Mr. Perkins credits the good weather. Mr. Clement references prior to the work an island existed at the entrance. What are the thoughts on this coming back. Mr. Perkins found with the island Fire trucks could not get through if something happened to Water Street. There is a 9.5 foot width each side with the island. Chief Comeau describes drills on the Parkway. They are not opposed to the island, but are opposed to speed bumps. Mr. Perkins references a study done in May 1986 regarding one way traffic on the Parkway. Mr. Chartrand thanks the contractors, Mr. Perkins, Bell and Flynn et al for their efforts to keep the Parkway open and his people for working very hard and doing a great job on the project. Mr. Ferraro recounts the issues. There is a parking ordinance change needed. He is inclined to go with one side parking, no speed bumps and no island. Mr. Chartrand also mentions the restrooms, permanent vendor spots. Mr. Perkins suggests speed tables and the island could also be added in the future. Mr. Clement disagrees with Mr. Perkins, which is rare. One way parking in the past caused speeding and limited enjoyment of the park. He wishes to keep speed down on the parkway. If it's not broken from before why fix it? He would like to continue having traffic and the lane restrictions return to what they were prior to April 2011. Mr. Quandt recollects parking issues and backing up issues on the Parkway. Mr. Ferraro observed speed increases when the parkway was 2-way and agrees it is an issue. He goes back and forth on the parking

one side versus the other. There are problems on both sides. It would be good if people were courteous, but you have people parking abreast of themselves which causes jockeying. Speed bumps slow people down until they go over then they increase their speed to the next speed bump. He would like to try it with parking on one side. The island made it look like a park entrance, but he would like to err on the side that an emergency vehicle gets through. Mr. Quandt asks about an ordinance change for a trial. Mr. Chartrand is inclined to go with the committee's recommendation. Mr. Clement would like to get the Police Department's view of this as they enforce traffic. He wishes it to go back to how it was. Mr. Ferraro suggests a 6 month trial. The plan is clarified to go with a 6 month trial of the committee's proposal. All are comfortable except Mr. Clement. Mr. Chartrand also wants to hear from the Police Department. Mr. Dean comments that parents of children express concern to him about not having the speed bumps and speed related issues. Mr. Ferraro seeks further clarifications. Mr. Perkins parking would be on one side on the outbound side. Police will be consulted. Signs will be installed parking on the right. Wednesday morning this will be accomplished. Mr. Clement further comments. He references a conversation at 277 Water Street about the speed bumps. Mr. Dean references an ordinance that was adopted when the new football stadium was built at the high school that allows the Chief to adopt temporary parking regulations. This would be done under that ordinance.

Mr. Ferraro wants to move onto the other Swasey issues. Road closures to the Trustees first then the Town, and having a Selectmen's rep to the Trustees. He has no problem with the latter. It was clarified that road closures come through not for approval by the Trustees. Town Manager clarifies road closures come from the Town Manager's Office. Road closures are also funneled to the police department and dpw. Selectman Clement asks whether a delay in the Trustees meeting could delay a permit. Mr. Dean confirms it would in his opinion. Gerry Hamel, Swasey Trustee speaks. He says they found out about a chili and beer festival this week, they didn't know about it. They don't want to oversee, but they want to know if it interferes with other things. Chili fest, Sully's, and the PEA Regatta were found out about after the fact. This would be to consider it beforehand. Selectman Chartrand suggests the Trustees want it routed through them. Mr. Clement indicates the beer and chili festival is part of the Fall Festival. Sully's was asked to clear with the Trustees first before getting approval from the Board. Mr. Hamel cites the chili festival and describes the process with the permit. At the time it wasn't clear what the status of Swasey Parkway would be, so that impacted the process. Mr. Perkins comments and says Mr. Clement was a trustee at the time. When the permit was submitted it wasn't signed due to the culvert issues. This year, everyone is on the same page, it is supported. It's just confusion of everyone knowing at the time what was happening. Permits can be had from the town manager for review. Mr. Quandt asks about the permit for the Fall Festival. Mr. Perkins cites the permit to use the Parkway is the Trustees, the road closure is the Board's. The permit is on the way from the Chamber, there is no issue from them. Selectman Chartrand cites road closures – we need information to understand it better. Mr. Chartrand volunteers to be the liaison with the Trustees from the Board. Mr. Quandt mentions he attended a meeting of the Trustees last week. He asks if anyone has an issue with Mr. Chartrand serving as the liaison – there is none. Mr. Ferraro asks about liquor rules or consumption on premises from the Trustees. Mr. Perkins says no, they are working on some. Mr. Ferraro asks about Town rules on selling or consumption. Mr. Quandt believes the State handles liquor sales. Mr. Dean mentions Mr. Favreau but the State is involved in approving and Primex the Town's carrier is consulted. The event vendors have to provide insurance and indemnifications. Restrictions are part of the temporary license agreed to according to Mr. Quandt. Mr. Favreau says they are doing this with the Chamber, who has insurance, but the Town buys a TULIP policy, through Primex, and they indemnify the Town for the event. It's approximately \$2,000 for a one day policy. Many of the members are familiar with events like they

have in Hampton. It's not like that. They get souvenir glasses. They purchase 5 tickets, they have 10-11 vendors and people do not sit around like a beer tent. Everything is snow fenced off, the chili part is on the other side of the road. There is a national chili contest the chamber is overseeing, if people qualify it is being determined by the Chamber. Bands will be playing during the duration of the free concert. Mr. Favreau believes some of the confusion is before permitting by the state, police, fire and health, and 2 signatures from the trustees were needed just to submit to the state. Then Greg had to attend a class in order to be part of the oversight. Mr. Favreau hopes it will be an annual event. The plans are to make a donation back to the Parkway so the Trustees can have money for projects. Mr. Chartrand clarifies this is part of the Fall Festival. Mr. Favreau confirms. You can buy a hot dog, ice cream cone, or buy admission to the chili piece, or the beer, and the bands are playing for free. He believes they could draw 1,000 people or more. Mr. Favreau is looking at off site busing and an off duty police officer to assist with crowds. Mr. Quandt says when the road closure permit is entertained Mr. Favreau can do a more thorough presentation. All are in agreement. Mr. Quandt mentions any other issues. Size of the vendor carts arises. These questions will not be dealt with tonight.

ii. EMS Fund Update

The Town Manager updates the Selectmen on the status of the EMS Fund. Mr. Dean states due to the ambulance bid tonight he wanted to update the Board on projections. The working spreadsheet is updated. For 2011 the revenues are 444,971. This is what was actually brought in. That number is carried to 2012 for the forecast. We don't see anything that would uptick this estimate at this point. We should wait a few months to see what the fund will do and any additional revenues that may arise. We updated the capital expenses. If the ambulance is approved, we would look at a three year lease and it is what we considered doing when we formulated the fund, with some nominal interest. Mr. Dean confirms the balance of 95 percent per the discussion. He wishes to just update the Board on the latest information. Our next step is to look at a bid award and financing options depending on next year for a payment start date. Mr. Ferraro asks how the ambulance was anticipated for the budget. Was it a warrant article or in the budget. Mr. Dean said the ambulance has always been envisioned coming from the revolving fund. Mr. Ferraro confirms there is no money in the 2012 operating budget for the ambulance. Mr. Clement suggests if the ambulance is funded this year it would come from the revolving fund. Mr. Dean indicates before the bid award comes back the financing information will be put together. It is labor intensive. Mr. Clement asks about the balance in the revolving fund. Mr. Dean says those numbers will be forthcoming. We have seven month year to date revenues and seven month expenses.

iii. Exeter-Stratham Water/Wastewater Study

Mr. Clement begins this item. As you know the Towns of Exeter and Stratham got together with RPC to look at different needs of the Towns and potential benefits of collaboration for the municipalities. The draft report was issued Friday and RPC has scheduled a public information session on August 21st at 7:00 p.m. at the Stratham Municipal building. The committee is made of himself, Mr. Canada, Mr. Dean, Mr. Deschaines, and the various water/sewer folks, and RPC. The initial thought was to have the presentation at the Middle School, it was a good location and showed cooperative efforts but it was unavailable. Then the Town Hall was discussed, but for slides and powerpoints, the Town Hall is not conducive during the summer because of the lack of air conditioning, it is stifling. Stratham has air conditioning, so RPC based it on that. The study is 106 pages and exhaustive. Basically what the report is saying is we looked at does the Town of Exeter have capacity to sell water and wastewater services to Stratham? So we went through that exhaustive study. The study indicated there is. It would allow

Exeter to have growth in our water and wastewater systems as well. For Stratham what is defined as the Gateway District. From the 101 bridge to the Town Center. The Fire Station is the center. It is being talked about in phases to Frying Pan Lane first. Stratham has no municipal water/sewer. The report takes into consideration any of the capital projects we are now working on. The second thing was to say can it work for Exeter to sell what Stratham wanted to use for water services. The engineers said there was a possibility to hook up with sleeves installed under 101 when it was redone. Pipes could be brought in from the Stratham side. Wastewater was more complicated – we looked at Portsmouth Avenue and that didn't work. Bringing wastewater underground up 101 with directional drilling. It was tricky but a better route. It looked at costs if the two towns did a collaboration. The draft report says there is a savings to both Towns if some kind of collaboration is achieved. It varies, in some cases it's over a 20 year period, to Exeter 10 million or 11 million dollars. So with that Kleinfelder, part of their recommendation is if it makes sense there is financial feasibility to entertain collaboration. Both towns would have to decide to move forward with this iteration. One was collaboration between the two, one was setting up a separate utility for water/sewer. Mr. Quandt asks that this is just a draft and how long is the comment period open? Mr. Clement notes it has not been discussed but there will be the public presentation and at some point we'd come back to Exeter and ask the question how to proceed. He thinks it is open ended. There is still information to know. Mr. Quandt cites he would like to know the RSA's to enter into an agreement, and that was a question in the beginning. Mr. Clement states the report does not talk about what the agreements are, it talks about scenarios and whether they are practical. It is going to be up to both Towns as to how to structure that agreement. It will be discussed down the line if we want to go to a collaboration concept. It is not decided at this time. Mr. Ferraro wants to discuss and counter Mr. Clement. Mr. Ferraro notes his desire to have the RSA's be part of the study and the funding was contingent on that and it is not in the study. It is deficient in that regard. Mr. Ferraro cites several other issues including the report format process, contractors issuing press releases, RPC running the public presentation, the site chosen for the meeting.

Mr. Quandt asks about a presentation to the Boards before the public presentation. Mr. Clement asks whether Kleinfelder and RPC are to come in before the public presentation? Mr. Clement notes RPC is our consultants and they are bringing together both Towns and are assisting the two towns to bring them together to get this information. Mr. Ferraro continues. There is a contract with RPC so they are a contractor. Again the statement that there is capacity is based on the conclusion of the draft report and the assumptions, and some of the assumptions are incorrect. He believes some of the assumptions are contrary to the assertions and assurances we've made to the citizens of Exeter going forward. Mr. Ferraro is happy to discuss these with RPC, Kleinfelder, and in a public meeting. He has serious concerns about some of the assumptions. There are things to be changed. The first section on the wastewater plant says there is not capacity, then new assumptions are made, and they find capacity. But we'll discuss that whenever we get the opportunity to discuss it. Mr. Ferraro states there was information to be contained for the report we paid for it and we did not get it. Mr. Chartrand says he has not made up his mind on this topic. He wants to be at the meeting and hear from Kleinfelder. He does know when we're in an era where homeowners and people are being overburdened efforts like this are admirable. The devil is in the details. He thanks Mr. Clement and Mr. Dean for their work on the report. If we try to pick it apart before the process works its way through we're not helping the process. Regionalization is a good way forward to lessen fees and taxes for our citizens. Mr. Ferraro wants to be clear he supported moving forward with the provisions added to the study and we were assured it was going to be in it. He disagrees with Mr. Chartrand to wait to hear the presentation on the 21st before beginning an in depth review of this study. He was using a magnifying glass to read the tables. Mr.

Ferraro preferred a presentation to the joint boards and a public presentation and boards can limit and control public comment during those meetings and get all information. Then proceed with public presentation. Mr. Clement said the group did talk about this, that it was important to get the report out to the public and let them know first what we were doing. The press release came out because the media was clamoring for this information for quite awhile. Second it's not unusual for a consultant we have paid money to issue a press release. Mr. Clement cites John Hall's press release on the Squamscott River prior to receiving information, and they issued a press release long before the Town got its information on this item. Mr. Quandt believes every study group does this. Mr. Clement was prepared to give the report tonight. Mr. Quandt says this will be worked on going forward. Mr. Dean mentions that the study looks at collaboration and each Town working independently and it's online. The report is a Kleinfelder report it has to stand on its own is it available he wants the public to know it is out there. Mr. Ferraro says he thinks the Town's version is black and white, RPC is color. Perhaps we can use their site. Mr. Dean says they'll link to that instead. Mr. Chartrand says to be clear RPC is Rockingham Planning Commission.

b. Old Business

i. Water Street Interceptor

Mr. Dean gives an update of this project. After a review of the project Option B was recommended on July 9th to the Board, it was agreed to and passed on to the Housing Authority to review. On Option A which was designed to go around the building, dewatering issues caused a reworking the project into a more reasonable cost alternative for the Town. That became Option B. Unfortunately the Town cannot remove the sewer lines from under the building under Option B. This has been discussed as part of the project many times. When this went to the Housing Authority three concerns were raised: manholes, diversion structure location, and the environmental concerns related to a report related to the design process made by Ransom. Based on those concerns, Option B would not be viewed favorably. That was before a meeting of the commissioners. They need to act because Option A required an agreement and Option B does as well. The Executive Director wishes the commission to approve that and it is part of the letter. After the letter was sent, we heard the Housing Authority did not have a quorum but after some work there is now a quorum and the meeting will be held this week to hear the proposal for Option B for the project. Doing the project really is dependent on the Option B being approved by the board of commissioners. Mr. Clement asks for a clarification. Under Option A, the EHA had granted approval for the construction of Option A. Mr. Dean agrees there was an agreement that was signed by Mr. Sherman he was not sure if the board of commissioners approved that agreement. Mr. Quandt asks the Board if they believe Option B is the best option.

Mr. Chartrand moves the Board of Selectmen request the Exeter Housing Authority Board of Commissioners support Option B for the Water Street Interceptor project as unanimously supported by the Board of Selectmen at their meeting of July 9, 2012.

Mr. Clement suggests an amendment to "recommend" instead of "request" – Mr. Clement amends his second. Questions. Mr. Ferraro. Mr. Ferraro comments about the approval on July 9th and wants it noted he wasn't here for the vote, although he finds Option B is the lesser of the evils and the only way to get out with something to show for it, and not spend \$700,000 instead of \$350,000 or not lose \$120,000 and have nothing done. While not preferable it is where we find ourselves today so he would support it – Option B. Mr. Clement says it's not like someone just dropped a building on the site. It's not the cleanest situation. Soils are a problem and there is a building on top. He that Option B is the

most viable option at this point. Mr. Clement cites the concerns of Mr. Sherman and things will be done to make sure those are addressed. Mr. Chartrand cites the professionalism involved with the culverts on Swasey Parkway will be utilized here – the same people our people are overseeing it. He is confused about Option A being approved by the Director but B by the Board. Vote is called on the motion. Motion carries unanimously. Mr. Ferraro concludes by saying he'd like to see a timeline from March 2009 to today. By seeing it everyone will understand why things took the time. Chairman Quandt asks about talking about the timeline. Mr. Dean says he would like to wait as they are focused on the project and issue at hand. He understands the desire to see a timeline and will put something together. Mr. Clement asks for significant events. Mr. Dean cites 2 different Town Meetings were part of it so that is part of it.

Mr. Quandt references Thursday's meeting. There was a mistake printing the agenda, nobody caught it. The intent was to fill a quorum for the Housing Authority for a 1:30 p.m. meeting. That couldn't be done so we held the meeting at 8:30 p.m. to make lemonade from lemons. Two members were appointed to the housing board that served previous committees. One was Boyd Allen, one was Don Briselden. Both have served on numerous committees and he was comfortable and knew them so he had no issue with the appointments. This is the Chair's position not speaking for the Board. Mr. Clement agrees on the appointments and is glad they will have a quorum. There were mix ups on the housing authority including a person who had an accident. Now we have enough coverage so hopefully for this meeting and future meetings they won't be scrambling for a quorum. Mr. Alan Bailey has a question. Can the Board estimate the amount of the project to be done under part B instead of what was to be done back in 2009. Mr. Quandt calls on Mr. Vlasich. Mr. Vlasich cites the original amounts for Option A he believes was \$750,000. Through this scenario, Option B, a good amount has been done except the construction. He believes the total amount after completion will be \$691,000. This is an estimate. Mr. Vlasich comments on what we wouldn't get now. Mr. Vlasich references the prior handouts to the Board and the memos included. He describes the scenarios of Option A and B in detail for comparison purposes. Mr. Chartrand reconfirms we are changing it because of the site and groundwater flow into the site. Mr. Vlasich says yes estimated groundwater removal at one million gallons per day was not able to be addressed. Mr. Vlasich discussed the project in more detail. Mr. Chartrand references the former town dump and other difficulties on the site including a coal gasification plant. Mr. Vlasich says yes manufactured gas by products were a problem.

Mr. Ferraro says he is looking at previous minutes and at a prior meeting the discussion was on the \$759,000 and various town meetings. Work done prior to the Town Meeting was part of the \$759,000. Mr. Vlasich says the initial work was done under the I and I investigations and that had paid for the design. Mr. Ferraro seeks clarification about the \$59,000 was that part of the \$117,000 or was it not. Mr. Vlasich says the actual number spent to date is \$220,000. \$59,000 for the design, \$100,000 plus for construction, and some administration in that, so \$220,000 total.

Mr. Bob Eastman rises to ask a question. In 2009, was the money received stimulus money. Mr. Vlasich describes two special town meetings for getting the money. Mr. Eastman talks about the deliberative sessions. Was Option A shovel ready when we were talking about it deliberative session? Why did we estimate much less than what it is now. Mr. Vlasich describes a preliminary design that was enough to bid. The second town meeting was because we did go out to bid and found there wasn't enough money. The Town had to wait awhile for the second town meeting, and had to wait for the ARRA funds to see if we could get another Town's money. Mr. Quandt suggests it was a

recommendation from a state agency. This would be part of the timeline.

Mr. Dean references Mr. Bragg's standing on the Housing Authority. He had not been to a meeting since February 2011 but will be at this one. There is a discussion on the sixth commissioner and the statute. The sixth member is described as a member that lives in the building. The twist in Exeter is that there is a fifth member on the Housing Authority but it is a resident. Mr. Bragg is ready so there is no issue there but the sixth member is a gray area. Mr. Quandt describes the appointment of the Housing Authority Board. Mr. Dean's second point is why we are not going around the other side of the building. There is a restriction on the other side of the building prohibiting digging below six feet. We have discussed this publicly but he notes the agreement.

Renee O'Barton appears and says she is speaking as a resident not a Commissioner of the Housing Authority. She knows about it because she sits on the board but she is speaking as a resident. Ms. O'Barton states her opinion of the statute. Ms. O'Barton says it became apparent there would be an advantage to having a resident on the board. In order to do this the housing authority would have to write to the selectmen to petition to make a six member board. Mr. Quandt describes the asterisked member. Ms. O'Barton states they are not a 6 person board. Mr. Dean reads the RSA 203:5 relating the sixth member as a resident. His opinion suggests the sixth person is the resident. It is acknowledged Exeter has a five member board. Ms. O'Barton cites specifics about the deed referencing the other side of the building. Ms. O'Barton describes her view of Option A and Option B. Mr. Dean mentioned budget money built in for a debt payment for the project. She watched the meeting and thought Option A was available for \$70,000 above budget. Mr. Clement comments that risks were also discussed and Option A was a greater risk, and that could compound it. Ms. O'Barton expresses her opinion of Option B and no test pits have been done and risks are unknown. Mr. Clement states there is less digging in Option B. Mr. Ferraro asks Ms. O'Barton about the commissioner makeup. He thinks it is conceivable you could have multiple residents serving as commissioners. It is only when the authority makes the request of the board that there is a sixth commissioner appointed that it would have to be a resident. Mr. Ferraro confirms the request was never made for a resident commissioner. Ms. O'Barton confirms. Mr. Ferraro opines that since no request was made there are only five. We'll end up with six. Ms. O'Barton states they would only have five. Ms. O'Barton thinks there is one too many. Mr. Clement wonders about whether the request has ever been made. Ms. O'Barton states that is correct. Mr. Clement says in the 30 years of existence the request has never been made. Mr. Chartrand questions Ms. O'Barton about the certainty of the request. She states to the best of her knowledge no request has been made. Further discussion about Ms. O'Barton's certainty that the request was ever made.

Mr. Bailey asks about the location of the sewer line. Mr. Chartrand clarifies the location of the new sewer lines. Mr. Bailey asks about whether this was desirable in 2009. Mr. Bailey asks whether this is a bond. Mr. Dean states it is a loan through the state revolving fund. Mr. Dean describes the forgiveness process and how it is paid for and what funds it comes from.

Mr. Ferraro wishes to return to the interviews. He speaks to the interview process. He dissented from appointing because he wanted to interview and said the waiver of standard practice prevented him from asking questions. He thinks highly of both gentlemen but voted not to appoint because he could not ask any questions. Ms. O'Barton asks a question about the terms. Mr. Chartrand indicated the motions included dates. Mr. Dean got the dates from the list of vacancies.

ii. Baggage Building Project Update

Mr. Dean reports the schedule was reported at the last meeting, and since the Town has conversed with Mark Sanborn and Dean Eastman, and it is not outside the grant regulations to have the engineer hired and the appraisal ordered together. There is not a revised schedule yet from the Town Planner but when it comes it will be shared. It does look better than initially thought. On the grant agreement, the question was put to DRA about the contract serving as an encumbrance. Mr. Dean will get the Board her response when it comes.

Mr. Dean updates the Board on Gilman Park. We are waiting for the court decision. He covers the Groundwater Plant initiative and when this was dropped the filing could be re-done. Ms. Kate Miller is handling on behalf of the Trustees and has been handling it. The easement deed and mylar have also been updated to reflect the sites being removed for the groundwater plant placement. Mr. Quandt inquires whether the park is still no dogs allowed. Mr. Dean believes it is not a dog park.

8. Regular Business

a. Bid Openings – None this evening.

b. A/P and Payroll Manifests

Mr. Chartrand moves a Weekly Payroll warrant for 7/29/2012 checks dated 8/1/12 in the amount of \$170,502.41. Mr. Clement Seconds. Vote: Unanimous

Mr. Chartrand moves an Accounts Payable warrant for capital fund checks dated 8/3/2012 in the amount of \$71,804.71. Mr. Clement Seconds. Mr. Dean explains the capital fund and all capital projects are budgeted out of this fund. Most of this is to Wright Pierce for Jady Hill. Vote: Unanimous

Mr. Chartrand moves an Accounts Payable warrant for checks dated 8/3/2012 in the amount of \$134,039.70. Mr. Clement Seconds. Vote: Unanimous

c. Budget Updates

Mr. Dean reports gearing up for the 2013 budget and the draft CIP is going to the planning board this Thursday. Forms should be out soon. We are also in the process of calculating an initial default budget. Mr. Clement would like to see the budget and CIP soon. Mr. Dean reports the budget goes to the Board the third week in September.

d. Tax Abatements & Exemptions

None

e. Water / Sewer Abatements – None this Evening

f. Permits – Request from Unitarian Universalist for a public forum on September 19th at 7:00 p.m.. Mr. Chartrand is a member and will recuse himself. Mr. Clement moves to approve. Motion passes with one abstention.

g. Town Manager's Report

None

h. Legislative Update – None

i. Selectman's Committee Reports

Mr. Ferraro reports he attended a zoning review committee which discussed a transition zone between C-1 and C-2 zones. As has been stated Thursday night is the planning board with the CIP and will be preceded by a site walk at the Sportsmens Club.

Mr. Clement reports a Conservation Commission trails meeting at 7:00 p.m. last Friday. Plotting out future trails and future work on properties was discussed. There is a Concom meeting tomorrow but he will not attend.

Mr. Chartrand has no report.

Mr. Quandt attended a Trustees meeting and they discussed everything they discussed tonight. Mr. Chartrand will be the representative to the Trustees.

j. Correspondence

A post bid memorandum on the 47 Front Street project.

A notice from the EPA about the CMOM document prepared by Underwood Engineers.

Correspondence to the EPA from the United States Senate, Kelly Ayotte and Jeanne Shaheen regarding the peer review request.

Letter from Ms. Galinsky regarding June 28th meeting on Great Bay Nutrient and science misconduct issues.

Letter from Richie McFarland Center – thank you for contribution.

Letter from Big Brothers/Big Sisters thanking Town for contribution.

Letter from Seacoast Family Promise thanking Town for contribution.

Letter from Rockingham Meals on Wheels thanking Town for contribution.

Letter from Families First thanking Town for contribution.

Letter from Keith Noyes requesting tabling of request to operate off the Town Docks.

Correspondence on the Patriot Alumni game. Mr. Quandt asks Mr. Dean to speak to this correspondence. Mr. Dean recounts the email from a resident about phone calls being made and describes the process. Parks/Recreation gets 20 percent of the donations/sales. The event organizers get

80 percent. It is similar to a concert where the promoter gets a piece of the take. Mr. Clement says holding events by Parks/Recreation or others is typical. The part that concerns him is the letter of solicitation in the packet. Mr. Clement has no problem with the event, but if people are being called and solicited he has an issue. He describes the memberships. Our Parks/Recreation Department is outstanding but he questions soliciting funds from residents beyond what is in the budget for programs. Are we short of money in the Parks/Recreation area. If we put something on the website for donations or working on a particular project, there would be less of an issue. But a phone solicitation is bothersome. Mr. Chartrand does not believe it is appropriate. We need to ensure it will not be done in the future. It's a simple matter of letting people know it is not part of the program. Mr. Ferraro agrees and is appalled. The Town paid to make unsolicited calls to residents. Mr. Ferraro says we give Parks/Recreation a bit of money, if there is a problem you live within that. If there is a problem you come back. Mr. Ferraro says Parks/Recreation solicits funds through sponsorships and bands, and this is OK. But to have telemarketers making calls to residents is beyond the pail and it needs to stop. Our departments are not charities. If you are going to put on something else it should be self funding. They had to have known what they were doing. There was no question this was a telemarketing operation and he does not know why they did this. Mr. Quandt agrees this is an issue but is not outraged. This was a condition of having the Patriots alumni game in the town. Mr. Dean says all points are taken and it will be addressed.

9. Review Board Calendar

The Board will meet again in two weeks on Monday, August 20th, 2012. Then we will meet on the 27th.

Mr. Dean refers to the memo on the surplus tractor in the packet to make sure no one has issues. The Department wants to take sealed bids to dispose of the equipment.

10. Adjournment

Mr. Chartrand moves to adjourn. Mr. Clement Seconds. Vote: Unanimous

The Board stood adjourned at 9:30 p.m.

Respectfully Submitted,

Russell Dean
Town Manager

Exeter Sportsman's Club (ESC) Update and Draft Proposals for Study and Future Improvements as Outlined by Sylvia von Aulock, Exeter Town Planner

August, 2012

1. Background: A recent submittal by the ESC to the Planning Board has been the springboard for a heated discussion as of late. Some of the hot points have included:
 - a. What board has jurisdiction over the application's review and what may be discussed?
 - b. Will the proposed barrier make noise worse for surrounding neighborhoods due to its design, use of hard materials, or from the removal of trees?
 - c. Should the project be reviewed by a professional in noise mitigation?
 - d. Should the town have a professional conduct a baseline noise test to see if the existing structures mitigate noise or perhaps make the noise worse?
 - e. Should the BOS review the application before or after the Planning Board?

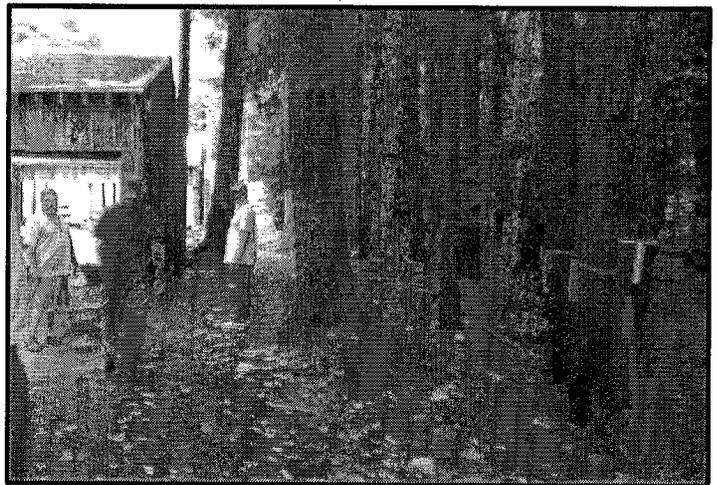
These questions and others have been part of the discussion.

The following memo is to provide some additional information to the BOS so that they may advise a plan of action for the present application as well as possible strategies for working with the ESC that would lead to future improvements in safety for ESC members and noise reduction for the range and the surrounding areas.

Project Description: The ESC proposal under review calls for an 8 ft high, 6 inch wide NRA style barrier wall to be built 12 feet east from the existing shelters (see attached plan presented to Planning Board). The proposal also calls for a dozen or more mature pines in the existing forested area east of the shooting range to be removed to allow for access to build the wall and to access the range for maintenance with heavy equipment. The proposal calls for blocking off the existing access just south of the firing line.

Project Goals: The ESC's goal for the project is to improve the safety for members using the range. A secondary goal for the ESC was to reduce noise by 10 decibels.

Project Timeline: The Club members have proposed that the first 75 ft of the barrier should be built to test the wall's effectiveness. Then, if found effective, the remainder of the wall would be constructed. Initially what was presented as effective was that the noise level would be reduced by 10 decibels. It was presented that determination of the effectiveness of noise reduction would be conducted by club members and that town representatives, such as a Planning Board Member would be allowed to witness the sound tests.



Planning Board Review: The Planning Board had two meetings (July 12th and Aug. 23rd) to discuss the application as well as a site visit (Aug 9th). All three meetings were well attended by ESC members, Planning Board and area residents. The photos included in this memo are from the site walk. At the last meeting, the Planning Board tabled the application requiring improved plans due to Site Regulation requirements.

2. Jurisdiction of Project Review with Consideration of Exeter Sportsman's Club Lease: According to the lease signed by the Town and Club officials in April of 2009:

"Section 8. Renovations, Alterations and Improvements: ... All plans or proposals submitted by the Tenant must be considered by the Town of Exeter Planning Board and shall be subject to that Board's provisions for site plan review and approval. ... Any removal of trees for relocation of earth materials or the erection of berms or other shot and bullet containment or noise management structures, or additional exterior lighting shall be subject to site plan review of the Planning Board."

3. Jurisdiction Regarding Noise:

Three days prior to the Planning Board site walk, I received a certified letter in the mail from Butch York, President of the Exeter Sportsman's club asking to amend their application by removing all references to reducing or mitigating sound/noise and to make the application a projectile containment only. The request pointed out that the Planning Board lacks the jurisdiction to regulate noise under NH State Law Title XII, Chapter 159-B.

Town Counsel conducted a thorough review of the RSA and came to a detailed conclusion of the Planning Board's role in the review of this application and future gun club projects. To summarize counsel's findings, the Exeter Sportsman's Club is grandfathered for their use and the Planning Board has no jurisdiction regarding noise mitigation or sound reduction. Specifically, according to Town Counsel:

"The range has been in continuous existence for at least 100 years. Pursuant to RSA 159-B, the town cannot regulate the noise coming from the existing portions of the range in any way - whether through a noise ordinance or a land use ordinance or regulation. This means that the planning board cannot condition site plan approval on any noise requirements or restrictions; it can only consider non-noise related factors and impose non-noise related conditions."

Still the lease does provide for noise attenuation. Specifically in Section 16 Noise Attenuation the lease states:

The Tenant agrees that it will make reasonable efforts to attenuate noise on the site in accordance with generally accepted industry practices. The Tenant agrees that within twenty-four months of the lease becoming effective, the 100 yard firing line will be enclosed on three sides with a canopy or roof. The 25 yard and 50 yard firing lines will be partially

enclosed with a canopy or roof as is customary or standard in the industry. ... The Tenant also agrees to extend the existing berm so as to attenuate sound across Water Works Pond.”

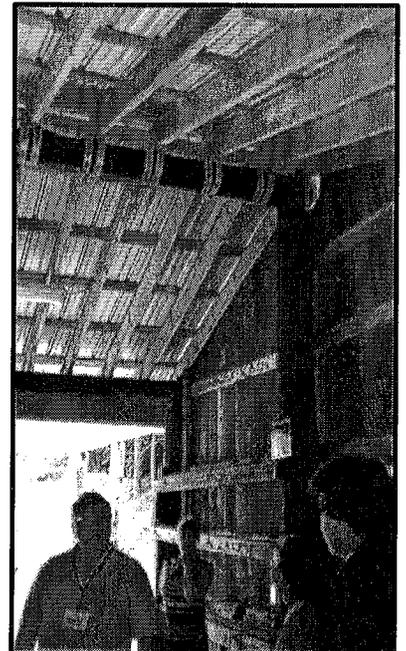
According to Town Counsel, the Board of Selectmen are responsible for upholding the lease. In a recent email counsel explained:

“... the town leases the property to the range and the town can, through its role as landlord, impose noise conditions. The town has done so, through the existing lease. The selectmen are responsible for ensuring that the terms of the lease are complied with. While the selectmen can certainly ask Sylvia to find someone to conduct a noise investigation/survey/report since she is experienced in those types of RFPs, she is not acting on behalf of the planning board when she does so; she is acting for the selectmen in their capacity as the agent for the landlord – the town. Section 8 of the lease addresses renovations, alterations and improvements, and requires the range to submit it plans for changes to the property in writing to the selectmen.”

4. Summary of Issues:

Over the course of the last few months I have considered many of the issues related to the ESC. I understand that:

- a. The existing club president, as well as his predecessor were emphatic about being good neighbors within the greater community.
- b. The present club president would like to ensure the safety of the club’s members with improvements to the facility. One recent example was the installation of new lighting within the structures. A project that was reviewed and approved by Planning and Building Departments and has added an important safety element for members.
- c. The ESC belongs to the National Shooting Sports Foundation (NSSF), an organization that could provide grant money of up to \$3,000 for a “Range Action Specialist”. Such a person would assess the range with regards to a variety of range issues including both safety and noise, and make recommendations for improvements.
- d. Since the berm and structures have been built, there have been mixed reviews of the structures, especially the 25 yard line structure that includes a metal roof. Also, since the building of the berm, many of the larger pine trees that were partially buried within the berm have since died or are dying and may need to be cut down and replaced with new trees.

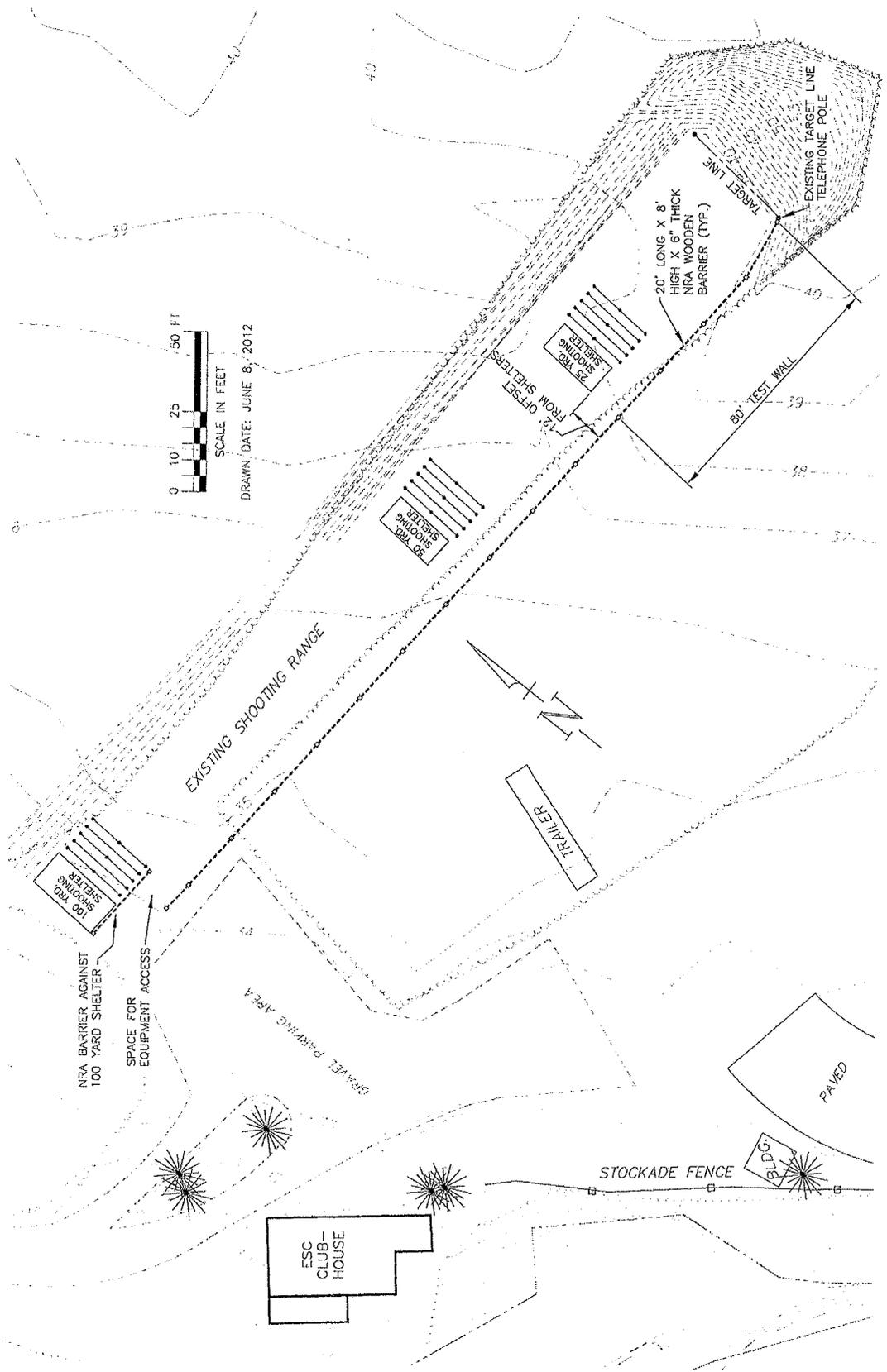


- e. An informal assessment for noise was conducted by the former president of the club in 2011, however, although the study was discussed with Planning and Building, the information was not submitted to the town.
- f. No formal assessment has been conducted by a noise mitigation expert regarding the effectiveness of the structures or berm. As hard surfaces such as wood and metal reflect sound, the effectiveness of these structures should be studied and reviewed.
- g. The ESC has stated that they have limited resources. Regardless, they have committed approximately \$15,000 to the building of the proposed barrier wall.

5. Moving Forward, Possible Strategies

- a. The relationship between the Town and the ESC might be improved by providing the club with a liaison from the town who has experience in club programs, building various types of structures, and understands the town's need for considering the sensitivity of the environment as well as adjoining neighborhoods. I have spoken with Kevin Smart, Building Supervisor and if agreed upon by all parties, he has volunteered to work with the club on their building committee to provide such assistance.
- b. The BOS could establish a Town Committee including representatives from the BOS, ESC, Town staff, and neighborhoods to work through the various issues and develop a strategic plan for improvements to the facility.
- c. Hire an expert in the field of environmental noise to provide one or more of the following:
 - i. An estimate for a qualitative assessment with an opinion on the effectiveness of the proposed barrier wall.
 - ii. An estimate to conduct a baseline noise measurement study and review of the effectiveness of the structures and berm built by the ESC members.
 - iii. The same as above but with a recommendation for improvements to the existing structures, berm and facilities that would provide improvements in member safety, as well as noise mitigation and sound proofing.

Exeter Sportsman's Club, Inc.

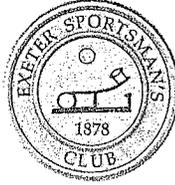


THE EXETER SPORTSMAN'S CLUB, Inc.

P.O. Box 1936

Exeter, New Hampshire 03833
Clubhouse at Waterworks Pond
(603) 772-7468

<http://www.exetersportsmansclub.com>



RECEIVED
AUG 7 2012
EXETER PLANNING OFFICE

August 4, 2012

Sylvia Von Aulock
Town Planner
10 Front Street
Exeter, NH 03833-2792

The Exeter Sportsman's Club, Inc. (ESC) wishes to amend its application for a minor site review (Case #21206) by removing all references to reducing or mitigating sound/noise and make the request solely based upon projectile containment. The reason for this amendment is the Exeter Planning Board lacks the jurisdiction to regulate noise at the ESC under New Hampshire State Law;

Title XII, Public Safety and Welfare, Chapter 159-B, Shooting Ranges.

ESC only requests approval to construct 100 yards of an NRA designed "Wood Wall Section" as a containment barrier to further mitigate the remote possibility of a projectile escaping the boundaries of the property.

Regards,

A handwritten signature in black ink, appearing to read "B. M. York".

B. M. York
President

MITCHELL MUNICIPAL GROUP, P.A.

ATTORNEYS AT LAW
25 BEACON STREET EAST
LACONIA, NEW HAMPSHIRE 03246

WALTER L. MITCHELL
JUDITH E. WHITELAW
LAURA A. SPECTOR-MORGAN
STEVEN M. WHITLEY

TELEPHONE (603) 524-3885
FACSIMILE (603) 524-0745

August 21, 2012

VIA E-MAIL AND U.S. MAIL

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

Re: Exeter Sportsman's Club, Inc.

Dear Russ:

I am writing to follow-up our communications regarding the Sportman's Club's application to the planning board for Minor Site Plan Approval. My understanding is that the Club is proposing to erect a wall in an effort to prevent ammunition from straying beyond the boundaries established for firing. Questions have arisen as to the authority of the planning board to condition the approval on noise factors, as well as the impact of the proposal on the lease between the Club and the town.

Sylvia Von Aulock and I have been working on various matters relating to the proposal. I am writing because I wanted to reaffirm the issues regarding regulation of the noise emanating from the shooting range. The shooting range has been in continuous existence for at least 100 years. Pursuant to RSA 159-B, the town cannot regulate the noise coming from the existing portions of the shooting range in any way - whether through a noise ordinance or a land use ordinance or regulation. This means that the planning board cannot condition site plan approval on any noise requirements or restrictions; it can only consider non-noise related factors and impose non-noise related conditions.

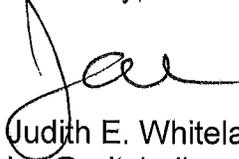
However, the town leases the property to the Club and in the town can, through its role as landlord, impose noise restrictions. The town has done so, through the existing lease. The selectmen are responsible for ensuring that the terms of the lease are complied with. While the selectmen can certainly ask Sylvia to find someone to conduct a noise investigation/survey/report since she is experienced in those types of RFPs, she is not acting on behalf of the planning board when she does so; she is acting for the selectmen in their capacity as the agent for the landlord - the town.

Section 8 of the lease addresses renovations, alterations and improvements, and requires the Club to submit its plans for changes to the property in writing to the selectmen. While the section provides that the Club must also submit its plans to the planning board, that is for the purpose of site plan approval – not to see if the conditions of the lease are being met. If the Club has not submitted the required notification to the selectmen, it should be asked to do so as soon as possible so that the selectmen can consider the potential ramifications of the proposal.

My purpose in writing is to reiterate that any control over noise from the shooting range must come from the selectmen pursuant to the terms of the lease. When the planning board addresses the minor site plan application – noise will not be one of its considerations.

Please do not hesitate to call if you or the selectmen have any questions. Thank you.

Sincerely,



Judith E. Whitelaw
jae@mitchellmunigroup.com

To: Exeter Planning Board

From: Sue Ratnoff, Lynda Beck, Lisa and Michael Wilson, Ceci and Jim Samiljan, Sue and Tom Fitzgerald, Beth Brosnan, Sherri Nixon, Peter Meras, Marbet and Joseph Wolfson, Heather and Tim Warr, Russ and Sara Strohecker, Susan Riley, Murray Movitz, Susan and Bob Hantman, Jill Capitani and Jeff McLynch, (all of whom are Exeter residents living on Robin Lane, Towle Ave., Windemere, Squamscott Circle and Thornton Street)

Re: The application of the Exeter Sportsman's Club (ESC) for a minor site plan review of proposed site improvements (Case # 21206)

Date: August 23, 2012

CC: Exeter Board of Selectmen, Exeter Town Manager

We would like to address the Exeter Planning Board regarding concerns we have about the proposal the ESC has submitted to build a 100 yard NRA designed "Wood Wall Section" as a projectile containment barrier.

In its original application for a minor site review (July, 2012), the ESC proposed this "Wall" for projectile containment and sound mitigation. However, the ESC submitted a letter to Sylvia von Aulock, Exeter Town Planner, on August 4, 2012, to amend the application so that it makes no reference to mitigating sound/noise. Thus the ESC is requesting that their application is to be reviewed for projectile containment only.

As residents living nearby the ESC, we would like to commend the ESC on their effort and intent to create this safety feature on their site. However, the sound of gunfire coming from the range has not diminished; in fact it seems to have gotten worse. The enclosures used by the marksmen are merely open shelters that have metal roofs. Although these structures may accomplish the elimination of "blue sky" to aid shooters with target sighting, they do nothing to mitigate the sound of gunfire. They may, indeed, amplify it. A solid "Wood Wall" that calls for the removal of trees may further exacerbate the noise problem.

The lease between the Town of Exeter and the ESC (the tenant) calls for the tenant to, "...make reasonable efforts to attenuate the noise on the site in accordance with generally accepted industry practices", (Section 16, page 5 of the lease dated April 1, 2009, between the Town of Exeter and the Exeter Sportsman's Club). The lease also states that, "The Town of Exeter shall be notified in writing of any renovations, alterations or improvements prior to said improvements being undertaken. The Club will not begin any improvements until proper approvals are received from the Town, either through the Board of Selectmen or other designee as the scope of the improvement may require." (Section 8, page 3 of the Lease dated April 1, 2009).

We, as citizens negatively impacted by the noise created by the primary ESC activity, ask that before the ESC is allowed to construct/implement any further changes to the site they lease, that a more inclusive site plan review is conducted. We believe that the Board of Selectmen, who signed the Lease on behalf of the Town, should first be asked to assess the tenant's compliance with sound attenuation section of the lease before any structural changes are considered for this site. We would also appreciate being informed of and involved with the process and timeline that will be used to develop and implement a sound attenuation plan.

The recommendation put forth to you this evening would enable all interested and responsible parties to develop a comprehensive approach to a long standing issue that affects the people in our section of Town.

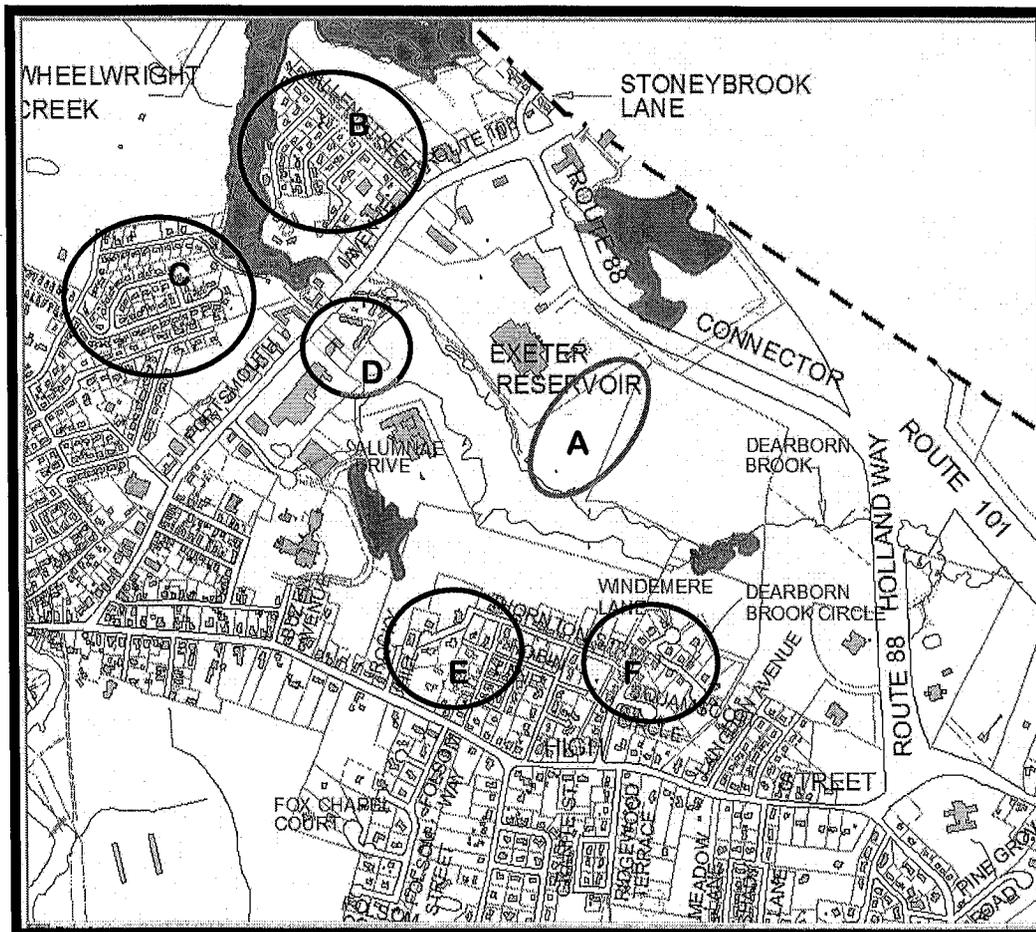
Thank you for your consideration of this request.

**TOWN OF EXETER, PLANNING DEPARTMENT
REQUEST FOR PROPOSALS**

Project: Create a Baseline Noise Measurement for Exeter Sportsman's Club regarding effectiveness of existing berms, shelters, and buffers.

Location: Exeter, NH Sportsman's Club is located off Portsmouth Ave along Exeter Reservoir, (Tax Map/Lot # 65/123).

Scope of Project: The consultant will conduct a noise measurement test of the Exeter Sportsman's outdoor shooting range facility. The noise measurement test shall follow industry standards and measure noise in the various neighborhoods that are located to the south, east and west of the range (see map for areas). The gun club has installed various three-sided shelters (wood and metal) as well as an earth berm along one side of the shooting range since the signing of their lease in 2009.



A: Outdoor Shooting Range

B: Allen Street Neighborhood

C: Jady Hill Neighborhood

D. Portsmouth Ave Multi-family

E. Thornton Street Neighborhood

F: Windemere Neighborhood

According to the Exeter Sportsman's lease,

“The Tenant agrees that it will make reasonable efforts to attenuate noise on the site in accordance with generally accepted industry practices. The Tenant agrees that within twenty-four months of the lease becoming

effective, the 100 yard firing line will be enclosed on three sides with a canopy or roof. The 25 yard and 50 yard firing lines will be partially enclosed with a canopy or roof as is customary or standard in the industry. ... The Tenant also agrees to extend the existing berm so as to attenuate sound across Water Works Pond.”

The consultant shall also review the existing structures and berm to advise on their effectiveness to “attenuate noise” and if they are build to “accepted industry practices.”

Report: The consultant shall provide the Town of Exeter with a report of their findings and recommendations.

TOWN ROLE: Town staff will assist in coordinating access to the site and providing a tour of neighborhoods. Arrangements can also be made with the Police Department staff to create the necessary gun noise.

PROJECT PROPOSALS:

1. Project Outline and Management: A description of how your firm will undertake the project to ensure its success.
2. Company Background: Names and qualifications of the staff for the project.
3. References: A list of clients for which your firm has completed a similar scope of work.
4. Project Schedule: A projected timetable for completion of services to serve as a work plan for the project.
5. Project Budget/Compensation: A breakdown of compensation, including a quote for the cost for each aspect of the project (noise testing, review of existing structures at the gun club, meetings) shall be included. Hourly rates and charges for additional services, if required should also be included.

PROPOSAL RESPONSE:

- A. Proposals must be received on or before September 1st. Proposals should be delivered to:
Sylvia von Aulock, Town Planner,
10 Front Street, Exeter NH 03833.
Companies are encouraged to contact Sylvia
(603-773-6114) or svonaulock@town.exeter.nh.us
if they have questions concerning this request for proposals.
- B. All submissions as a result of this RFP and study shall be the sole property of the Town and may not be used or reproduced in any form without the consent of the Town.
- C. The Town will not reimburse any costs incurred in the preparation of submittals or in attending interviews.
- D. The Town reserves the right to extend the deadline for application and reject or modify any proposals. The Town further reserves the right to accept, reject or request

modification of all or part of any proposal received, to discontinue or extend the process to waive any irregularities in the proposal procedures and to negotiate all or any part of the terms of any proposal. Selection of a proposal for further consideration and negotiation shall not be considered as creating any obligation whatsoever on the part of the Town.



Cross-Spectrum Acoustics

Cross-Spectrum Acoustics LLC

P.O. Box 90842
Springfield MA 01139

P.O. Box 540609
Waltham, MA 02454

Sylvia von Aulock
Town Planner
Exeter, NH

August 21, 2012

Proposal Reference: P2012-1290 | Exeter Sportsman's Club Noise Barrier Assessment

Dear Ms. Von Aulock:

Cross-Spectrum Acoustics LLC (CSA) is pleased to present this proposal for acoustical consulting services. We understand that the Town of Exeter, NH is interested in determining the effectiveness of a proposed barrier that the Exeter Sportsman's Club is planning to install on their shooting range. We understand that you are also concerned that the barrier might have the potential to increase noise levels in some communities near the gun club due to reflections off the proposed barrier.

Scope of Services:

CSA proposes the following scope of services:

1. CSA will conduct a site visit to the Exeter Sportsman's Club to observe the layout of the facility, the proposed barrier location and operations of the club.
2. CSA will conduct a qualitative barrier assessment to determine a general level of performance and determine if any paths exist that might generate higher noise levels in any of the surrounding communities due to reflections off the barrier. Please note that this will not be a detailed barrier assessment.
3. CSA will prepare a report outlining the results of the site visit and barrier assessment along with our opinion on the effectiveness of the barrier.

Cost:

A breakdown of the costs is shown in the table below. The total cost for all of the tasks is \$2,000 (16 hours at \$125/hour). This cost estimate includes travel expenses. The scope of work given in this proposal is limited to the tasks described above. Any further work will be performed at a labor rate of \$125 per hour, and will require advance written authorization from you or your authorized representative. **A deposit of 50% of the estimated cost (\$1,000) is required for new clients prior to starting work.**

Task	# Hours	Rate	Cost
Round-trip travel to Exeter, NH to review site	4 hours	\$125/hr	\$500
Barrier noise assessment	8 hours	\$125/hr	\$1,000
Prepare summary report	4 hours	\$125/hr	\$500
Total	16 hours		\$2,000

Herbert Singleton Jr, PE and Lance Meister of CSA will be responsible for the project. A resume for both Mr. Singleton and Mr. Meister is attached to this proposal.

If you wish to hire Cross-Spectrum Acoustics LLC to perform the work specified in this proposal, you may indicate your approval by signing below and returning the form to Cross-Spectrum Acoustics LLC. Please note that our services are subject to the attached Standard Terms and Conditions. This proposal is valid for 60 days.

If you have any questions or comments, please feel free to call me at (413) 315-5770 x20, or email lmeister@csacoustics.com.

Sincerely,



Lance Meister

Encl: Resumes for Herbert Singleton Jr and Lance Meister
Cross-Spectrum Acoustics Standard Terms

Project: Exeter Sportsman's Club Noise Barrier Assessment

Cost Estimate: \$2,000

Cross-Spectrum Acoustics LLC



Lance Meister, Partner

August 21, 2012

Date

Town of Exeter, NH

Authorized Representative

Date

Cross-Spectrum Acoustics LLC

Professional Services Terms and Conditions

These terms and conditions form the basis of a contract for professional services (the Agreement) between you (Client) and Cross-Spectrum Acoustics LLC (CSA). Any changes or exceptions to these terms will only be effective if made in writing and signed by authorized representatives of both parties.

1. **Scope of Services and Standard of Care.** CSA will perform professional services as described in our proposal to you, or in such other document outlining a scope of services that is agreed to by the parties hereto. CSA will apply our best professional judgment, knowledge, and experience to perform our services capably and in accordance with the standard of quality customary for such services as delivered by qualified providers in the consulting engineering profession in similar circumstances and locations.
2. **Fees and Payment.** Budgets for services may be on a lump sum, fixed price, time-and-materials, or hourly basis, as agreed by the parties and enumerated in the attached proposal or scope document. CSA will submit invoices to you periodically for services rendered and out-of-pocket costs incurred, including such detail as you may reasonably require to substantiate the invoice. Payment for all invoices will be due within 30 days of the date of the invoice, and CSA reserves the right to charge a late-payment fee of \$25 per invoice or 1% of the overdue amount, whichever is greater. Agreed-on budgets for services, regardless of the fee basis, are subject to adjustment in the event of a material change in the scope of services or deliverables to be provided by CSA.
3. **Billing Rates.** Hourly billing rates for CSA staff time are as follows. These rates may be updated by CSA from time to time, and CSA will attempt to give reasonable notice of such rate increases to existing, active Clients. Labor billing rates are inclusive of all wages, taxes and fringe benefits, overhead and profit.

a. Partner, Engineering Consultant	\$125 /hour
b. Partner, P.E.	\$125 /hour
c. Support Staff	\$ 80 /hour

CSA reserves the right to bill for time spent on travel status on your behalf, if such time is significant and cannot be used productively for another purpose. We will bill you for all hours spent in direct fulfillment of the scope of services to which we have agreed, including time in excess of eight hours per day, if applicable.

In addition to labor fees, you agree to reimburse CSA for out-of-pocket expenses incurred directly in the performance of services for you, including but not limited to local and long-distance travel; meals, lodging or rental vehicles necessitated by travel status; parking; tolls; taxi or shuttle service; photocopy and reproduction charges, and third-party costs such as rental of special measurement equipment. Mileage will be charged at the prevailing IRS rate. No markup on expenses will apply. Sales, VAT, excise, and use taxes will be charged in addition to labor and reimbursable amounts, to the extent they are applicable.

4. **Insurance and Liability.** We represent to you that our staff are professionally qualified to perform the services we agree to provide. CSA is appropriately insured and licensed as necessary, and we will provide you with a certificate of insurance as evidence of our general and

professional liability coverage, upon your request. At no cost to you, we will correct any errors in our work and will re-perform any services that do not meet the industry's professional standard of care to which we have committed. We agree to indemnify you for direct damages resulting from our negligence in the performance of services under this Agreement. **CSA WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. NO WARRANTIES OTHER THAN THOSE EXPRESSLY STATED IN THESE TERMS SHALL APPLY TO OUR SERVICES.** Notwithstanding the foregoing, our liability for direct damages shall be limited to \$25,000 or the total agreed-upon fees for our services, whichever is greater.

5. **Ownership and Rights in Deliverables.** You will own all rights in deliverables prepared for you by CSA, including any data or other content provided by you and incorporated by CSA. You may re-use our deliverables at your discretion provided that you indemnify CSA against any liability resulting from re-use for purposes other than the originally-intended purpose. We warrant that our work products will not infringe on copyrights or intellectual property rights of third parties, except that we make no such warranty for any materials or data provided by you for incorporation into our deliverables. CSA has the right to retain copies of your deliverables for our records. The models, methodologies, know-how, ideas and concepts we use in performing services and creating deliverables will remain CSA's exclusive intellectual property.
6. **Force Majeure.** We will use our best efforts to complete our services for you within the time and budget constraints outlined in this Agreement. CSA will not be responsible for delays or budget impacts that result from circumstances beyond our control, and that cannot reasonably be foreseen or mitigated by us. We will notify you promptly when we believe such circumstances apply.
7. **Severability.** If any term in this Agreement is found to be unenforceable or unlawful, it will be deemed stricken from the Agreement, and the remaining terms will continue in full force and effect.
8. **Governing Law.** This Agreement shall be binding under the laws, statutes, and regulations of the Commonwealth of Massachusetts, without regard to its conflict of laws provisions. Legal action by either party may be brought in any court of competent jurisdiction.
9. **Term.** The Agreement consisting of the scope of services and these terms will remain in effect until the services are completed and full payment has been made. Either party may terminate this agreement by written notice to the other and shall be effective upon receipt. You agree to pay for all services rendered and costs incurred by us up to the time of termination, including expenses or non-cancelable purchase commitments (eg. advance airfare). The provisions above regarding liability and ownership rights shall survive the termination of the Agreement.

Rev: March 1, 2012

22 August 2012

Town of Exeter
10 Front Street
Exeter NH 03833

Subject: Acoustical Consulting Services
Noise Barrier Qualitative Assessment and Opinion on Expected Effectiveness
Outdoor Shooting Range Facility at the Exeter Sportsman's Club
Acentech Proposal No. P622671

Attention: Sylvia von Aulock, Exeter Town Planner
via email: svonaulock@town.exeter.nh.us

Reference: Descriptive information, photographs, RFP, telephone calls, and email messages
from Sylvia von Aulock,

Introduction

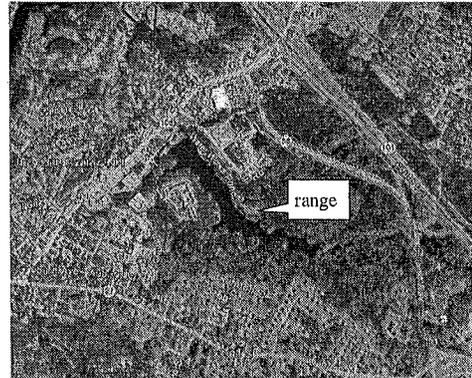
Thank you for the opportunity to submit this proposal to provide acoustical consulting services to the Exeter Planning Board related to a new sound barrier wall proposed by Exeter Sportsman's Club for their outdoor shooting range facility. Their facility is located on property leased from the town adjacent to the Exeter Reservoir along Portsmouth Avenue. Purposes of the proposed new wall are to stop stray bullets and to reduce noise from the range to offsite residential neighbors. The Club is obligated to make reasonable efforts to attenuate noise.

The as-proposed barrier wall would be 8-ft high by 6-in. thick by 100-yards long and located along the south side of the existing shooting range. The wall would be fabricated in 20-ft sections with 5/8-in. plywood spaced 6-in. apart and filled with gravel. The first 80-ft, between the 25-yard shooting station and the backstop, would be installed first as a test wall to demonstrate effectiveness.

The noise attenuation performance provided by a barrier wall is related to the following factors:

- Frequency (wavelength) of the sound(s)
- Height of the barrier above the line-of-sight between the source(s) and receivers
- Length of the barrier
- Distance between the sources and the barrier
- Distance between the receivers and the barrier
- Surface weight (mass) of the barrier
- Surface materials of the barrier, sound reflective or absorptive
- Local wind conditions

The principal noise sources include muzzle blasts caused by high-pressure expanding gas and the shock waves associated with supersonic bullets. Locations of the muzzle blasts are the multiple shooting positions at the 25-yard, 50-yard, and 100-yard shooting stations. The shock waves extend from the shooting stations downrange to the backstop.



Residential neighbors (receivers) are located to the north, west, and south of the range as shown in the aerial photograph to the right. Concerns have been expressed about removal of trees, reflections from the proposed new wall, and the degree of noise attenuation that should be expected if the wall is installed.

To help address concerns about offsite noise from the range, the Planning Board wants an independent experienced expert to a) review the design and location of barrier wall proposed by Sportsman's Club, b) perform a qualitative assessment of the proposed wall, and c) submit a concise letter report providing an opinion as to the expected effectiveness of the wall in reducing shooting noise at adjacent neighbors.

Baseline measurements of the shooting noise before installation of a new wall are addressed in Acentech's proposal submitted to the Town of Exeter.

Based on my current understanding of the range and the assistance needed by the Board as well as our consulting experience at numerous range projects, I propose the following scope of services.

Scope of Services

1. Attend a conference call with you, one or more Board members, and a Club representative to discuss this proposal and time schedules.
2. Visit the Sportsman's Club property and adjacent neighborhoods for purposes of familiarization.
3. Review the proposed wall design and provide a qualitative assessment and opinion on the noise attenuation that can be expected for adjacent neighborhoods.
4. Prepare and submit a concise letter reporting our findings and opinions.
5. Attend a conference call with you, and other interested parties to review the letter report.
6. Attend a public hearing in Exeter to describe and review our findings and respond to questions from the Board, the Club, and interested neighbors.

We are prepared to start the above-described consulting services shortly after receipt of authorization of this proposal and would expect to comply with reasonable time schedules. The estimated time-

and-materials budget price associated with the above Tasks 1 through 5 is \$6,500. This amount will not be exceeded without your prior approval. Task 6, if requested, can be performed as additional services.

Our services will be provided in accordance with Acentech's standard Terms and Conditions, a copy of which is attached for your information. You may authorize this proposal by signing in the space provided below and returning it to my attention.

About Acentech

Acentech is among the most-experienced acoustical consulting firms in North America. We have provided acoustical consulting services for 60 years often working closely with government agencies, town officials, facility owners, facility designers, and interested neighbors.

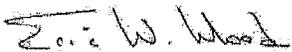
We work with state and local governments to draft new noise standards. We work with attorneys to interpret noise standards prepared by others and provide support to attorneys during cases that include important acoustical issues. We work with residents to help them encourage owners of nearby facilities to operate as good acoustic neighbors. And we work directly with facility owners and operators to help them comply with local and state noise standards. We commonly work with clients during the early design and permitting of new facilities or are called in later to address noise problems that arise after a new facility becomes operational.

We have often served on projects for recreational and sporting facilities. Attached is a representative list of projects involving gun ranges.

* * * * *

We look forward to working together with you. Should you have any questions regarding this proposal or need additional information at this time, please call me at my direct-dial telephone number 617.499.8034 or contact Marc Newmark at 617.499.8044 or Jim Barnes at 617.499.8018.

Sincerely yours,



Eric W. Wood
Principal
Acentech Incorporated

Enclosures

AI Ref: p:\eww\proposal\Exeter, NH shooting range proposal.doc

ACCEPTED BY: The Town of Exeter, NH

Name: _____

Title: _____

Date: _____

Acentech

**ACOUSTICAL CONSULTING FOR
FIRING RANGES AND TRAINING FACILITIES:
LAW ENFORCEMENT, MILITARY, AND CIVILIAN**

Town of Belmont, NH

Measurement and assistance to the ZBA in the evaluation of offsite noise from proposed shooting range.

Town of Richmond, RI

Assistance to town officials in the evaluation of offsite noise from a proposed outdoor shooting range.

City of Boston Police Department

Firing Range, Moon Island
Environmental impact assessment, acoustical testing, and mitigation

Gale Associates

Weymouth Police Department Firing Range
Weymouth, MA
Interior noise control

Karen Forbes, Esquire

Major Waldron Sportsmans Association Ranges
Barrington, NH
Measurement, evaluation, and control of off-site noise

**Massachusetts Division of Capital
Planning and Operations**

State Police Academy Firing Range
New Braintree, MA
Environmental impact assessment; acoustical design; sound isolation of classrooms and support facilities

Maynard Rod & Gun Club, Inc.

Maynard, MA
Measurement & evaluation of off-site noise from skeet range

New York City Police Department

Rodman's Neck Training Facility
New York, NY
Design of outdoor firing range to reduce noise impact on surrounding residential communities

Pennsylvania Power and Light Company

Training range for nuclear plant security force
Berwick, PA
Measurement and evaluation of off-site noise

The Country Club

Chestnut Hill, MA
Measurement and evaluation of community noise during winter-time use of club's skeet range

F.X. Messina Enterprises

Braintree, MA
Measurement and evaluation of rifle and handgun noise from gun club adjacent to new residential development.

U.S. Army

Fort Hood, TX
Measurement, evaluation, and reporting of noise during weapons training.

Police Training Center

Palm Springs, CA
Acoustical design of outdoor range;
sound isolation of ancillary support facilities

Private Residence

Westwood, MA
Skeet and trap range noise measurement, evaluation, and public hearings

Puerto Rico Environmental Quality Board

Island of Vieques, PR
Measurement and evaluations of community noise from U.S. Navy land, sea, and air training activities

River View Gun Club

Orrington, ME
Outdoor sporting clay range, community noise measurement, evaluation, and public hearings

Salem Police Headquarters

Firing Range
Salem, MA
Sound isolation

Tactical Response Range Study

Federal Law Enforcement Training Center
Glynco, GA
Acoustical design considerations

Town of Brentwood, New Hampshire

Indoor and outdoor training ranges proposed by Sigarms
Brentwood, NH
Measurement, evaluation, and public hearings

U.S. Marine Corps

Weapons Firing Range Noise Analysis
Camp Lejeune, NC
Noise impact assessment for proposed base expansion and new artillery firing and task

TERMS AND CONDITIONS

Acentech

Acentech Incorporated (Acentech) will perform the services specified in the Scope of Services contained in this proposal in accordance with the following terms and conditions.

A. COMPENSATION

Client will compensate Acentech on a time-and-materials OR fixed price basis as specified in Acentech's proposal letter.

1. Time and Materials

- a. *Best Efforts:* Acentech will use its best reasonable efforts to complete the Scope of Services within the estimated price specified in its proposal. Acentech will not continue performance or incur obligations beyond the estimated price without Client's authorization of additional funds to cover such continued performance.
- b. *Professional Staff:* Acentech will furnish the services of its employees at its standard hourly rate for such employees at the time services are provided. Hours in excess of eight per day will be charged at the standard hourly rate without premium.
- c. *Other Services and Cost:* Expenses incurred by Acentech that are necessary for the completion of the Scope of Services, including travel and subsistence and other supplies and services obtained from third parties, are reimbursable at Acentech's cost plus a 10% administrative handling charge. Other services provided by Acentech including instrumentation usage and document reproduction are billed at Acentech's standard commercial rates. All applicable sales and use taxes and custom duties will be charged in addition.

2. Fixed Price

- a. *Services Specified:* Acentech will deliver the services specified in the Scope of Services on a fixed price basis. If the fixed price is specified to include only professional services, expenses will be billed in accordance with paragraph A.1(c) above. All applicable sales and use taxes and custom duties will be charged in addition.
- b. *Additional Services:* Services outside our proposed Scope of Services shall be considered Additional Services. Unless otherwise agreed, Client shall pay for Additional Services on a time-and-materials basis as outlined in paragraph A.1 above.

3. Payments

Invoices for time-and-materials agreements are rendered based on professional staff services and associated expenses furnished by Acentech. Invoices for fixed price agreements are rendered monthly based on a percent-of-completion basis unless a schedule of payment is otherwise agreed upon. Invoices are payable on receipt.

B. OWNERSHIP OF DOCUMENTS

Drawings and other documents prepared by Acentech under this Agreement which are delivered to Client shall be the property of the Client. Acentech may retain copies for information and reference. Client shall not make changes in drawings and specifications prepared by Acentech without Acentech's prior written authorization.

C. INSURANCE AND LIMITATIONS OF LIABILITY

Acentech shall indemnify Client for direct damages resulting from negligent acts or negligent omissions by Acentech in performance of its work hereunder. Acentech carries Worker's Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, and Automobile Liability Insurance. ACENTECH SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL ACENTECH'S LIABILITY FOR DAMAGES FOR ANY REASON IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE EXCEED THE GREATER OF \$25,000 OR TWO TIMES THE PRICE OF THE SERVICES PROVIDED BY ACENTECH UNDER THIS AGREEMENT.

D. UNFORESEEN CIRCUMSTANCES

Acentech shall not be in default of its obligations to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to, acts of God, delays in delivery by vendors, and strikes or other labor disturbances.

E. TERMINATION

Either party may terminate this Agreement in whole or in part at any time by written notice to the other; such notice is effective upon receipt. In the event of such termination, Acentech shall be compensated in accordance with this Agreement for the services rendered and expenses incurred or committed to prior to the effective date of notice of termination.

F. GENERAL

1. This Agreement, including any appendices attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written, between the parties with respect to such subject matter. Different or additional terms contained in documents supplied by Client shall not apply. This Agreement may be modified only by written agreement of Client and Acentech and is binding on their respective successors and assigns.
2. Interpretation, construction and enforcement of this Agreement shall be pursuant to the laws, statutes, and regulations of the Commonwealth of Massachusetts.
3. The rights and obligations of paragraph B, C, and F shall survive the completion or termination of this Agreement.

POLICY CONCERNING THE SEAL OF THE TOWN OF EXETER

RSA 31:93 indicates that: “[E]very town shall provide for the use of its town clerk an official seal, bearing the name of the town and the date of its incorporation, and of such general design as may be approved by the selectmen thereof. Papers issued from the office of the town clerk may be attested therewith.”

The Town of Exeter has produced a seal which graphically represents the municipality and is inclusive of the name of the Town of Exeter and the information that Exeter was founded in 1638 (because Exeter does not have a charter, the town is not incorporated but founded).

As part of its statutory responsibility, the Town has an embossing seal which is used on certain official documents. This embossing seal is in possession of the Town Clerk as required by RSA 31:93.

The town seal is described as follows (basic seal as Appendix A): An alewife occupying the center of an inner circle with the word “founded” above and the year “1638” below; An outer circle with the words “Town of Exeter” on the top, and “New Hampshire” at the bottom. The inner circle of the seal is navy blue; the outer circle is white with blue lettering “Town of Exeter” and “New Hampshire.” The first town seal was created by Albert N. Dow in 1930 and was described in the March 28, 1930 edition of the Exeter News-Letter. Alewives are an important part of Exeter history as a source of food and bait to the Wampanoag and Squamscott Indians as well as early colonists who settled Exeter in the 1630’s.

Beyond this embossing seal, the Board of Selectmen has authorized the Town seal to be used for a number of official municipal purposes. These uses include, but may not be limited to:

- ❖ Letterhead and envelopes for various Town officials, boards and commissions
- ❖ Business cards for various Town officials
- ❖ Checks issued by the Town of Exeter
- ❖ Publication of the Annual Report of the Town of Exeter
- ❖ Publication of various regulations and ordinances of the Town of Exeter
- ❖ Within the department logos of the Exeter Fire Department and the Exeter Police Department
- ❖ As seals appearing on vehicles owned by the Town of Exeter such as fire trucks, police cruisers and public works
- ❖ As an identifier on the official Town of Exeter website
- ❖ On the official ballot used for Town of Exeter and Exeter School District elections
- ❖ On mailers and information published for the First and Second Sessions of the Exeter Town Meeting and Exeter School District Meeting
- ❖ Identifying clothing that is worn by Town of Exeter officials or personnel.
- ❖ On business and taxi licenses issued by the Town
- ❖ Communications or educational materials produced for the Town under Town guidance and direction.

The seal of the Town of Exeter is intended to only be used for official business of the Town of Exeter, its officials, departments, boards and commissions.

The design, arrangement, presentation and layout of this seal is the property of Town of Exeter, NH and may be used only for official use by the Town of Exeter as outlined in this policy.

No other use of the Town seal is permitted without prior written permission from the Exeter, NH Board of Selectmen.

The Town reserves the right to take appropriate legal action to remedy any unauthorized use of the Town of Exeter seal, including but not limited to, seeking injunctive relief, costs and attorney's fees in the Superior Court.

Adopted by the Board of Selectmen the _____ day of _____, 2012.

Matt Quandt, Chairman

Don Clement, Vice-Chairman

Daniel W. Chartrand, Clerk

Julie Gilman

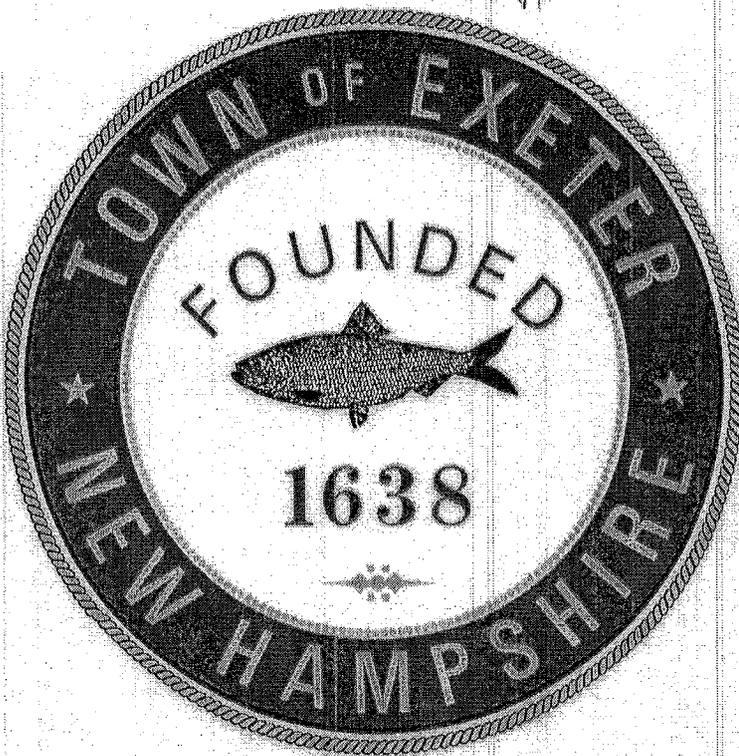
Frank Ferraro

EXETER BOARD OF SELECTMEN

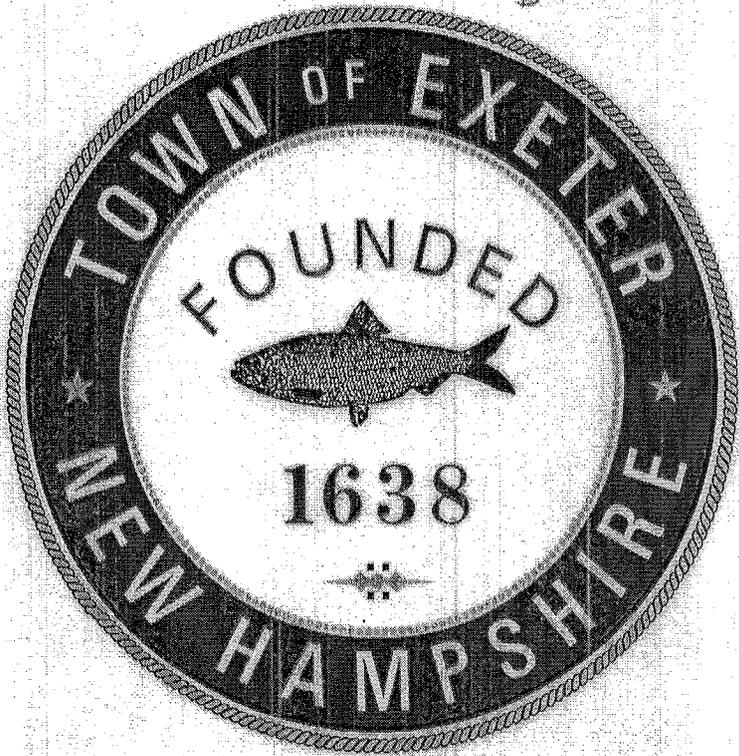
Received and recorded this _____ day of _____, 2012

Andrea Kohler, Town Clerk

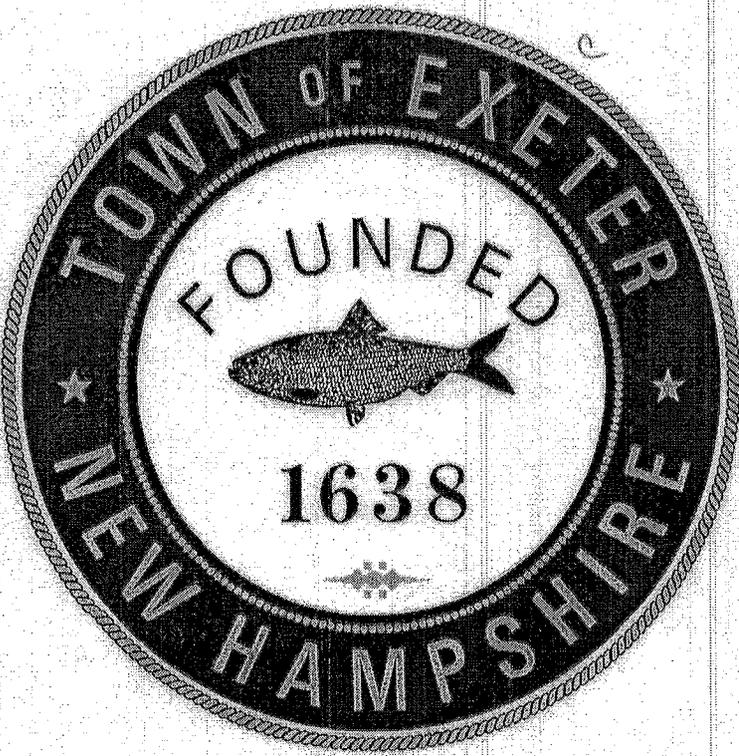
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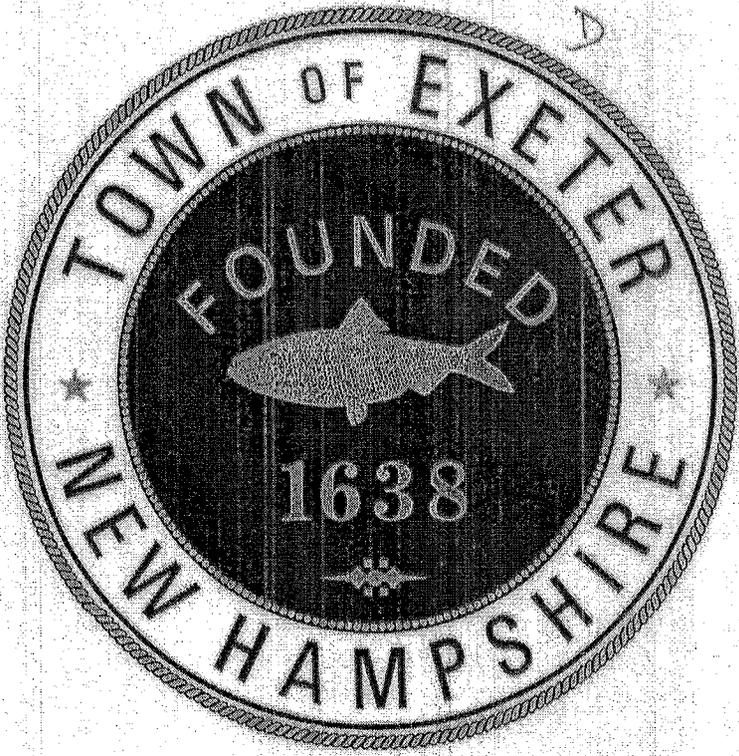
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C



D



Memo

To: Russell Dean, Exeter Town Manager
Exeter Board of Selectmen

From: Kevin Smart, Maintenance Superintendent

Date: 24 August 2012

Re: Town Office Modular HVAC 2012

Cc: Paul Vlasich, Town Engineer,

Pursuant to the "Town Office Modular HVAC 2012" Request for Proposals, of the 11 vendors in attendance at the pre-bid meeting the following bids were received;

1.) Palmer & Sicard	362,574		
2.) Ideal Temp HVAV	189,184		
3.) MSI Mechanical	188,470		
4.) Dowling Corp	170,280	Add=176,280	Deduct = 164,000
5.) Eckhardt & Johnson, Inc.	157,168		

It is noted that the bid submitted from Dowling Corp has provided the addition of \$6,000 for control equipment that would allow monitor and operation of the system from a remote computer, and a deduction for an equipment brand change that would save \$6,280. In discussions, Dowling Corp. has offered to search out and apply for any "Energy Rebates" that may be available in conjunction with the equipment installations that could provide credit back to the Town.

It is the concurrence of our Consultant John Waitt of Design Day Mechanicals Inc. and I, that due to the complexities of the building layout, various department operations, and phasing of the project it will be most beneficial to engage a contractor with the ability to respond and alter work schedules to dovetail with the needs and operational commitments of the Town Offices during construction. It is noted that Dowling Corp. has demonstrated their ability to provide this level of service by completing the previous ventilation upgrades for the Waste Water Treatment Grit and Lagoon buildings, and service of the Dispatch A/C system. It is recommended that acceptance of the deduction total of 164,000 submitted by Dowling Corp. will provide a contractor in close proximity to our location with a demonstrated ability to meet the operational needs of our organization, and provide the best value in a finished product. The amount budgeted for the project is 198,000 with the balance in part to be used for weather sealing the Town Office windows.

Memo

To: Russell Dean, Exeter Town Manager
Exeter Board of Selectmen

From: Kevin Smart, Maintenance Superintendent

Date: 24 August 2012

Re: Historical Society Slate Roof 2012

Cc: Paul Vlasich, Town Engineer,

Pursuant to the "Historical Society Slate Roof 2012" Request for Proposals, of the 5 vendors in attendance at the pre-bid meeting the following bids were received;

1.) Crocker Architectural Sheet Metal Co., Inc.	268,000
2.) Mahan Slate Roofing Company Inc	254,750
3.) The Heritage Company	237,070
4.) A.W. THERRIEN CO, INC	209,094

It is noted that the low bid provided by A.W.Therrien was later found to be priced without the new slate needed to augment the old slate. The budget for the project was set at \$99,900. With all bids exceeding the budget, permission was granted to pursue a revised scope of work. The following price adjustments were received;

1.) A.W. Therrien Co., Inc	243,744	Deducts: 35,170	Adds: 26,180
2.) The Heritage Company	175,841	Deducts: 12,970	
3.) Mahan Slate Roofing Co. Inc	163,100	Deducts: 41,500	Add: 8,200
4.) Crocker architectural Sheet metal Co, Inc	160,000	Deducts: 10,000	

It is with the concurrence of our Consultant Robert Fulmer, Building Envelope Consultants and I that the proposal submitted from Mahan Slate Roofing Co., Inc. of 163,100 with the deduction of 41,500 outlines the best value to the Town, and longevity for the Slate roof system of the building. The deduct price of 121,600 can be supplemented with the balance of the Maintenance Project List funds to accomplish the work. It is recommended to proceed with the project to stabilize a deteriorated condition from becoming worse.

PROPOSAL

TO: TOWN MANAGER

FOR: Furnishing all materials, labor and equipment to complete the attached Scope of Work, according to the Project Manual, and Specifications for the "Exeter Historical Society Slate Roof Replacement 2012"

The undersigned, as bidder, declares that the only person(s) or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm. Or corporation; that s/he has carefully examined the work and the project's specifications, attached hereto; and s/he proposes and agrees, if this proposal is accepted, that he will contract with the owner in the form of the contract attached, hereto; to provide all necessary tools, incidental materials, materials and methods to do all work and complete said work in the specified time prescribed; and that he will take payment for completed work, when approved by the Town Manager, for the following lump sum price: **\$163,100.00.**

This agreement, made as of the **23th** day of **August, 2012**, between

TOWN OF EXETER, NEW HAMPSHIRE
(HEREINAFTER CALLED Owner)
&
Mahan Slate Roofing Co., Inc.
(hereinafter call Vendor)

Project Name: **Exeter Historical Society Slate Roof Replacement 2012**

Phone #: **603-773-6162**

Fax #: _____

Address: **47 Front Street, Exeter NH 03833**

Witnessed that the Owner and Vendor, inconsideration of materials covenants hereinafter set forth, agree as follows:

Article #1: Work

The Vendor will provide all materials necessary to complete work described in "Scope of Work" and completed in accordance with all "Specifications" contained in Project Manual for "Exeter Historical Society Slate Roof Replacement 2012"

Article #2: Contract Price

The Owner shall pay the Vendor for the performance of work, and after completion of the project, as follows:

BID ITEM, # 1 :	All work complete: Lump Sum	\$ <u>163,100.00</u> (figures)
BID ITEM, # 2 :	Addition – Alternate (price differential over bid specs)	\$ <u>8,200.00</u> (figures)
BID ITEM, # 3 :	Reduction – Alternate (price differential under bid specs)	\$ <u>41,500.00</u> (figures)

In witness thereof, the parties, hereto, have executed this agreement the day and year first above written.

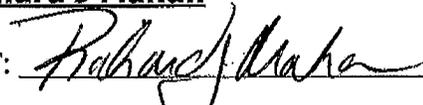
OWNER: **Town of Exeter, NH**

VENDOR: **Mahan Slate Roofing Co., Inc**

BY: _____

BY: **Richard J Mahan**

ATTEST: _____

ATTEST:  _____

DATE: _____

DATE: **August 23, 2012**

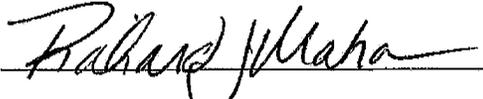
FULL NAME AND ADDRESS OF INDIVIDUAL, FIRM PARTNERSHIP OR CORPORATION
SUBMITTING THIS BID:

Mahan Slate Roofing Co., Inc.

PO Box 2860

Springfield, MA 01101

Telephone number: **(413) 788-9529** Date: **8-23-12**

Signed by: **Richard J. Mahan**  Title: **Secretary/Treasurer**

Federal Identification or Social Security Number: **20-8120248**

NOTICE: Bid shall be signed in black ink by person having proper legal authority. If you do not submit a bid but wish to remain on the Town of Exeter's "Bid List", provide name and address, initial here: _____ and return.

BID ITEM, # 1 : Base Bid includes

- a. Set scaffolding as needed.
- b. 20 oz. custom copper gutters, ice and watershield 4' up the roof.
- c. Two 20 oz. copper roof pan areas.
- d. One eyebrow copper dormer in rear.
- e. New collector boxes to match original.
- f. New downspouts brackets to match original.
- g. All new copper valleys.
- h. New copper ridge caps, ice and watershield 3' on each side.
- i. Re-flash all hips, ice and watershield 3' on each side.
- j. Two chimneys flashings.
- k. Replace existing copper fascia and soffit.
- l. New copper trim at front gable ledge.

Note: See Bid Item #3 – Reduction for standard roof restoration practices.

BID ITEM, # 2 : Addition – Turret (Replace gutter, cap, and stack flashing)

BID ITEM, # 3 : Reduction – **Includes 10 year warranty:**

- | | | |
|--------------------------------------|---------------------------|---|
| a. Collector Boxes | Deduct \$5,100.00 | Repair existing boxes, purchase and install standard copper collector boxes where existing boxes are missing and for boxes that cannot be repaired. |
| b. Downspout Brackets | Deduct \$2,700.00 | Repair existing brackets, purchase and install standard copper downspout brackets where existing brackets are missing and for brackets that cannot be repaired. |
| c. Ridge Caps | Deduct \$6,500.00 | Do not remove slates 3' on each side. Remove old copper cap and replace with new copper cap with like profile. |
| d. Hips | Deduct \$20,500.00 | Do not remove slates 3' on each side. Install a small copper cap approximately 6" wide to hide old tar. |
| e. Entry Trim Gable and Ledge Copper | Deduct \$6,700.00 | Leave as is. |



**New Hampshire
Municipal Association**

TO: Key Officials

FROM: Judy A. Silva, Deputy Director for Legal Services and Government Affairs
Cordell A. Johnston, Government Affairs Counsel

DATE: August 20, 2012

RE: 2013-2014 Legislative Policy Conference ~ Friday, September 21, 2012

Floor Proposals and Legislative Principles

Enclosed please find a copy of the two floor proposals that have been submitted for discussion and vote at the NHMA Legislative Policy Conference. These floor policies supplement the policy recommendations prepared by the Committee on Government Affairs, which were mailed to each municipality on June 29, 2012. In addition to the policy recommendations and the floor proposals, delegates at the conference will vote on NHMA's Legislative Principles, which also were included in the June 29 mailing. If you need copies of any of these documents, you can find them on the LGC website, www.nhlgc.org. (From the home page, move your cursor to "NH Municipal Association," then click on "NHMA Policy-Setting Process.")

Voting Delegate

Each member municipality has one vote at the Policy Conference. Each governing body is asked to appoint a voting delegate to cast the municipality's vote on the policy proposals presented. **We are sending a pre-stamped voting delegate card to the top management person in each municipality (or the governing body chair if no management staff) to return to us indicating the governing body's appointment for voting delegate.** Please mail this card back to us no later than Wednesday, September 12. See the Legislative Policy Process Questions & Answers document, also sent with the June 29 mailing and available on the LGC website, for a description of who will have voting privileges for a municipality in the absence of any formal designation.

Policy Conference

The Legislative Policy Conference is scheduled for **Friday, September 21, 2012 at 9:00 a.m.** at the **Local Government Center** in Concord. You can find directions on the LGC website by clicking on *Directions* on the home page, or you can call if you need further assistance.

We urge the governing body of each municipality to discuss the full slate of policy recommendations, along with these floor proposals, and to take a position on each proposal to give guidance to your voting delegate. Otherwise, your voting delegate is free to vote at the Policy Conference as he/she desires! At the conference, delegates may vote to approve, reject, or table a policy proposal. They may also vote to change the order of priority of the various policies.

This is an important opportunity for each member municipality to participate in determining NHMA legislative policy for the 2013-2014 biennium—we count on your input! As always, please do not hesitate to call or e-mail (governmentaffairs@nhlgc.org) the Government Affairs Staff with any questions, comments, or concerns. We look forward to seeing you on September 21st!

**New Hampshire Municipal Association
2013-2014 Legislative Policy Process**

Floor Policy Proposal

Submitted by (name) Betsy McClain (on behalf of the Town of Hanover Trustees of Trust Funds) Date 8/6/201

City or Town Town of Hanover Title of Person Submitting Policy Dir. of Admin. Svcs.

Approved by the Town of Hanover Board of Selectmen at their 8/6/2012 Public Meeting.

To see if NHMA will SUPPORT/OPPOSE:

To see if NHMA will SUPPORT amendments to RSA 292-B:2 to include funds held by a town or other municipality under RSA 31:10, RSA 202-A:23, or a fund created by a town or other municipality under RSA 31:19-a to be included in those institutional funds subject to the Uniform Prudent Management of Institutional Funds Act.

Municipal interest to be accomplished by proposal:

To allow for more active investment (vs. income-centric investment) to achieve more substantive long-term growth in overall fund value of funds overseen by municipal Trustees of Trust Funds.

Explanation:

Please see attached.

A sheet like this should accompany each proposed floor policy and should record the date of the governing body vote approving the proposal. It should include a brief (one or two sentence) policy statement, a statement about the municipal interest served by the proposal, and an explanation which describes the nature of the problem or concern from a municipal perspective and discusses the proposed action which is being advocated to address the problem. Fax to 224-5406; mail to PO Box 617, Concord, NH 03302-0617; or email to governmentaffairs@nhlgc.org. Must be received by August 17, 2012.



June 19, 2012

Ms. Terry M. Knowles, Registrar
Charitable Trusts Unit
Office of the New Hampshire Attorney General
33 Capitol Street
Concord, NH 03301-6397

Dear Terry:

It has been just over two years since your visit to Hanover where we had a lively discussion about the prospect of allowing New Hampshire municipal Trustees of Trust Funds to participate in Total Return Spending and Investment. When we met in January 2009, your office was helping Trustees across the State understand the implications of the 2008 legislation allowing for the *Prudent Investor* standard vs. the long-held *Prudent Man* standard. You indicated that your office supports the notion of allowing Trustees to adopt Total Return Spending Formulas, but this change would simply be too much too soon after the implementation of the *Prudent Investor* standard. Referring to the minutes from this meeting, you described your office's priorities over the last several years as: (a) require Trustees to submit an Investment Policy Statement [done]; (b) adopt Prudent Investor Rule [done]; and (c) allow for Total Return Investment. We as Trustees very much appreciate the efforts of your office to support and adopt the *Prudent Investor* standard, and we look forward to your office leading the way on introducing Total Return Spending as an option to municipal Trustees of Trust Funds.

This letter expresses our sincere wish that your office now actively pursue this last goal of allowing for Total Return Spending and Investment. As you know, the Uniform Prudent Management of Institutional Funds Act (UPMIFA) allows for Total Return Spending and Investment. In an extremely cautious measure to protect those municipalities without knowledgeable Trustees of Trust Funds, all funds currently held by New Hampshire municipal Trustees of Trust Funds are specifically excluded from the provisions of UPMIFA. In our opinion, it is time to overturn this restriction.

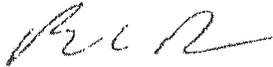
Working with our Investment Management firm, we have developed the attached 'talking points' to support the move to Total Return Investment for municipal trust funds. We stand ready to support your office in this effort and would be happy to meet with you sometime over the coming months to talk about how to move forward.

We would appreciate a reply from your office indicating your office's current thoughts on: (1) moving forward on allowing municipal Trustees the same investment reporting and spending options as institutional endowment managers; and (2) how we as Town of Hanover Trustees of Trust Funds can best support that effort.

We look forward to hearing from you soon.

Sincerely,

TOWN OF HANOVER TRUSTEES OF TRUST FUNDS



Brian C. Doyle



Paul B. Gardent



Judson T. Pierson

cc: Matthew Houde, NH State Senator (District 5) – via e-mail
Bernard Benn, NH State Representative (District 9) – via e-mail
Beatriz Pastor, NH State Representative (District 9) – via e-mail
Sharon Nordgren, NH State Representative (District 9) – via e-mail
David Pierce, NH State Representative (District 9) – via e-mail

Advantages of Total Return Spending Policy vs. Income Only Spending Policy

The vast majority of endowments and not for profit organizations utilize a total return spending policy. A total return spending policy takes a specific percentage of the market value of the account for distribution. The percentage normally ranges between 3 to 5%, and the market value is typically calculated using a rolling 3 year quarterly value.

There are many advantages to a total return spending policy vs. an account that only distributes income earned:

- ◆ Total return allows a fund to be better diversified amongst all asset classes. By not focusing on income producing assets, i.e. fixed income, the portfolio can be more diversified, which may serve to enhance the return as well as reduce the overall risk and volatility.
- ◆ Under total return, distributions can often be higher than income only distributions. This is particularly true for portfolios that have large equity holdings. Typical endowments have a portfolio that is 60-80% equities and 20-40% fixed income.
- ◆ A total return spending policy is very flexible. The percentage rate of distributions can be modified to reflect market conditions. Allows for more flexibility to change investment priorities.
- ◆ Total return portfolios allow for more active management vs. static fixed income portfolios.
- ◆ Allows Trustees to exercise a higher degree of fiduciary responsibility.
- ◆ Modernize accounting methods allowing for time weighted treatment of new funds, so as not to penalize older funds as current accounting standards do.

New Hampshire Municipal Association
2013-2014 Legislative Policy Process

Floor Policy Proposal

Submitted by (name) R. Loring Carr Date 8/10/12

City or Town Alton Title of Person Submitting Policy Vice-Chairman BAS

Voted on 8/9/12 meeting

To see if NHMA will SUPPORT/OPOSE:

See attached

Municipal interest to be accomplished by proposal:

See attached

Explanation:

See attached

A sheet like this should accompany each proposed floor policy and should record the date of the governing body vote approving the proposal. It should include a brief (one or two sentence) policy statement, a statement about the municipal interest served by the proposal, and an explanation which describes the nature of the problem or concern from a municipal perspective and discusses the proposed action which is being advocated to address the problem. Fax to 224-5406; mail to PO Box 617, Concord, NH 03302-0617; or email to governmentsaffairs@nhlgc.org. Must be received by August 17, 2012.

PROPOSED LEGISLATION

Support legislation regarding public notice requirements, voter information communications, and voter "reminders" controlled by a governing body or taxpayer funded, must be equally available to all voters.

Alton School Board used the school's emergency automated "snow phone" to remind parents to vote in upcoming elections which included a \$22 million dollar school bond. The "snow phone" only calls those parents with registered students in the school. Tax dollars paid for by voters with students in the school received a phone call the night before reminding them to vote tomorrow. Voters with no students in the school received no phone call. This is not equal treatment for all voters.



August 21, 2012

To All New Hampshire Towns/Cities:

We ask you to consider reading this into your public record.

**RE: A Call for Names of Public Workers Who Have Died In Service
Public Works Employee Memorial**

Dear Governing Body:

Has your municipality ever experienced the tragedy of a public works employee losing their life while in the course of performing their public duties? I refer to employees who maintain roads, water supplies, sewer lines, municipal grounds and who perform winter plowing, oftentimes under dangerous conditions. Tragic moments like these are most often remembered within a small New Hampshire community by loved ones, and local residents who never forget.

As the chair of the Public Works Memorial Committee, I am writing to ask that you please review your historical records for the names of any public works employees in your city, town or county that died in the course of performing their duties.

In August of 2009, Governor John Lynch signed into law RSA 4:9-j creating a permanent committee to oversee the design, construction, fundraising and perpetual maintenance for a memorial to honor these public workers. Since then, a site has been chosen, a design developed (attached), and soon we hope to be breaking ground on the project. One of our many tasks is to gather the names of public works employees to be engraved on the memorial's large black granite stones.

If you know of a worker from your community who was killed while performing their public duties and who may qualify to have their name etched in this granite memorial, I have enclosed an application. If you should need additional applications, would like more information or would like to see the progress of the memorial's construction, please visit to our website www.nh.gov/dot/nhmemorial.

In addition to names, all monetary, tax deductible, and in-kind donations of materials and labor are graciously welcomed. If anyone within your community would like to make a donation or if your city, town or county would like to donate to this very worthwhile project, checks may be made payable to the Public Works Memorial, c/o The Commissioner's Office, NH Dept. of Transportation, PO Box 483, Concord NH 03302-0483.

This is an exciting project and we thank you in advance for your support. If you have any questions or would like to discuss this project, don't hesitate to contact myself, or any of the committee members listed below.

Warmest regards,



Carl Quiram, Chairperson
Public Works Memorial
(603)497-3617 Extension 210

Memorial Office: (603) 271-2694
(This Number is connected to NHDOT Bureau of Highway Maintenance)

Attachments: Application to Submit a Memorial Name



The memorial site at 7 Hazen Drive in Concord in front of the State of New Hampshire, Department of Transportation building features a brick walkway encircling the memorial's reflection area, which is a garden of perennials. Four granite benches allow visitors to sit and reflect, with another larger space for group gatherings. The monument features 24 shovels along the roadway signifying the 24 hours in a day that public works employees may be called upon to work.

Memorial to Public Workers Committee Members

Brian Barden, Dublin – highway@townofdublin.org
Philip Bilodeau – pbilodeau@onconcord.com
Gerald Curran – gjmcurran@yahoo.com
Dave Danielson – d.danielson@comcast.net
Robert Glover, Lancaster – rglover@dot.sate.nh.us
Peter Goodwin – pgoodwin@woodardcurran.com

Bill Janelle, Concord – bjanelle@dot.state.nh.us
Richard Lee – nlhd@tds.net
Kelsie Lee – lee.kelsie@gmail.com
Carl Quiram, Goffstown – cquiram@goffstownnh.gov
Jim Rivers, Contoocook – jim.rivers@comcast.net
Bruce Tatro, Swanzey – btatro1@yahoo.com

Memorial to Public Works Employees

WHO HAVE DIED IN THE COURSE OF PERFORMING PUBLIC DUTIES

APPLICATION TO REQUEST A DECEASED PUBLIC WORKS EMPLOYEE BE ADDED TO THE MEMORIAL - RSA 4:9-i

MAIN CRITERIA

Place of Employment – This must be a municipality, a county, or the state.

Main Job Function - Working in a public works capacity including but not limited to highway department, water and sewer, grounds workers, bridge maintenance, etc.

Cause of Death - Accidental as determined by a recognized Workers Compensation Insurance Carrier

DECEASED PUBLIC WORKER INFORMATION

Name of Deceased _____
First Middle Initial Last

Employer at Time of Incident: _____

NAME OF PERSON OR FAMILY MEMBER REQUESTING THE DECEASED PERSON ABOVE BE CONSIDERED:

First Middle Initial Last

What is your relationship to the deceased? _____

Home Phone: _____ Cell Phone: _____

Mailing Address: _____
Street City/Town State Zip

Email Address: _____

Do you wish to correspond using the above email address? Yes No

INCIDENT DESCRIPTION

Date of Incident (If exact date is not known, approximate): _____

Description of Incident (Please attach additional pages if necessary):

Additional Commentary: Please provide any additional information you would like us to know about the person you are nominating. Attach additional pages if necessary.

CERTIFICATION

I hereby certify that the above is a true statement of my recollection of the incident, which involved the above named person who died in the course of performing public works duties, and I would like to nominate their name to be on this memorial as per RSA 4:9-i.

Date: _____ Signed: _____

Special Note: All names to be added to the monument shall be approved by the voting members of the RSA 4:9-i Public Works Memorial Committee.

Mail Completed Applications to:

Memorial to Public Workers - c/o The Commissioner's Office

NH Department of Transportation - PO Box 483, Concord NH 03302-0483

Direct Questions to: NHDOT Bureau of Highway Maintenance (603) 271-2693

DO NOT WRITE BELOW THIS LINE

Application Number: _____

Date Nomination Filed: _____

Date of Review: _____

Date of Decision: _____



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

Fwd: Meeting contrary to 91-A

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

Thu, Aug 23, 2012 at 9:51 PM

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

From: "Frank Ferraro" <fferraro2010@gmail.com>
To: "Matt Quandt" <mjquandt@comcast.net>
Sent: Thursday, August 23, 2012 2:47:24 PM
Subject: Meeting contrary to 91-A

Chairman Quandt:

This is to notify you that a meeting of the Board of Selectmen conducted by Selectman Chartrand in violation of RSA 91-A has occurred. I only became aware of it after the meeting had occurred.

Selectman Chartrand called me to notify me that the move of the Selectmen's office was going to take place tomorrow, but that it was not consistent with the decision of the Board. I explained my concerns regarding Mr. Chartrand's proposal at which time he informed me that he had spoken to all of the other Board members and that they were in agreement with this new proposal and the move was going to proceed tomorrow as he outlined.

At that time I confirmed with him that he had discussed this with the other Board members. I attempted to explain to him that such communications with the Board to make a decision is governed by RSA 91-A and he should not have had those discussions with the other Board members. He reiterated that the move is going to take place tomorrow and refused to discuss the RSA issue.

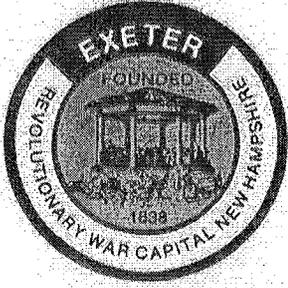
Realizing that this telephone communication would be considered to be part of an illegal meeting of the Board, I decided not to participate and hung up.

The Board made a clear, unambiguous decision regarding the Selectmen's office move at its regularly scheduled meeting this past Monday. Any change to that decision could be discussed at a future meeting. However, RSA 91-A expressly states that public bodies shall deliberate on such matters only in duly noticed meetings. Furthermore, 91-A specifically forbids "sequential communications among members of a public body" for the purpose of making a decision.

If Mr. Chartrand wishes to discuss a change to the approved move, he should ask for it to be placed on the agenda.

As Chairman, I call upon you to publicly reprimand Mr. Chartrand at the next Board meeting for conducting this illegal meeting.

Frank Ferraro
Selectman



TOWN OF EXETER

PUBLIC WORKS DEPARTMENT

13 NEWFIELDS ROAD, EXETER, NH 03833
(603) 773-6157 FAX (603) 772-1355 www.exeter.town.nh.us

August 23, 2012

Attention: Jady Hill Area Resident

Subject: Phase II – Jady Hill Utility Project –Service Lateral Cost Share

The work on the Jady Hill project has been progressing and it is now time to implement the service lateral replacement program. This program was developed to address the private inflow and infiltration (I/I) problems in the Jady Hill area. The program is voluntary and is not mandatory.

There will be a short neighborhood meeting to describe the program.

The meeting will be held on:

Thursday, August 30, 2012 at 6:30 pm at the Exeter Town Hall, 9 Front Street.

The meeting will consist of the following agenda items:

- Brief update on Phase I and Phase II construction
- Service lateral cost-sharing program

Time will be set aside at the end of the presentation so that residents can speak to project engineers about their own specific needs.

The program overview is as follows. A large portion of the extra flow in the sanitary sewers is from the unnecessary clean water entering from stormwater inflow and groundwater infiltration. The majority of the I&I in the Jady Hill area is from the private homeowner side of the sewer system. The I&I can come from sump pumps, roof gutters and foundation drains tied into the private sewer laterals or it can come from cracks and leaks in the sewer service itself. The majority of the homes in the area utilize service pipes that are made of the inferior Orangeburg pipes. Service lateral replacements of inferior piping are recommended in areas where the sewer main in the street is being replaced.

The program highlights are:

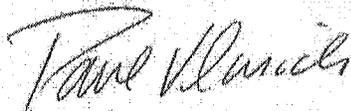
1. The program is for the Jady Hill Area Utility Replacement Phase I & Phase II Project only.
2. Relief drains will be provided in some areas, but not necessarily in all areas. The purpose of the relief drain is to provide a place for private I&I to be discharged.

3. In the Town right-of-way, the Town will pay for all private service lateral work, whether it's the sewer service, relief drain service or a combination of both.
4. The homeowner may elect to have the Town's contractor replace the sewer lateral from the property line to within five feet of the house foundation. If drain services are available for the parcel, a drain lateral can also be installed on the private property. An agreement with the Town will be required for the Town contractor to perform this work. Conditions of the agreement are:
 - a. The homeowner will be responsible for the first \$1,000 of lateral work. (whether it's the sewer service, relief drain service or a combination of both) The Town will pay the remaining costs for the lateral construction.
 - b. The services will be installed to within five feet of the house foundation. The sewer service will be tied into existing service from the home.
 - c. The homeowner is required to remove all sources of I/I from the sewer. If a licensed plumber is engaged by the homeowner, then the plumber must provide a certificate certifying that the connections made to the service lateral(s) and plumbing inside the home meet the Town's ordinances. For instance, sump pumps are not tied to the sanitary collection system. The cost for the certification for the work within five feet of the foundation and inside the home is solely borne by the homeowner and is not part of the cost share financing program. Plumbing permit fees will be waived for this particular program. If a licensed plumber is not required, then the Town Plumbing Inspector will perform the certification inspection at no cost.
 - d. The homeowner must provide a temporary construction easement for the replacement of the laterals.
 - e. The homeowner cost portion can be paid in a lump sum or the homeowner can elect to use the financing offered by the Town. Financing with the Town will require a lien agreement that will stay with the property if the home changes ownership. The financing arrangements will be at 0% interest for up to 10 years. Homeowners will be invoiced \$100 a year with the Spring sewer bill. There will be no penalties for prepayment.
5. Homeowners may elect out of the program. However, future replacements of the service laterals will not be eligible for the cost share program. If future inspections indicate problems with the private sewer lateral or violations are found, then the homeowner will be put on notice for the required fixes.

Please refer to the service lateral construction costs sheet to determine your program costs.

We look forward to your participation at the neighborhood meeting. Please contact our office at 773-6157 or email pvlasich@town.exeter.nh.us if you have further questions.

Sincerely,



Paul Vlasich, PE
Town Engineer

Example**Service Lateral Construction**

Sewer Service Line	Quantity	Unit	\$ / Unit	Cost
Distance from Sewer main to ROW	5	LF	\$ 50.00	\$ 250
Distance from ROW to 5ft from foundation	58	LF	\$ 50.00	\$ 2,900
Relief Drain Service Line				
Distance from Drain main to ROW	10	LF	\$ 50.00	\$ 500
Distance from ROW to 5ft from foundation	37	LF	\$ 50.00	\$ 1,850
				\$ 5,500

Service work in ROW	\$ 750	Town funded
Service work on private property	\$ 4,750	
	\$ 1,000	Homeowner responsibility
	\$ 3,750	Town funded

Home Owner Cost:	\$ 1,000
Town Cost:	\$ 4,500

Footnotes:

1. Unit Cost taken from Phase II construction contract.
2. Plumbing certifications by homeowner, not part of cost sharing.
Costs may vary according to plumber and internal plumbing needed.
3. Homeowner lateral cost share financing available for up to 10 years at 0%.

TOWN OF EXETER, NEW HAMPSHIRE

RESIDENT AGREEMENT

This agreement is to indicate whether or not each resident is interested in participating in the town of Exeter private sewer and storm drain relief service installation program.

PLEASE MARK THE APPROPRIATE BOX THEN SIGN AND DATE

- I choose to participate in the Exeter private sewer and storm drain relief service installation program. I understand that this will obligate me to a repayment of \$X,XXX.XX for the installation cost. The repayment can be completed by lump sum or via a lien agreement with the town of Exeter. In the absence of a lien agreement, this resident agreement will serve to grant a temporary construction easement to complete the work on my property in accordance with the plans and specifications entitled "Jady Hill Utility Replacement Project Phase I" dated September 2011 and "Jady Hill Utility Replacement Project Phase II" dated June 2012. I understand that it is my responsibility to remove all sources of groundwater infiltration and stormwater inflow from the sewer service as required by the Exeter Sewer Use ordinance.

- I choose not to participate in the Exeter private sewer and storm drain relief service installation program. I understand that I am forfeiting my opportunity to have my sewer service replaced and to have a storm drain relief service installed on my private property. It is also my understanding that the town of Exeter will replace the sewer service and install a storm drain relief to the edge of the right-of-way / property line and it will be my responsibility to be in compliance with the town of Exeter Sewer Use Ordinance.

Printed Name

Date

Signature

Street Address

LIEN AGREEMENT

WHEREAS _____ ("the Owner") is the owner of property located at _____ Exeter, New Hampshire ("the Property") with a mailing address of _____; and

WHEREAS, the Town of Exeter ("the Town"), is a municipal corporation with a mailing address of 10 Front Street, Exeter, New Hampshire 03833; and

WHEREAS, the Town proposes to replace the sewer service pipe and install the storm drain relief pipe which is located on the Property and which connects the Property to the Town's sewer main and storm drain main ("the Pipes") respectively despite the fact that maintenance of the Pipes is generally the responsibility of the Owner; and

WHEREAS, the Town has obtained funding for the replacement and installation of the Pipes such that the Owner will be responsible for \$X,XXX of the cost of replacing and maintaining the Pipes, with the Town paying any remaining cost;

NOW THEREFORE, the parties hereby agree as follows:

1. The Town may enter onto the Property to install, remove, replace, and upgrade the existing Pipes. The Town's authority to enter the Property shall expire one (1) year following the substantial completion date of the Jady Hill Utility Replacement Project. Following the replacement and installation of the Pipes, the Town shall restore the Property to as close to its original condition as is reasonably practicable and in accordance to the Plans and Specifications entitled "Jady Hill Utility Replacement Project Phase I" dated September 2011 and "Jady Hill Utility Replacement Project Phase II" dated June 2012.

2. The Owner shall be responsible for payment of the \$X,XXX cost over a period of ten years. The \$100 due each year shall be invoiced as a separate sewer bill on or about the Spring of each year. Failure of the Owner to make any annual payment shall result in the Town exercising any and all of its rights to collect payment, including right to commit the bill to the tax collector for placement of a lien on the Property. The Owner may at any time prepay the outstanding amount without penalty at which time the Town

shall cause a release of this Agreement to be recorded in the Rockingham County Registry of Deeds.

3. The obligation to make the payments referenced in Paragraph 2 shall run with the land and be binding on all present and subsequent owners.

4. This Agreement shall be recorded in the Rockingham County Registry of Deeds.

OWNER

Date: _____

(Print Name)

Date: _____

(Print Name)

TOWN OF EXETER

Date: _____

Russell Dean, Town Manager
Duly Authorized

TOWN OF EXETER, NEW HAMPSHIRE

PLUMBER CERTIFICATION CHECKLIST

This checklist is to be used by a licensed plumber to certify that all work is completed in accordance with the Town of Exeter, Public Works Department requirements for the private sewer and storm drain relief services for the Jady Hill Utility Replacement Project - Phase II.

SEWER AND STORM DRAIN RELIEF SERVICE REQUIREMENTS

- If applicable, obtain a Town of Exeter Plumbing Permit from the Exeter Building Department and coordinate inspection by the Exeter Code Enforcement Officer / Building Inspector. All associated permit fees will be waived.
- Ensure the existing 4-inch diameter sewer service is free from any cracks, leaks or disrepair within 5-linear feet from foundation. If necessary, replace the 4-inch diameter sewer service with a 4-inch diameter PVC sewer service, within 5-linear feet from the foundation.
- Ensure the newly installed 4-inch diameter PVC sewer service from the sewer main is properly connected to the 4-inch diameter sewer service that is 5-linear feet from the foundation. Be sure to use appropriate couplings and fittings as necessary.
- Ensure that any connections to the newly installed 4-inch diameter PVC storm drain relief service from the storm drain, that is 5-linear feet from the foundation, is properly connected. Be sure to use appropriate couplings and fittings as necessary.
- Ensure all sump pumps, foundation footing drains, floor drains, roof leaders, yard drains or any other similar connection carrying rainwater, drainage or ground water are disconnected from the 4-inch diameter sewer service and directed to the 4-inch diameter storm drain relief service provided or otherwise acceptable as permanent disconnection, per the Town of Exeter Sewer Use Ordinance.
- If a Plumbing Permit is required then a New Hampshire Master Plumbing License is required to perform all internal plumbing work. Removal of a sump pump does not necessarily require a plumbing permit.
- If no internal plumbing is necessary, the Exeter Code Enforcement Officer or Building Inspector will perform the inspection and no permits will be necessary.

Name

NH Master Plumber License #

Signature

Company Name

Resident

Street Address



STATE OF NEW HAMPSHIRE
GOVERNOR'S COMMISSION
ON DISABILITY

RECEIVED
8/24/12

John H. Lynch, Governor
Paul Van Blarigan, Chairman
John W. Richards, MSW, MBA, Executive Director

57 Regional Drive
Concord, NH 03301-8518
Tele: (603) 271-2773 VM or TTY
Tele: 1 (800) 852-3405 VM or TTY
Fax: (603) 271-2837

To the Town or City Clerk;

We are sending this letter to inform you of the proposed changes to the New Hampshire Architectural Barrier Free Design Code section 300.00 (ABFDC)
http://gencourt.state.nh.us/rules/state_agencies/abfd.html

This code is one that, in conjunction with the NH State Building Code, has a profound effect on the accessibility of state and municipal buildings. The proposed rules shift away from the current rules based on the 2003 American National Standards Institute (ANSI) to the adoption of the 2010 Americans with Disabilities Act standards (ADA). http://www.ada.gov/2010ADAstandards_index.htm This shift will align New Hampshire with the federal access requirements for all State or Municipal owned or Leased Buildings.

Below is the code that determined our outreach efforts to any affected municipality.

“541-A:39 Notice to municipalities. – <http://www.gencourt.state.nh.us/rsa/html/LV/541-A-39.htm>

- I. In addition to any other requirements imposed by this chapter, each agency shall give notice to and afford all affected municipalities reasonable opportunity to submit data , views , or comments with respect to the issuance of a permit, license, or any action within its boundaries that directly affects the municipality. Such actions shall include those which may have an effect on land use, land development, or transportation; those which would result in the operation of a business; or those which would have an immediate fiscal impact on the municipality or require the provision of additional municipal services.
- II. Each agency shall give notice by first class mail to the town or city clerk.”

The period for comments ends on September 18th at 4pm. If you have comments or questions regarding these rules and the effects they may have on your town or municipality, please use the contact information below.

Sincerely,

John Richards, Executive Director
57 Regional Drive, Concord, NH 03301
Phone 603-271-6895
Fax 603-271-2837