

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

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

1. Call Meeting to Order
2. Board Interview: Budget Recommendations Committee
3. Public Comment
4. Minutes & Proclamations
 - a. Regular Meeting: August 20th, 2012
 - b. Regular Meeting: August 27th, 2012
5. Appointments
6. Discussion/Action Items
 - a. New Business
 - i. Disband Energy Committee
 - ii. Gilman Park Transfer
 - b. Old Business
 - i. Bid Award: Ambulance
 - ii. Town Seal Policy
 - iii. Volunteer of the Year
7. 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
8. Review Board Calendar
9. Adjournment

Matt Quandt, Chairman
Board of Selectmen

Posted: 9/7/12 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.

Packet Summary for Monday, September 10, 2012

6:30 p.m. – Non meeting with town counsel

6:50 p.m. – Interview with Robert Wentworth for Budget Recommendations Committee

Suggested motions:

Agenda Item

Disband Energy Committee. Move the Board of Selectmen disband the Energy Committee.

Gilman Park Transfer. Move the Board of Selectmen authorize the completion of the transfer of Gilman Park to the Town of Exeter from the Gilman Park Trustees subject to the conditions documented in the 2008 warrant article 34 to include an easement on the property held by the Southeast Land Trust of New Hampshire.

Article 34: Shall the Town raise and appropriate the sum of one dollar (\$1.00), for the purchase of Gilman Park, so it may continue to be used for the enjoyment of the public, subject to an easement to be held by The Southeast Land Trust of New Hampshire. The Board of Selectmen recommends this appropriation.

The closing is scheduled for September 19th, 2012

Town Seal Policy Move the Board adopt the Town Seal Policy effective September 10th, 2012.

NOTE: The policy has been re-drafted to describe the official seal colors as those behind the meeting area in the Nowak Room.

Post meeting non public session (litigation, claims)



RECEIVED
SEP 03 2012
TOWN OF EXETER

Town of Exeter Boards, Commissions & Committees Appointment Application

Committee Selection:

1st Choice: Budget Recommendation 2nd Choice: _____

Name: Robert Wentworth (Bob)

Address: 5 Fieldstone Court, Exeter NH 03833

Email: RFWentworth@comcast.net

Phone: 778-3745 Cell: _____

Please describe your interest in serving on this committee.

- Service to community
- Previous "Budget Oversight" experience

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

- Attached Biographical Information

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

- None other than usual health or accident issues

Are you aware of the meeting schedule and able to commit to attending regularly? YES NO
except October 25, 2012 - out of town

After submitting this application for appointment to the Town Manager:

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

Signature: R F Wentworth Date: September 4, 2012

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

Biographical Information

Robert F. Wentworth

Bob is a graduate of Rochester MN public schools and the University of Minnesota with service as a Grey Friar, Senior Men's Honorary Society. As a full time working career, following service as a Line Officer and Navigator aboard a US Navy Destroyer during the Korean War, was with American Telephone and Telegraph Company subsidiaries and for 25 years at headquarters in New York City as a financial and planning executive. Mid-career education included a Senior Management Certificate from Dartmouth College in Hanover, NH. He was also a member of Financial Executive Institute, Investment Company Institute and a qualified SEC Financial Expert for public securities issuance.

Board service included President of the Board of the College of New Jersey, Secretary of the Hartley Dodge Foundation, President of the Board of the Southern Vermont Arts Center in Manchester, VT and President of the Dorset Field Club in Dorset, VT.

In partial retirement, he served over 15 years as an Independent Trustee and Chair of the Board of First Investors Funds (39 funds) at 110 Wall Street, New York, NY and as a Trustee of the RiverWoods Company at Exeter, NH for 6 years.

He currently serves as a Trustee of the Congregational Church at Exeter, NH where his ancestor Willam Wentworth was both a church and Town founder in 1638 with Reverend John Wheelwright.

July 2012

TO: Russell Dean, Town Manager
Town of Exeter

FROM: Robert Wentworth
5 Fieldstone Court
Exeter, NH

SUBJECT: Appointment Application
Budget Recommendations Committee

Attached is my application to be considered for service as a resident member of the Budget Recommendations Committee. I have recently completed six years of service on the RiverWoods Board of Trustees as a Resident Trustee as well as a long standing paid service as an Independent Trustee in Financial Services Mutual Funds. My remaining local involvements are with the SENH Land Trust Finance Committee and the Congregational Church at Exeter. I have been a member of the Exeter Country Club since 2005 where I have formed other friendships.

In consideration of this application, I have had discussion with member Harry Thayer and Town Moderator Charlie Tucker.

Bob Wentworth

1. Call Meeting to Order

Chairman Matt Quandt convened the Board at 6:40 pm in the Nowak Room of the Town Office. Other members of the Board present were Selectmen Frank Ferraro, Selectmen Don Clement, Selectmen Dan Chartrand, Selectwoman Julie Gilman and Town Manager, Russ Dean. The Board voted to go to Non Public session via a roll call vote for hiring and compensation. The Board reconvened in the Nowak Room of the Town Office for the public session at 7:00 p.m.

2. Board Interviews – Water / Sewer Committee – Cancelled due to applicant withdrawal.**3. Bid Openings – Town Office HVAC Project**

Chairman Quandt notes the warrant for this project is for \$199,000. He opens the sealed bids.

Eckert & Johnson Inc., of Manchester bids the project for \$157,682.00

Palmer & Sicard Mechanical Contractors, of Exeter bid the project at \$162,574.00

Dowling, Inc., of Portsmouth bid item 1 at \$170,280.00 and item 2 at \$176,280.00

Ideal Temp HVAC, of Fremont bid the project for \$189,184.00

MSI Mechanical, of Salem bid the project for \$188,470.00

Mr. Chartrand moves to send the bids to DPW for a recommendation. Mr. Clement Seconds. Vote: Unanimous

Chairman Matt Quandt takes a moment to recognize Mr. and Mrs. William Chartrand, parents of Selectmen Dan Chartrand and welcomes them to the Selectmen's meeting. Mr. Chartrand expresses his gratitude to his parents and Mr. Clement welcomes them to the Town of Exeter.

4. Public Comment

Renee O'Barton of 5 Blanche Lane comes forward to discuss her concerns regarding the appointment of commissions. Ms. O'Barton has serious concerns that the Board is not following its own policies. She believes they are appointing people to Boards with no applications, no interviews and in one case, not even notifying the person they are being appointed. She wonders how they can justify appointing people in this manner when there are volunteers for these positions who wish to serve these Committees or Boards and they are over looked. She reflects on a time when she asked the Board of Selectmen how many Boards a person can sit for at one time and she remembers being told there was no current policy. After researching, she did find a policy indicating a person can serve on up to two Boards at a time, of which only one may be a land use Board or Committee.

Ms. O'Barton is also concerned that people have been asked to sit on Boards for one or two meetings. She reflects on the circumstance surrounding Option B at the Housing Authority. There were several concerns regarding option B and they were all placed in a letter from the Housing Authority. She refers to a June 4 Memo from the DPW, which alerted the Board of Selectmen to these issues. Ms. O'Barton presents a copy of an email chain between an unidentified resident and Mr. Dean, the Town Manager indicated Mr. Dean asking the unidentified resident take a seat on the Water and Sewer Advisory Committee as a onetime deal. She feels it's unethical and inappropriate. She also indicates she believes

Mr. Dean told residents that option b was approved by the board and had been previously discussed at the Water & Sewer meeting when in fact option b had never been discussed with the advisory commission. She expresses her concern that the Committee seems to have been bypassed.

Ms. O'Barton notes that the piping for the project has already been purchased and reimbursement will not be issued for the extra piping. Using option b, the need has gone from 1,000 to only 300 feet. She indicates she did ask Mr. Vlasich how long he knew about the deadline and he said he knew all year. She has reviewed the minutes for Selectmen's meetings and indicates the last time this issue was discussed in this forum was in September, 2011. Ms. O'Barton expresses her appreciation of Mr. Dean and Mr. Vlasich agreeing to slip cover the pipes but is concerned that the funding for that is unavailable. At a cost of almost \$40,000, she wonders if Mr. Dean has the authority to approve this type of expenditure. She notes there was supposed to be about 70,000 gallons of water a day in this area and this factor has been known all along. As a Board Member at the Housing Authority, she presented a time line they had developed based on the information they had on hand. She stresses that putting someone on a board just to pass an article is unacceptable and inappropriate.

Chairman Quandt asks Ms. O'Barton why as a tax payer, she supported this article and as a housing authority member, she voted against it.

Ms. O'Barton indicates that as a Housing Authority member she does not represent the Town as the Housing Authority is a separate entity. She does not approve of adding four manholes, digging in hazardous materials, or areas that haven't been tested. She reflects on the manhole added in 2009 that was tested and deemed contaminated. She is concerned for the safety of the residents. As a Commissioner, she vowed to not vote pipes over people.

Mr. Clement notes there are very detailed minutes online from this August Housing Authority meeting. Many of these same concerns were addressed at this meeting and they were addressed in that forum. Ms. O'Barton reminds the Board these are only Draft Minutes which have not been voted upon by the Housing Authority Commission. Chairman Quandt notes he attended that meeting and he remembers hearing these concerns and reflects that many of them were answered by the DPW, Mr. Vlasich and Mr. Dean. Mr. Chartrand notes he was unable to attend the meeting but he did review the minutes. He feels the representatives of the Town of Exeter did an excellent job convincing the majority of the Commission that option b was the correct option. He thanks them for their efforts. Mr. Ferraro notes he wishes to discuss the emails that Ms. O'Barton presented, but will wait to the Town Manager's Report section of the meeting.

5. Minutes and Proclamations

a. Special Meeting: August 2, 2012

Mr. Clement moves to accept the minutes of the August 2, 2012 meeting as presented. Ms. Gilman Seconds. Vote: Unanimous.

b. Regular Meeting: August 6, 2012

These minutes are not available for this evening.

6. Appointments – Water / Sewer Committee

Mr. Clement moves to appoint John Gilbert to the Water and Sewer Advisory Committee with a term to expire April 30, 2015. Mr. Chartrand Seconds. Vote: Unanimous.

7. Discussion / Action Items

a. New Business

i. Checklist Supervisors Move – Town Clerk Office Update

Andrea Kohler, Town Clerk presents her request to Board of Selectmen regarding relocating the Supervisors of the Checklist. She hopes the Board will approve a move of the Selectmen's office and allow the Supervisors of the Checklist to move into the office they currently utilize. This move would create privacy for the Supervisors. All private information would still be under lock and key, as it is now. This move would also create space in the Town Clerk office along with the Town Clerk storage spaces. The Clerk's Office will still be able to access the records during elections and the during Clerk Office hours. She has spoken with the IT Department and the move can be completed inside of one day. Ms. Kohler's only request is the lock on the door to this office is changed, as there is no way to know who has a key to this office at this point. Mr. Ferraro notes it would be easiest to just move the door knob over to the new office for the Selectmen. He indicates he is in favor of the move.

Mr. Chartrand also notes he is in favor of moving the Supervisors of the Checklist, though he would like to go a little slower on where the Selectmen's Office is moved to. Chairman Quandt indicates the location the Town Clerk is presenting is a good temporary solution and a permanent placement can be reviewed later. Mr. Clement notes that each Selectmen has a cabinet and mail delivery so as a temporary solution, this would be viable. Chairman Quandt advises that he has met with constituents in the Selectmen's Office in the past and he uses the space on occasion for this business. Mr. Chartrand advises the Board that as the clerk of the board, he would like to work with the Town Clerk to find a permanent placement. Chairman Quandt advises the Town Clerk is in charge of the Supervisors Office and the Board can decide where to permanently place their office at another time.

Ms. Gilman would like to open a discussion and look at the layout before a permanent placement and agrees it can be discussed at another time. The Board concurs the Supervisors of the Checklist will move to the Board of Selectmen's Office, and the Board of Selectmen will move to the old finance office. Ms. Kohler asks how quickly she can proceed with the move and Mr. Dean indicates they will meet tomorrow to start the process.

ii. Powder Keg Chili and Brew Fest – Mike Favreau

Mike Favreau, Director of Parks and Recreation comes forward to present the Powder Keg Chili and Brew Fest Festival. He notes this is a separate event co-sponsored by the Chamber of Commerce and is in addition to the annual Fall Festival. The chili will be on the

Bandstand side and the beer sampling will be on the other side. The Parkway will be laden with vendors, as is the usual standard. He notes that in effect, this event will be similar to a separate vendor. The Chamber of Commerce holds the technical licensing for the state. They have sought approval from the Health Department, Police Department, and Fire Department and have the support of the Swasey Trustees.

Mr. Favreau notes there are currently four sponsors of this event and there will be bus transportation from parking locations to alleviate some of the congestion they anticipate for the downtown area. 150 tickets have been sold and they expect to sell many more. There is a Facebook page for the event. There will be the traditional fencing and tents, and the event will be completely segregated. There are currently fourteen beer vendors and a few additional breweries have expressed interest. This event is planned as an economic driver for the town as this is an event that draws attention. Specifically, we are not looking for a permit; the chamber is looking for a road closure permit for Swasey parkway.

Chairman Quandt asks if there is an application in the packet and Mr. Dean indicates it was faxed over today, and was not available for the packet. The permit requests road closure from 6am to 6pm. Mr. Clement wishes to clarify this is the Pavilion, not the Bandstand. Mr. Favreau indicates it is in fact the Pavilion, not the Bandstand. Mr. Ferraro asks if there are restaurant commitments for the chili portion of the event. Krysta Seckendorf of the Chamber of Commerce indicates there is a lot of local interest in the chili counterpart. She indicates the Chamber is working closely with the Health Department toward securing the event. Mr. Ferraro asks if the Swasey Trustees are involved. Mr. Perkins advises the Board that the permit request for Swasey Parkway has been seen by the Trustees. Mr. Chartrand expresses his appreciation of Mr. Favreau's entrepreneurial visions. He appreciates his efforts to constantly be helping the community thrive and commends his ethics.

Mr. Clement moves to approve the permit request to close the Swasey Parkway from 6am to 6pm on October 20, 2012. Mr. Chartrand Seconds.

Mr. Ferraro advises the Motion be changed to reflect the phrase "upon approval from the appropriate Town Departments."

Mr. Clement amends his motion to reflect the permit request is upon approval from other Town Departments. Mr. Chartrand amends his second. Vote: Unanimous.

Mr. Favreau asks if going forward, the Trustees should be consulted prior to presenting permit requests to the Board of Selectmen. For example, in October will be the Halloween Parade and there are concerts planned for 2013. Mr. Chartrand notes that a little more lead time from Parks and Recreation would be desirable to allow the Board to share with the Trustees. Chairman Quandt notes a memo can be sent to the Town Manager and the Board will approach the Trustees.

On a separate note, Chairman Quandt asks Mr. Favreau how the Flag Football event did. Mr. Favreau indicates the weather was extreme in the morning hours with torrential downpours. The attendance count was low, but not as low as they'd expected and it was a fun event in which the Patriots were victorious.

iii. Review CMA Report – Linden Street Court Street Culverts

Mr. Dean presents a report that was forwarded from the Engineers of the Swasey and Water Street Culverts. He advises that the culverts on Court Street, next to Gilman Park and Linden Street, adjacent to the Old Junior High School are in need of repairs or replacement in the near term. He notes that CMA has produced a report to outline the condition of the culverts and Mr. Vlasich and Mr. Perkins are available to answer any Board questions this evening. Mr. Dean advises that this is a big ticket expense project and the Planning Board has been discussing it during the CIP. It is estimated at this point at approximately 1.6 million dollars for both sets of culverts. Mr. Clement notes the report mentions a DOT Red List. He wonders how that occurs if the culverts are inspected on a routine basis. Jay Perkins, DPW, advises that both sets of culverts meet the criteria with DOT so they are in fact annually inspected, as is every bridge in the state. A report is generated from that and is received by the DPW. Mr. Clement clarifies the Linden Street culverts are evaluated as a 4 on a scale of 0-9. Mr. Perkins advises the Bridge will not collapse tomorrow; it's just made the list. The criteria of the State are in the packet. Chairman Quandt asks how much time between now and when the project needs to be started. Mr. Perkins would like to go to design next year and notes there is the possibility of Bridge State Funding. He believes there will be extensive permitting needed as the State will not allow the Town to use the types of spans. The span footage has changed since the Bridge was built. Linden Street was last repaired in 1967, and Court Street was in 1965.

Mr. Chartrand notes that Garrison Lane is on the red list and asks why it is not on the list of DPW Bridges for immediate consideration. Mr. Perkins notes that it is currently being inspected by the DPW. The Garrison Lane Bridge does have some erosion at the abutments. It was built in 1930 and rebuilt in 1976 and its need is in process of being assessed. The spans on this Bridge came from interstate 95. He believes they are intact and are indeed very reliable and the Bridge is not in imminent danger of collapsing. He believes it will be deck and rail replacement in the future as a recommendation, as opposed to a replacement. The Bridges were painted in 2006. Linden and Court Street Bridges are constructed of galvanized metal pipe. Mr. Clement notes that he has kayaked through the culvert on Linden Street and has seen corrosion there himself. He asks Mr. Perkins when the latest date of replacement is projected. Mr. Perkins indicates there is no specified date at which replacement will become critical. Mr. Vlasich notes the engineers would not commit to a specified timeline. He also advises part of the report looks at an interim repair using concrete at the bottom with rebar. This could create a solution that would work for the foreseeable future. The DOT is recommending replacement due to the settlement that has already occurred. He believes the report indicates it would be at critical replacement stage inside of

fifteen years. Mr. Perkins advises he did try to apply for hazard mitigation funding for this project but it did not meet the criteria.

Mr. Vlasich points out the stream crossing regulations that were in place a few years ago look for culvert spans to be from bank to bank. Ms. Gilman asks if there is a preference for single or multiple spans. Mr. Vlasich feels that both options will last about the same amount of time. The rigid frame is substantially less costly. He explains there would have to be piers so the structure could be placed upon it.

Mr. Clement reflects on the Water Street Culvert project and reminds the Board that over the course of time, capital funds were set into reserve. He wonders if this same approach could be taken with this project, even as it is more of a CIP or budget question. Mr. Vlasich points out there is no engineering report for this project, it would go right into design. Mr. Clement clarifies the cost as \$1.5 million for both, with the rigid frame. Mr. Dean points out that part of the issue to this point is to conduct a financial analysis. These are the kinds of things that present themselves and need to be done in the present and perhaps not 6-8 years in the future after saving \$200,000 per year. This could require borrowing.

Mr. Clement notes the report doesn't suggest it doesn't need to be done next year, He hopes to build a financial cushion for the tax payers and hopefully buy some time in the process. His objective is to review different potential financial possibilities. Don Woodward, Exeter resident reminds the Board that the Rockingham Planning Commission could be an option for funding. With at 10-20% match, it would be good to see if the Commission would be helpful in getting the DOT for funding. Mr. Perkins agrees and this was part of the reason to get into the design phase. Grants and other available funding would be applied for as the design was complete. Chairman Quandt asks what action needs to be taken by the Board at this time. Mr. Perkins indicates there is no action necessary at this time, this was just an update and to open the discussion.

iv. Review 2013 CIP Projects

Mr. Dean presents the list of CIP projects that were submitted to the Planning Board at their last meeting. He briefly describes the projects currently available on the list. He comments on the Portsmouth Avenue Water and Sewer line replacements, indicating that the lines are in such a condition that the Department is recommending the project be done sooner compared to the rest of the Portsmouth Avenue project. If the Board moves ahead with this project, it would be only the water and sewer portion that is recommended next year. Mr. Vlasich indicates that over the next few weeks the source will be TV'd. This will help assess the necessity. He also points out that breaking up the project could result in a premium that would need to be paid in design and engineering. Mr. Dean further explains that when you're planning general fund debt service, there is a conservation bond that will be paid out until 2015. A decision on the project should be made with this in mind with a large piece of the total project projected for the general fund. Ms. Gilman has concerns regarding the fire station. She remembers a discussion regarding staffing at the sub-station. She remembers the Department indicating they had the current staff to establish that sub-station and this CIP list

requests four more employees. She asks Mr. Dean to verify that with the Fire Chief. Mr. Dean agrees there needs to be discussion as a Board and as a community to determine the needs.

Mr. Clement asks if the Waste Water allocation of \$375,000 has been changed due to unexpected costs. Mr. Dean advises this is a place holder figure and could change at any time. Mr. Clement reflects that there was discussion of \$375,000 for three years. Mr. Ferraro advises at the draft CIP discussion the Fire Chief indicated that the sub-station was not set in stone and he remembers the chief advocating for a Committee to investigate the options. He brings up the red fire alarm call boxes located all over Town. He wonders if in this day and age, these boxes are really necessary to maintain. He wonders what the value of the boxes is as opposed to the maintenance.

Mr. Chartrand asks why the Lincoln Street project for the water mains is not on the list. Ms. Gilman indicates the date for review was changed. At the goal setting session, the recommendation was for 2014 so it would not be on the 2013 CIP proposal list. Mr. Dean advises that the Department recommends it as less of an immediate need than other projects. Mr. Vlasich agrees the primary concern at this point is Portsmouth Avenue. These are two big projects and the Portsmouth Avenue project has been identified as primary.

v. **Town Seal Policy Proposal**

Mr. Dean presents his proposed policy covering the town seal. The function of the Town Seal is for official use, and the Town Clerk possesses the embossed stamp. There are currently two seals that have been seen, one carrying a picture of the Bandstand and one as it is pictured its current form and hanging behind us in the Nowak Room. He believes the seal with the bandstand on it was created as a special anniversary seal for an occasion. There have been recent circumstances in which the town seal has been used in ways that could be considered unofficial or non-Town sanctioned. This could be on election documents, or more prevalently on Town seal stickers being applied to vehicles. After review, there is no current policy relating to the Town seal.

This is a typical draft policy, each town is recommended to claim its seal as intellectual property and for official use only and not to be used in any method without the authorization of the Board of Selectmen. Mr. Dean recommends the Board Members read the proposed policy in its entirety. RSA 31:93. Chairman Quandt reflects on a similar conversation in recent years in which it was pointed out that the seal could be taken by any individual and patented.

Mr. Dean advises the feedback from other towns is surprise that the state laws are not harsher on this issue. He believes all Towns should have an official policy in addition to the RSA that prevents unauthorized use of the seal. He also points out this is still in draft form and he welcomes comments from the Board. Before making a final draft, he would forward the new policy to the Town Counsel for recommendations. Ms. Gilman points out that the list of authorized uses is very specific and proposes that communications or educational materials

from the Town Departments. Mr. Chartrand would like to see a quick revision and a speedy addition to the Town Policies.

Mr. Dean notes the policy is not to exclude specific vehicles or groups or departments. Mr. Ferraro notes that in doing this the Board should be mindful that those consultants often use the Town Seal when writing reports and would no longer be able to do so. Mr. Dean notes that this list verbiage indicates it can be, but it's not limited to and authorization from the Board of Selectmen is an option at any time. Mr. Ferraro also feels a detailed description of the seal should be included, including a picture. Ms. Gilman points out that any reports generated by consultants are property of the Town as they are paid for by the Town and therefore those reports could bear the logo. Mr. Ferraro advises a color scheme would also need to be evaluated and chosen. Chairman Quandt agrees to add this time to an upcoming agenda.

b. Old Business

i. 47 Front Street Roof Project Update

Maintenance Superintendent, Kevin Smart, presents a report on the roof project for 47 Front Street. He presents the revised scope of work and requests concurrence to send the revised scope back to the prequalified bidders. He explains the revised scope tailors down the speck somewhat to keep the project in the budget. He further explains there will be a warranty on the entire roof. All of the copper will be replaced and the large fields that appear to be sound will be investigated. Any repairs required to put that warranty in place will be handled at that time. This will scale back the amount of slate that will need to be removed. Ms. Gilman asks if the felt underlining will be replaced. She is concerned that the project will need to be revisited in two years with this tailored spec. Mr. Smart indicates they are only interested in and seeking a warrantied roof. All the copper will have a 40 year life span and he expects to end up with a finished result that will be well worth the expenditure. Mr. Ferraro is concerned that in the initial spec, the underlayment was in such poor condition that it required 100% replacement which required removing all of the slate. He is hesitant to patch the roof and have something else happen in the future. He wonders how long the warranty on the roof will last. Mr. Smart indicates that is to be determined and would be up to the contractor, who would negotiate it with their insurance company. He advises with this scope, and maintenance, this system could conceivably be a 100 year repair. Mr. Ferraro asks why the time for labor is not detailed in the scope of work. He also points out that the description is for a roof repair and the warrant article indicated it as a roof replacement. If the roof is not replaced, the warrant article cannot be used.

Mr. Chartrand interjects that this may not be correct. Mr. Ferraro states that he checked the warrant and it does indicate replacement, not repair. Chairman Quandt reminds the Board that in discussion, it was always known that the slate, when applicable, would be reused. Mr. Ferraro explains he understood there would be 100% replacement of the underlayment; the slate would come off completely which is completely different from patching spots on the roof. Mr. Smart advises again that the copper will be completely replaced, along with the vast majority of the roof. There are some areas that are stable.

Mr. Chartrand moves to accept the post bid memorandum and instruct Mr. Smart to follow the recommendation of the consultant. Ms. Gilman seconds.

Mr. Clement asks for discussion. He notes that when the project was discussed last year, he never envisioned the whole roof would be replaced, warrant or not, it was a major repair project since the existing slate was planned to be reused. He is concerned with the motion, what is the next step? Mr. Smart advises new bids will be received. Mr. Clement clarifies that the bids will be subject to review and discussion and in the meantime, damage is still being done. Mr. Smart agrees the conditions are continuing to deteriorate and winter is coming. He reports that the initial spec was used to figure the exact project. Through the budgetary process we got involved with suggestions, a consultant was mentioned and the project grew beyond the budget. This revision tailors it back to the original concept of fixing the roof with a warranty. We'll have good value for our investment.

Mr. Clement had his own roof replaced in 2006 and notes the warranty on his roof is 40 years. Mr. Smart believes a warranty is in the workmanship. The turret roof is the round section and it will be most labor intensive and could be reviewed or revisited at a later date. Mr. Clement asks if the original warrant article proposed the turret section of the roof as a separate project. Mr. Smart does not recall if it was initially planned as a separate project. Each slate is a different shape and this largely labor intensive project. Mr. Ferraro maintains his view was that all of the slate was going to go be taken off and not going back on the same place, the original estimate using all new slate was over \$100,000. He recommended looking at alternative roofing at that time. The recommendations from the consultant are not being used and the roof is not being replaced as the warrant article declares. He asks if this revised scope will go to the four prequalified bidders. Mr. Smart says it will. Mr. Ferraro expresses his concern with the warranty. He is concerned the contractor may come back with only one or two years and wishes the scope would be more specific and defined. Chairman Quandt reminds the Board that bids do not have to be accepted and calls for a vote.

Mr. Clement, Ms. Gilman, Mr. Chartrand vote aye. Mr. Ferraro votes nay. Motion Carries.

Mr. Smart advises the new scope will go to the bidders right away.

ii. Gilman Park Transfer Update

Mr. Dean advises the board the proposed order of the Probate Court has been received regarding Gilman Park. The order authorizes the process to go forward pending any further action taken by the parties. There are no appeals anticipated and the process of transfer can begin once the time frame for appeals has expired. The documents are all prepared to present to the Board when the time is up. The plan is to continue to maintain the Park through Parks

and Recreation Department. Mr. Clement asks for the amount of the remaining funds in the trust and Mr. Dean indicates that is unconfirmed.

8. Regular Business

a. A/P and Payroll Manifests

Mr. Chartrand moves to approve a weekly payroll warrant for checks dated 8/8/2012 in the amount of \$173,737.72. Mr. Clement Seconds. Vote: Unanimous

Mr. Chartrand moves to approve an accounts payable warrant for checks dated 8/10/2012 in the amount of \$646,100.02. Mr. Clement Seconds. Vote: Unanimous

Mr. Chartrand moves to approve an accounts payable warrant for checks dated 8/17/2012 in the amount of \$415,942.65. Mr. Clement Seconds. Vote: Unanimous

Mr. Chartrand moves to approve an accounts payable warrant from the capital fund for checks dated 8/17/2012 in the amount of \$533,098.61. Mr. Clement Seconds. Vote: Unanimous

Mr. Chartrand moves to approve a weekly payroll warrant for checks dated 8/15/2012 in the amount of \$176,362.29. Mr. Clement Seconds. Vote: Unanimous.

b. Budget updates

None this evening.

c. Tax Abatements & Exemptions

None this evening.

d. Water / Sewer Abatements

None this evening

e. Permits

A permit request from Seacoast Idol for practice on October 19, 2012 at 6:00 am.

Mr. Clement moves to approve the Seacoast Idol permit request. Mr. Chartrand Seconds. Vote: Unanimous

A request from the Women's Club to utilize the Nowak Room on September 4, 2012.

Mr. Clement moves to approve the Women's Club permit request. Ms. Gilman Seconds. Vote: Unanimous

f. Town Manager's Report

Mr. Dean is happy to report the website project continues to progress. The Board has seen several samples of the front page. The Town Office has received all the feedback from the Departments and is trying to incorporate as much of the suggestions as possible. He is hopeful that this is shaping into

a good final product with a soft launch in the end of September. Mr. Dean also reports he has confirmed the total cost of the visit by Vice President Joe Biden with the Chief of Police. The total cost was \$628.00.

Mr. Ferraro wishes to discuss the email submitted by Ms. O'Barton. He asks if they are legitimate and Mr. Dean indicates they are. Mr. Ferraro advises he has no problem with soliciting members of committees. His concern with this particular circumstance is that the intent was this would be a onetime thing. The response in the email seems to confirm that the person would be attending just to fulfill the requirements of a quorum and would only do it for one time. Beyond this proposed meeting, the Board met and voted on two individuals in which this exchange was made with one of them. The Board of Selectmen voted on this individual without being told it would be a onetime appointment. The individual assumed it would only for one meeting. If the interview process had been followed, as Mr. Ferraro requested, he feels this would have come to light. He does not believe this to be appropriate practice. Mr. Chartrand asks Mr. Ferraro if he is happy that the Commissioners approved option b, noting that the quorum was able to be formed. He recalls that Mr. Ferraro was very concerned that the meeting would not even take place. Mr. Ferraro explains he was in support of option b, which has nothing to do with this. He recalls saying at the Board meeting Thursday night there was time to interview the candidates on Monday because the official meeting wasn't until the following Wednesday. He believes there was sufficient time to interview and vote for the candidate on Monday night. He asks Mr. Chartrand if he feels this practice is acceptable as long as the end justifies the means.

Mr. Chartrand reminds the Board he has made no comment. He is delighted the Town Manager was able to give the report on option b and get it approved. Mr. Clement reminds the Board that the individual in question is no longer an appointee at his own discretion. He did not participate in the Housing Authority meeting and did not accept the appointment to the Committee. Mr. Ferraro argues that the Board had already voted to accept the nomination and this information was available to them at the time. No difference would have been made, knowing there was a quorum requirement. With normal interviews, and a normal vote, this situation could have been avoided. To have a resident told to attend one meeting to fulfill the quorum requirement and abstain from any votes is not good practice. He has concerns about this.

Chairman Quandt closes the discussion by stating this individual is an upstanding volunteer in the community and he'd be happy to appoint him to any Committee there is.

g. Legislative Report

None this evening

h. Selectmen's Committee Reports

Mr. Ferraro reports the Planning Board had a site walk of the Sportsmen's Club two weeks ago. The Planning Board is meeting again this week and the Sportsmen's Club will be returning to discuss the proposed containment wall further. There is a Rockingham Planning Commission meeting tomorrow evening and a consultant will be making a presentation on the Water and Sewer Study in the Stratham Municipal Building.

Mr. Clement also reports on the Rockingham Planning Commission meeting scheduled for tomorrow at 7pm. He reports the River Study Group met last week and reviewed the Dam Removal Study. They'll be looking for a final draft from the consultant in November. There is an upcoming Budget meeting on Thursday.

Mr. Chartrand has nothing to report but urges all citizens to vote in the Primaries on September 11, 2012.

Ms. Gilman reports the Heritage Commission met last week and discussed a demolition permit request for 16 Epping Road. The One car garage was found to be in such deteriorated condition that the demolition was recommended. She also reports the Eagle Scouts are proposing the clearing of a trail way and a bridge over a mill run that was once in place. The site walk is planned at the bridge on Kingston Road on Friday at 5pm. The Commission moved to endorse the Rains Farm project and the Board of Selectmen will be seeing that soon. Ms. Gilman reports the HDC met and a few residents have come forward looking for signs to place on their homes indicating its heritage. The HDC does not need to approve them, though they appreciate when people come in to offer the history of their homes.

Chairman Quandt reports he attended the Housing Authority Meeting. The meeting was well attended by Community members and building residents and he commends Mr. Dean and Mr. Vlasich for an excellent job. He thanks them for their participation and notes that Mr. Vlasich presented a timeline at the meeting and he hoped to get a hard copy of that memo. Mr. Vlasich indicates there was no memo to read from, that much of that timeline came out in general conversation but he could try to draw something similar up for the Board.

9. Review Board Calendar

The Board will meet again on Monday, August 27, 2012.

10. Adjournment

Mr. Chartrand moves to adjourn to nonpublic session regarding 91A 2:d. Ms. Gilman votes Aye. Chairman Quandt votes Aye. Mr. Clement votes Aye. Mr. Ferraro votes Nay. Mr. Chartrand votes Aye. Motion Carries.

The Board stood adjourned to nonpublic session at 9:07pm.

The Board emerged from non public session at 9:40 p.m. On a motion by Chartrand seconded by Gilman, the Board adjourned.

Respectfully Submitted,

1. Regular Business Meeting

Chairman Matt Quandt convened the Board at 7:00 pm in the Nowak Room of the Town Offices. Other members of the Board present were Selectman Frank Ferraro, Vice Chairman Don Clement, Selectman Dan Chartrand and Selectwoman Julie Gilman. Town Manager Russell Dean was also present.

Mr. Quandt noted that the cable operator was not present so the meeting would not be televised this evening. The cable operator then arrived at 7:15 pm and the meeting was televised from that time until the end of the meeting.

2. Public Comment**3. Minutes & Proclamations**

- a. Regular meeting: August 6, 2012 – Mr. Clement requested that the minutes be amended by adding “Swasey Parkway” on page 10 so it is clear it was specifically the Swasey Parkway Trustee Meeting that was referenced. With that addition, there was a motion to approved from Mr. Chartrand, seconded by Mr. Ferraro. Motion Carried.
- b. Regular meeting: August 20, 2012 – Mr. Dean reported that these meeting minutes were not available at this time.

4. Appointments**5. Discussions/Action Items****a. New Business****i. Review ESC Proposal**

Mr. Dean said the review of the ESC proposal concerns two issues: 1) the barrier proposed to reduce noise and 2) determination of jurisdiction over the ESC concerning noise. In a document entitled “Exeter Sportsman’s Club (ESC) Update and Draft Proposals for Study and Future Improvements” provided by Sylvia von Aulock, Exeter Town Planner, it is noted that jurisdiction concerning noise issues is with the Board as the Board is landlord of the ESC and that this is the determination made by the Town Counsel. Ms. Von Aulock read the Update. Mr. Quandt then asked for questions. Butch York, President of the ESC, was present and addressed various questions about the ESC’s proposals.

Mr. York stated that the primary concern and goal is to ensure both member and public safety by building the proposed wall. Mr. York stated that insulating the shoot houses would further mitigate noise. For transparency, when he provides the Planning Board with his proposal, he intends to also provide earlier data about noise. Mr. Chartrand noted that the data does not go to the Planning Board as the noise issue is before the Board of Selectmen.

In the Update and Draft Proposals document, Ms. Von Aulock provided several strategies for moving forward to resolve the noise issues with the ESC. Further discussion ensued on selecting the best strategy to employ. Under primary consideration was Strategy 5c and the options therein, specifically hiring an expert to perform an assessment of the effectiveness of the proposed barrier wall. During this discussion, Mr. Clement emphasized that the ESC needs to get their proposal to the Planning Board to initiate a step toward resolution. Mr. Ferraro also suggested that a copy of that proposal be supplied to the Board.

During discussion, residents in the area of the ESC provided comments:

Linda Beck, Robin Lane, feels there are issues of trust so having an outside expert perform an assessment would best. Len Benjamin, Windemere Lane said that specific numbers should be provided by the ESC, i.e., meaningful reduction of noise measured by decibels, the cost of the wall/berm. Beth Brosnan, Robin Lane, said the prior data on noise was collected by the ESC some time ago so having an independent expert do a current study would be best. Sue Ratnoff, Robin Lane, said providing the neighbors with a timeline of the process will aid with transparency and keep neighbors informed.

There was also discussion about forming an ad hoc committee whose members would be Mr. Dean, Ms. Von Aulock and Mr. Ferraro.

After much discussion, the Board was in agreement that 1) an outside expert should be hired by the Town Planner to perform the noise assessment, and 2) the ESC needs to submit written proposals to both Planning Board and Board of Selectmen.

Since Section 5/c/i of the Update and Draft Proposals document covers hiring an expert, there was discussion concerning Section 5/c/iii. Mr. Chartrand suggested that Section 5/c/iii be employed because the ESC has a 40-year lease and it would be best to have all noise-deterrent structures built properly and have a permanent solution. Mr. Dean noted that direction will come from the Board so the details of each Section 5/c option are needed first.

Mr. Chartrand made a motion that the Town Planner and Town Manager investigate what the costs are of each option under Section 5/c. Voting: 2 yeas, 3 nays, motion failed.

Mr. Ferraro made a motion to move ahead with Section 5/c/i to hire an expert for sound assessment and obtain the lowest price. Mr. Clement seconded. Ms. Von Aulock noted she had a low bid from Cross-Spectrum Acoustics of \$2,000.00. The motion was then amended to hire an expert from Cross-Spectrum Acoustics and the Town Planner will get pricing for before/after sound measurements in conjunction with the assessment work. Voting: 3 yeas, 2 nays, motion carried.

The motion above was restated: The Town will award the contract to Cross Spectrum Acoustics to do the assessment work as stated in their Scope of Services and that they will provide sound measurement readings of the test wall. Voting: 3 yeas, 2 nays, motion carried.

Residents offered further comments:

Marbet Wolfson, Thornton Street, suggested that there also be sound measurements across the reservoir and she knows a Bose engineer willing to help. Beth Brosnan, Robin Lane, asked about assurance that proper sound tests will be performed. Mr. Ferraro said the tests will be done with and without the wall but that a background noise test is not useful as the factors of such a test change every day. Linda Beck, Robin Lane, inquired about trees mitigating sound. Mr. Ferraro said that will be part of the site study.

The discussion of the ESC proposals concluded with Mr. Clement reiterating that, as per the lease with the Town, the ESC must submit their plans for changes to the Board and as submitted to the Planning Board. Mr. Chartrand thanked the constituents for their input.

ii. Town Seal Policy Proposal

Mr. Dean said he added a paragraph to the proposed policy that describes the town seal and that Appendix A shows four versions (A, B, C, D) of the seal. However, it was discovered that the description refers to version D but it is version A that is in use. The description will be revised to reflect the correct version of the seal as displayed on the wall in the Nowak Room.

iii. Bid Recommendation: Town Office HVAC Project

Kevin Smart, Maintenance Superintendent, provided a memo concerning bids for the Town Office Modular HVAC. He concluded that the Dowling Corporation bid be accepted. Mr. Chartrand made a motion to follow up with Mr. Smart concerning the Dowling bid. Mr. Clement seconded. Mr. Dean said the motion should be amended to pursue only the Dowling bid. Mr. Chartrand motioned to follow through on the recommendation of the Maintenance Department and accept the Dowling bid of \$164,000 including money for weather sealing the Town Office windows. Mr. Clement seconds. Clarification by Mr. Ferraro on weather sealing amount is included. Mr. Smart indicates the number isn't available yet. Mr. Dean suggests accepting the Dowling bid of \$164,000 for the project. The weather sealing will come back another time. Mr. Chartrand amends his motion. Voting: 5 yeas, motion carried.

iv. Bid Recommendation: 47 Front Street Roof

Mr. Smart provided a memo concerning bids for work on the Historical Society Slate Roof. He concluded that the Mahan Slate Roofing Co. Inc. bid with a price of \$121,600.00 be accepted. Mr. Ferraro asked if the work specifications includes a 10-year warranty for the entire roof, whether they worked on an area or not. Mr. Clement asked about the maintenance projects account, and Mr. Dean reviewed a list of things that would be deferred until the 2013 budget. Mr. Ferraro made a motion to award the Exeter Historical Society roof replacement contract to Mahan Slate Roofing provided that the contract includes a 10-year warranty on the entire roof. Ms. Gilman seconded.

There was a move for reconsideration of the motion; voting 5 yeas. The motion was amended to include the price of \$121,600.00. Voting: 5 yeas. Motion carried.

6. Regular Business

a. A/P and Payroll Manifests

Mr. Chartrand moves an 8/25/12 accounts payable warrant in the amount of 2,423,334.06. These are payments to the school districts. Ms. Gilman seconds. Motion carries.

Mr. Chartrand moves an 8/19/12 payroll warrant checks dated 8/22/12 totaling 165,643.83. Ms. Gilman seconds. Motion carries.

Mr. Chartrand moves an 8/25/12 accounts payable warrant of \$251,578.06. Highlights are Brown Industrial Group and Dennis K. Burke and Hoch Company. Ms. Gilman seconds. Motion carries.

b. Budget Updates

Mr. Dean said the budget updates were provided at the last Budget Recommendation Committee meeting and that first drafts are due on August 31.

c. Tax Abatements & Exemptions – none

d. Water/Sewer Abatements – none

e. Permits – none

f. Town Manager's Report

The Town Manager reported that an electricity contract had been finalized with UMG at a rate of 7.14 cents per kwh on the blend and extend program. This was below the baseline rate of 7.898 cents per kwh set by the Board.

g. Legislative Update

Mr. Dean said, as per a letter from the NH Municipal Association, a Voting Delegate needs to be appointed to attend the Legislative Policy Conference in September. There was a motion made to appoint Mr. Dean as the Voting Delegate. Voting: 5 yeas, motion carried.

h. Selectmen's Committee Reports

Mr. Ferraro: at last week's Planning Board meeting, the YMCA presented a proposal for the old Junior High School building. There will be a site walk in September. The proposal, if approved, is to rear down the building then fundraise for future site.

Mr. Clement: reviewed recent plans of the Arts Committee including a silent auction. The Train Committee said that the Downeaster will soon have its 4 millionth rider. Also, there will be an extension to the Downeaster later this year that will run from Freeport to Brunswick. There was a presentation by the Exeter/Stratham Water/Sewer Study committee and the comment period to the Rockingham Planning Committee ends on September 21.

Ms. Gilman reported on a site walk on the Powder Mill Road trail.

i. Correspondence

- Letter from the Memorial to Public Workers Committee requesting nominations for public workers to be added to the memorial
- Letter from the Public Works Department on Phase II of the Jady Hill Utility Project; a public meeting is scheduled for August 30, 2012, at 6:30 pm at the Town Hall
- Letter from the Governor's Commission on Disability notifying the Town of a change to the NH Architectural Barrier Free Design code

7. Review Board Calendar

The next meeting of the Board will be on September 10 due to the Labor Day holiday.

8. Old Business

a. Selectmen Office Move

Mr. Chartrand acknowledged his unintentional violation of RSA 91-A which occurred when he called each member of the Board concerning the Selectmen Office move and that his actions were perceived as an un-noticed meeting. Mr. Ferraro reviewed the email he sent to Mr. Quandt concerning this issue.

There was a motion to move the Selectmen's Office to the old Finance office to share with interns and the space needed for projects provided there is a area with privacy installed for those times Mr. Quandt needs to meet with constituents. Voting: 5 yeas, motion carried.

9. Adjournment

Mr. Quandt moved to adjourn to the work session, Mr. Chartrand seconded, vote unanimous.

The Board adjourned the work session at 10:20 pm.

Respectfully submitted,

Chris deZarn-O'Hare
Recording Secretary

**TOWN OF EXETER
MEMORANDUM**

TO: Board of Selectmen

FROM: Town Manager 

RE: Energy Committee

DATE: September 7, 2012

Selectwoman Gilman has requested the Board take up the issue of disbanding the Energy Committee at Monday's meeting.

The committee has yet to meet this year. The Town remains committed to several energy projects through the efforts of Selectwoman Gilman and others.

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

CONSERVATION EASEMENT DEED

We, **JOANNA J. PELLERIN, MARTHA M. PENNELL, PETER A. SMITH, and HARRY B. THAYER III, TRUSTEES OF GILMAN PARK**, with an address of 175 High Street, Exeter, New Hampshire 03833 (hereinafter referred to as the "Grantor," which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with WARRANTY covenants, grants in perpetuity to

the **SOUTHEAST LAND TRUST OF NEW HAMPSHIRE**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 12 Center Street, PO Box 675, Town of Exeter, County of Rockingham, State of New Hampshire, 03833, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

the **Conservation Easement** (herein referred to as the "Easement") hereinafter described with respect to that certain parcel of land (herein referred to as the "Property") with any and all buildings, structures, and improvements thereon, consisting of approximately 14.1± acres and known as Gilman Park, situate easterly of Bell Avenue (Tax Map 83 Lot 19) in the Town of Exeter, County of Rockingham, State of New Hampshire, as shown on a plan entitled "Conservation Easement Plan of Gilman Park Exeter, New Hampshire Assessor's Parcel 83-19 for the Trustees of Gilman Park," by James Verra and Associates, Inc., dated March 19, 2010, and recorded as Plan D-36313 at the Rockingham County Registry of Deeds (hereinafter referred to as the "Existing Conditions Plan"), and more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

WHEREAS, Gilman Park was created in July 1892, when Daniel and Minnie Gilman gave a portion of their land along the Exeter and Little Rivers to a group of trustees, for the use and enjoyment as a public park, and under the terms of the gift, should the land cease to be used as such, it will revert to its donors or their heirs; and

WHEREAS, the Trustees of Gilman Park have insufficient funds to maintain the park over time and therefore decided to convey the ownership of Gilman Park to the Town of Exeter to be used forever as a public park; and

WHEREAS, Gilman Park lies at the confluence of the Little River with the Exeter River and has one thousand nine hundred twenty (1,920) feet of river frontage; and

WHEREAS, Gilman Park has a long history as a public park for picnicking, walking, fishing, boating, and limited active recreation; the Exeter Parks and Recreation Department has assisted the Trustees with management of Gilman Park; and

WHEREAS, Gilman Park has a long history as a public water supply, including the unrecorded release deed executed by Benjamin Gilman in 1950 and the vote of the Trustees of Gilman Park to authorize the Town to drill a water supply well, and install a pump, building and pipes, and provide access thereto; and

WHEREAS, the Town of Exeter has an existing well in Gilman Park that was used in the past as a source of municipal drinking water and remains a possible source of water for the Town; and

WHEREAS, the Town of Exeter voters approved at their March 11, 2008 Town Election to raise and appropriate the sum of one dollar (\$1.00), for the purchase of Gilman Park, so it may continue to be used for the enjoyment of the public, subject to a conservation easement to be held by the Southeast Land Trust of New Hampshire; and

WHEREAS, the Exeter Board of Selectmen voted unanimously on December 17, 2007 in support of the purchase of Gilman Park, as stated above; and

WHEREAS, by an Order dated _____, granting the Petition for Cy Pres captioned "JOANNA PELLERIN, TRUSTEE OF GILMAN PARK TRUST V. ATTORNEY GENERAL OF THE STATE OF NEW HAMPSHIRE (DIRECTOR OF CHARITABLE TRUSTS, ET AL.)"; Docket No.----, the Rockingham County Probate Court, has approved the termination of the Trust and the conveyance of the Park to the Town of Exeter, subject to the within Conservation Easement, as the best means to perpetuate the charitable intent of Daniel and Minnie Gilman.

NOW THEREFORE, it is hereby understood and acknowledged:

1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes (herein referred to as the "Purposes") for the public benefit:

- A. The assurance that the Property will be retained forever as open space for a public park, as important shoreline along the Exeter and Little Rivers, and as important wetlands, wildlife habitat, and forestland; and
- B. The preservation of the water quality of the surface water on or adjacent to the Property, more particularly the Exeter and Little Rivers, on which the Property has 1,920 feet of frontage, and the prevention of any uses of the Property which would be detrimental to drainage, flood control, water conservation, and erosion control; and
- C. The protection of the Property for noncommercial outdoor recreation by the general public compatible with these Purposes and for the education of the general public; and
- D. The protection of the quality of ground water and surface water resources on and under the Property as potential future public water supplies, as defined by RSA 485:1-a, XV, as it may be amended from time to time; and
- E. The conservation of forestland on the Property to assure the sustained, natural capacity of the Property and its soils to support healthy forest growth, and to allow but not require, forest management that assures a continuing renewable and long-term source of forest products, maintains a healthy and biologically diverse forest that supports a range of native flora and fauna, and limits adverse ecological impacts, particularly in the riparian area; and
- F. The scenic enjoyment of the Property by the public traveling along the Property's 700+ feet of frontage along Bell Avenue and along the one thousand nine hundred twenty (1,920) feet of frontage along the Exeter and Little Rivers; and
- G. The prevention of any uses of the Property that will significantly impair or interfere with the Purposes of the Property, described above.

The above Purposes are consistent with the clearly delineated open space conservation goals as stated in the 2002 Master Plan of the Town of Exeter, which states, "To truly reflect and protect the aspects of our community that are most valued by our citizens, our decisions about land use need to support...Exeter's green infrastructure..." and further "The network of parks, open spaces, natural areas, and protected buffers provides the 'green infrastructure' that supports human life as well as many important ecological functions in our community" (LU-11). The Master Plan also says, "Protecting river shorelines helps preserve wetland, reduces flood damage, serves to maintain important wildlife travel corridors and preserve scenic beauty of the river" (LU-16).

These Purposes are also consistent with New Hampshire RSA Chapter 79-A, which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources."

All of these Purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

Resource values and features identified at the time of the Easement conveyance are documented in a *Baseline Documentation and Acknowledgement of Property Condition Report* and its attachments (herein referred to as the "Baseline Report") signed by and on file with the Grantee and Grantor.

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

2. USE LIMITATIONS (Subject to the reserved rights specified in Section 5 below)
 - A. The Property shall be maintained in perpetuity as open space and as a public park without there being conducted thereon any industrial or commercial activities, except forestry as described in Section 3, and as a public water supply as described in Section 5.J.
 - B. The Grantor shall not knowingly introduce invasive species as such species may be listed by the New Hampshire Fish & Game Department, New Hampshire Natural Heritage Bureau, the New Hampshire Department of Agriculture, or the state agency that tracks such listings. Invasive species are non-native animal, plant, or other organisms that, through their capacity to spread into native ecosystems, demonstrably or potentially threaten native species.
 - C. Within the Exeter Shoreland Protection District or within three hundred (300) feet of the high water mark of the Little River and Exeter River, whichever is greater, there shall be no use of fertilizers or pesticides, and no significant disturbance of soils, except as necessary for the conservation or habitat management uses of the Property, and in accordance with a Management Plan as described in Section 3.
 - D. The Property shall not be subdivided, except that the lease of any portion of the Property for any use permitted by this Easement shall not violate this provision.
 - E. No buildings, structures, improvements, or impervious surfaces, temporary or otherwise, shall be constructed, placed or introduced onto the Property, except as described in Section 5.

F. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

- i. Are commonly necessary in the accomplishment of the conservation, habitat management, forestry, noncommercial outdoor recreation uses of the Property; and
- ii. Do not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities; and
- iii. Are not detrimental to the Purposes of this Easement.

Prior to commencement of any such activities, all necessary federal, state, local, and other governmental permits and approvals shall be secured.

G. No outdoor advertising structures shall be displayed on the Property except as desirable or necessary in the accomplishment of the conservation, habitat management, forestry, noncommercial outdoor recreational, or public water supply uses of the Property, and provided such structures are not detrimental to the Purposes of this Easement. No sign on the Property shall exceed 24 (twenty-four) square feet in size, and no sign shall be artificially illuminated.

H. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to the provisions of sections 2.A., 2.F., or 2.G., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

I. There shall be no dumping, storage, injection, burning, or burial of man-made materials, building demolition, construction debris, fill, yard waste, trash, or other materials known to be environmentally hazardous, including the storage of snow from municipal plowing, and there shall be no use of de-icing materials on the Property.

J. No rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the Grantee, except those of record as of the execution of this Easement and those specifically permitted in the provisions of this Easement.

K. The Grantor shall not operate or grant permission to operate motorized vehicles on the Property, except on the Gravel Access Road and Gravel Parking Area as shown on the Existing Conditions Plan, or as necessary for managing the Property consistent with this Easement.

- L. The Grantor shall not designate the Property or any portion of the Property primarily for the benefit of, enjoyment by, and use by dogs.
- M. The Property shall in no way be used to satisfy the density requirements of any applicable zoning ordinance or subdivision regulation, including, but not limited to, density, frontage or open space requirements, with respect to the development of any other property.

3. MANAGEMENT PLANNING AND ACTIVITIES

- A. All activities on the Property shall be performed in accordance with a written Management Plan in a manner that is consistent with this Easement.
- B. Said Management Plan shall specifically address at least the following elements:
 - i. Short and long-term protection of those Purposes for which this Easement was granted, as described in Section 1, above;
 - ii. Landowner management goals and objectives;
 - iii. Property map showing access road, trails, boat launch, Exeter Shoreland Protection District, parking areas, cultural/historic features, recreational use areas, and natural areas;
 - iv. Description of the natural features of the Property;
 - v. Allowed recreational uses of the Property;
 - vi. Recommended management prescriptions, including forestry as described in Section 3.D;
 - vii. Protection of a community water supply well, if established, as described in Environmental Water Quality 400, Groundwater Protection (NH Code of Administrative Rules); and
 - viii. Recommended schedule for implementation of management prescriptions.
- C. Prior to undertaking any management activities on the Property, said Management Plan shall be approved by the Grantee, as outlined below.
 - i. Grantor shall provide a draft Management Plan to the Grantee;
 - ii. Grantee shall provide its written comments within sixty (60) days of receipt of the draft Management Plan;
 - iii. After considering Grantee's comments, Grantor shall submit a final Management Plan for approval;
 - iv. Within thirty (30) days of receipt of the final Management Plan, Grantee shall approve, approve with conditions, or disapprove said final Management Plan; and
 - v. Any subsequent updates to the Management Plan shall follow the same review and approval process described in i-iv, above.
- D. For the purposes hereof, "forestry" shall include the following: the growing, stocking, cutting, and sale of forest trees of any size capable of producing timber or other forest products; all forestry and forest management activities performed for commercial or

industrial purposes, including barter transactions, or performed for non-commercial timber stand improvement activities and wildlife habitat improvement.

- i. Forestry shall be carried out in accordance with all applicable local, state, and federal laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and terrain of the Property and shall not be detrimental to the Purposes of the Easement. For references on best management practices see:
 - “Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire” (J.B. Cullen, 2004); and
 - “Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire” (New Hampshire Forest Sustainability Standards Work Team, 1997), or similar successor publications.
 - ii. Forestry shall be performed using silvicultural practices that enhance or maintain the value of timber while recognizing that the ecological, aesthetic, wildlife, or other non-timber values are important components of the forest. To the extent reasonably practicable, forestry shall meet the following goals:
 - maintenance of soil productivity;
 - protection of water quality, wetlands, and riparian zones;
 - maintenance or improvement of the overall quality of forest products;
 - conservation of scenic quality;
 - protection of significant or fragile natural areas;
 - protection of significant historic and cultural features; and
 - conservation of native plant and animal species.
 - iii. Forestry shall be performed in accordance with said Management Plan consistent with this Easement, and supervised by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee.
 - iv. In areas used by, or visible to, the general public, such forestry shall be carried out, to the extent reasonably practicable, in accordance with the recommendations contained in “A Guide to Logging Aesthetics: Practical Tips for Loggers, Foresters, and Landowners” (Jones 1993), or similar successor publications.
- E. Said Management Plan shall have been prepared not more than ten (10) years prior to the date that any significant activity, such as forestry, habitat management, or recreation management, is expected to commence. If more than ten (10) years old, said Management Plan shall have been reviewed, updated, and approved as required per Section 3.C at least thirty (30) days prior to such commencement.

4. AFFIRMATIVE OBLIGATION FOR PUBLIC ACCESS

The Property shall not be posted against, and the Grantor shall keep access to and use of the Property open to the public for pedestrian, non-motorized, non-wheeled, non-commercial, outdoor recreational and outdoor educational purposes as will have minimal impact on the

Property, such as, but not limited to, hiking, wildlife observation, cross-country skiing, and fishing. However, the Grantee shall be under no duty to supervise said access, use, or purpose. The Grantor reserves the right to post the Property against public access 1) during timber harvesting or other forest management activities; 2) for public water supply protection; or 3) during the period of dusk to dawn.

5. RESERVED RIGHTS

The Grantor reserves the following rights for areas as shown on the Existing Conditions Plan and depicted in the Baseline Documentation Report:

- A. "Area A" (as shown on the Existing Conditions Plan and also more particularly bounded and described in Appendix "B" attached hereto and made a part hereof): Subject to the following conditions, the Grantor reserves the right to use Area A for organized recreational and athletic activities and to maintain, repair, and use or allow to be used Area A for non-commercial recreational and athletic purposes:
- i. Area A shall not be expanded or increased.
 - ii. No permanent bleachers, refreshment stands, towers, viewing platforms, or similar structures or improvements shall be constructed or located in Area A. Temporary athletic and recreational equipment, such as benches, temporary bleachers, and soccer goals, are allowed in Area A.
 - iii. Existing structures and improvements within Area A, as documented in the Baseline Documentation Report and shown on the Existing Conditions Plan, may be maintained, repaired, and replaced in kind.
 - iv. No lighting of any kind, except that required for public safety, shall be installed or located within or used to illuminate Area A.
 - v. The use and maintenance of Area A shall not degrade the topsoil or impact water quality of the Property and surrounding lands and waters.
- B. "Basketball Court": Subject to the prior written approval of the Grantee, the Grantor reserves the right to construct, introduce, or place an open-sided pavilion on the site of the existing "Basketball Court" or elsewhere within "Area A" that is outside the Exeter Shoreland Protection District. Such a pavilion may include enclosed restroom facilities and utility room, provided such facilities are connected to the existing sewer and water lines on Bell Avenue. To exercise this right, the Grantor shall provide written notice to the Grantee at least thirty (30) days prior to undertaking the proposed activities. Said notice shall include specific details, including, but not limited to, the proposed activity, location, purpose, and details and timing of activity. Within thirty (30) days of receipt of Grantor's written notice and after consideration of the impact of the proposed activity on the Purposes of this Easement, the Grantee shall approve, approve with conditions, or disapprove in writing, the proposed activity. Once approved by the Grantee, the Grantor reserves the right to maintain and repair the open-sided pavilion.
- C. "Trails": The Grantor reserves the right to maintain the existing trail network and maintain, repair, and replace the footbridge over the Little River to Gilman Street for

walking, nature observation, cross-country skiing, and other transitory, low impact, non-motorized, noncommercial recreational activities. All trails shall conform to best practices recommended by the Appalachian Mountain Club or similar trail-maintaining organization (see Appalachian Mountain Club, The Complete Guide to Trail Building and Maintenance, or its successor publication). The construction of new trails requires the prior written approval of the Grantee. To construct new trails, the Grantor shall provide written notice to the Grantee at least thirty (30) days prior to the proposed activity. Said notice shall include specific details, including, but not limited to, trail location, and details and timing of trail construction. After consideration of the impact of the proposed new trails on the Purposes of this Easement, the Grantee shall approve, approve with conditions, or disapprove the proposed trails within thirty (30) days of receipt of written notice. The Grantor reserves the right to maintain said new trails.

- D. "Boat Launch": The Grantor reserves the right to maintain and repair the existing boat launch as a public launch site for boats such as canoes, kayaks, rowboats, and other watercraft. The Grantor shall secure all necessary local, state, and federal permits prior to undertaking such maintenance and repair activities.
- E. "Gravel Access Road" and "Gravel Parking Area": The Grantor reserves the right to maintain, repair, or replace in-kind, using permeable surface materials, the existing gravel Access Road and Parking Area.
- F. "Concrete Gun Placement": The Grantor reserves the right to maintain, repair, and replace the Concrete Gun Placement. The Grantor shall secure all necessary local, state, and federal permits prior to undertaking such activities.
- G. "Volleyball Court Area": The Grantor reserves the right to remove from the Property any remaining man-made materials and fill from the Volleyball Court Area and to restore it to natural vegetation.
- H. "Swing-Set": The Grantor reserves the right to maintain, repair, and replace the existing swing-set or to move the swing-set to Area A. Once the swing-set is relocated to Area A, it may not be replaced in the current location as shown on the Plan, and the Grantor shall restore that site.
- I. "Benches" and "Picnic Tables": The Grantor reserves the right to place benches and picnic tables on the Property. The location and use of said benches and picnic tables shall not be detrimental to the Purposes of this Easement.
- J. "Municipal Well": The Grantor reserves the right to withdraw groundwater on a sustainable yield basis and to remove said groundwater from the Property only for the purpose of providing a community public water system, as defined by NH RSA 485:1-a, XV, as it may be amended from time to time. Said community public water system shall be operated by or on behalf of the Town of Exeter and shall primarily serve the Town of Exeter. Further, the Grantor reserves the right to maintain, repair, or upgrade the existing

wells and associated structures as a source of water for the Town of Exeter as shown on the Existing Conditions Plan as "Municipal Wellhouse."

- i. For the purposes hereof, permitted activities in conjunction with said withdrawal and/or removal shall consist of the installation, maintenance, monitoring, and replacement of temporary wells for exploratory and/or testing purposes, long-term water production wells, monitoring wells, pumping stations, and ancillary improvements and structures such as, but not limited to, roads, signs, electric utilities necessary to power the pumps, pipes, conduits, and security facilities, but only if such ancillary improvements and structures are required to be located on the Property. To the extent that said activities, structures, and improvements must be located on the Property, those activities, structures, and improvements shall, to the maximum extent possible, be located so as to minimize the impact on and disturbance to the Property and the Purposes of this Easement. Any roads on the Property shall be constructed with a permeable surface.

- ii. Prior to submitting a final proposed groundwater withdrawal plan or subsequent permit amendments or renewals to the New Hampshire Department of Environmental Services (or the then current agency or agencies responsible for the regulation of public water supplies, hereinafter referred to as "NHDES"), the Grantor shall provide written information including, but not limited to, documents, maps, plans, specifications, and designs where appropriate, sufficient to identify the proposed water withdrawal and its associated activities, structures, and improvements with reasonable specificity. Such information shall include, but not be limited to, the following:
 - a. Groundwater resource location, description, wellhead locations, wellhead protection zone, and wellhead protection area;
 - b. Proposed sustainable yield pumping and recharge rates;
 - c. Monitoring and reporting practices;
 - d. Design, location and construction impacts of all structures and improvements;
 - e. Well-capping procedures;
 - f. Anticipated changes in groundwater tables, surface water levels, including the Little River and Exeter River, and associated wetlands and in-stream flows on and off the Property, as a result of proposed groundwater withdrawals;
 - g. Expected impacts on the natural resources of the Property and the Purposes of this Easement; and
 - h. Provisions to minimize disturbance to the Property and the Purposes of this Easement during and after installation and operation of the proposed withdrawal activities, structures, and improvements.

iii. Within forty-five (45) days of receipt of said information, the Grantee may provide comments and requested changes to the Grantor's proposed groundwater withdrawal plan. The Grantor shall provide a written response to the Grantee's comments prior to the Grantor's submission of the proposed groundwater withdrawal plan to NHDES. Further, the Grantor shall notify the Grantee of the submission of the final proposed groundwater withdrawal plan within five (5) days of its submission to NHDES.

iv. Prior to commencement of any activities related to this reserved right, the Grantor shall secure all necessary federal, state, local, and other governmental permits and approvals. The Grantor's actual withdrawal activities, structures, and improvements shall be conducted in accordance with said permits. The Grantor shall provide the Grantee with copies of said permits within fifteen (15) days of Grantor's receipt.

v. The Grantor shall notify the Grantee within five (5) days of determining non-compliance with the conditions of any permits related to this reserved right.

This provision is an exception to Sections 2.C., 2.E., 2.F., 2.H., and 2.K. above.

K. The Grantor reserves the right to maintain, repair, replace, and upgrade the existing water and sewer lines on the Property, as shown on the Existing Conditions Plan. The Grantor shall provide written notice to the Grantee at least fifteen (15) days prior to replacing or upgrading said water and sewer lines, and shall provide written notice to the Grantee within ten (10) days of the initiation of emergency repairs on said water and sewer lines on the Property.

6. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE

A. The Grantor agrees to notify the Grantee in writing at least thirty (30) days before the transfer of title to the Property.

B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

7. BENEFITS AND BURDENS

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

and water areas, agrees to and is capable of protecting the conservation purposes of this Easement, and has the resources to enforce the restrictions of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

8. AFFIRMATIVE RIGHTS OF GRANTEE

- A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.
- B. To facilitate such inspection and to identify the Property as conservation land protected by the Grantee, the Grantee shall have the right to place signs, each of which shall not exceed thirty (30) square inches in size, along the Property's boundaries.
- C. The Grantor hereby authorizes the Grantee to request the release of information pertaining to the occurrence of rare, threatened, or endangered species and natural communities on the Property, as may be in the possession of the New Hampshire Natural Heritage Bureau or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species and/or natural communities. Upon receipt of the requested information, the Grantee shall provide the Grantor with a copy.

9. RESOLUTION OF DISAGREEMENTS

- A. The Grantor and the Grantee desire that issues arising from time to time concerning uses or activities in light of the provisions of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if either party becomes concerned whether any use or activity (which together for the purposes of this Section, "Resolution of Disagreements," shall be referred to as the "Activity") complies with the provisions of this Easement, wherever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.
- B. If informal dialogue does not resolve a disagreement regarding the Activity, and the Grantor agrees not to proceed or to continue with the Activity pending resolution of the disagreement concerning the Activity, either party may refer the disagreement to mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Exeter, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

- C. If the parties agree to bypass mediation, if the disagreement concerning the Activity has not been resolved by mediation within sixty (60) days after delivery of the notice of mediation, or if the parties are unable to agree on a mediator within ten (10) days after delivery of the notice of mediation, the disagreement shall be submitted to binding arbitration in accordance with New Hampshire RSA 542. The Grantor and the Grantee shall each choose an arbitrator within twenty (20) days of the delivery of written notice from either party referring the matter to arbitration. The arbitrators so chosen shall in turn choose a third arbitrator within twenty (20) days of the selection of the second arbitrator. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable, which they may postpone only for good cause shown. The arbitration hearing shall be conducted in Exeter, New Hampshire, or such other location as the parties shall agree. A decision by two of the three arbitrators, made as soon as practicable after submission of the matter, shall be binding upon the parties and shall be enforceable as part of this Easement.
- D. If the parties do not agree to resolve the dispute by arbitration, or if the parties are unable to agree on the selection of an arbitrator, then either party may bring an action at law or in equity in any court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by permanent injunction, and to require the restoration of the Property to its condition prior to the breach and for such damages as appropriate.
- E. Notwithstanding the availability of mediation and arbitration to address disagreements concerning the compliance of any Activity with the provisions of this Easement, if the Grantee believes that some action or inaction of the Grantor or a third party is causing irreparable harm or damage to the Property, the Grantee may seek a temporary restraining order, preliminary injunction or other form of equitable relief from any court of competent jurisdiction to cause the cessation of any such damage or harm, to enforce the terms of this Easement, to enjoin any violation by permanent injunction, and to require the restoration of the Property to its condition prior to any breach.

10. BREACH OF EASEMENT – GRANTEE’S REMEDIES

- A. If the Grantee determines that a breach of this Easement has occurred or is threatened, the Grantee shall notify the Grantor in writing of such breach and demand corrective action to cure the breach and, where the breach involves injury to the Property, to restore the portion of the Property so injured to its prior condition.
- B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken hereunder.
- C. If the Grantor fails to perform its obligations under the immediately preceding paragraph B. above, or fails to continue diligently to cure any breach until finally cured, the Grantee may undertake any actions that are reasonably necessary to repair any damage in the

Grantor's name or to cure such breach, including an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

- D. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation features of the Property, the Grantee may pursue its remedies under this Section, "Breach of Easement," without prior notice to the Grantor or without waiting for the period provided for cure to expire.
- E. The Grantee shall be entitled to recover damages from the party directly or primarily responsible for violation of the provisions of this Easement or injury to any conservation features protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic, or environmental attributes of the Property. Without limiting the Grantor's liability therefore, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.
- F. The Grantee's rights under this Section, "Breach of Easement," apply equally in the event of either actual or threatened breach of this Easement, and are in addition to the provisions of the preceding Section, "Resolution of Disagreements," which section shall also apply to any disagreement that may arise with respect to activities undertaken in response to a notice of breach and the exercise of the Grantee's rights hereunder.
- G. The Grantor and the Grantee acknowledge and agree that should the Grantee determine, in its sole discretion, that the conservation features protected by this Easement are in immediate danger of irreparable harm, the Grantee may seek the injunctive relief described in the third paragraph of this Section, "Breach of Easement," both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Grantee's remedies described in this Section, "Breach of Easement," shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- H. Provided that the Grantor is directly or primarily responsible for the breach, all reasonable costs incurred by the Grantee in enforcing the terms of this Easement against the Grantor, including, without limitation, staff and consultant costs, reasonable attorneys' fees and costs and expenses of suit, and any costs of restoration necessitated by the Grantor's breach of this Easement shall be borne by the Grantor; and provided further, however, that if the Grantor ultimately prevails in a judicial enforcement action, each party shall bear its own costs. Notwithstanding the foregoing, if the Grantee initiates litigation against the Grantor to enforce this Conservation Easement, and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court

may require the Grantee to reimburse the Grantor's reasonable costs and reasonable attorney's fees in defending the action.

- I. Forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any term thereof by the Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the Grantee's rights hereunder. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches or estoppel.
- J. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section, "Breach of Easement," against any third party responsible for any actions inconsistent with the provisions of this Easement.

11. NOTICES

All notices, requests and other communications, required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested, to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

12. SEVERABILITY

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

13. CONDEMNATION/EXTINGUISHMENT

- A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate, in whole or in part, the Easement conveyed hereby, or whenever all or a part of the Property is lawfully sold without the restrictions

imposed hereunder in lieu of exercise of eminent domain, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

- B. The balance of the land damages recovered from such taking or lawful sale in lieu of exercise of eminent domain shall be divided between the Grantor and the Grantee in proportion to the fair market value, at the time of condemnation, of their respective interests in that part of the Property condemned. For this purpose and that of any other judicial extinguishment of this Easement, in whole or in part, the values of the Grantor's and Grantee's interests shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation or extinguishment.
- C. The Grantee shall use its share of the proceeds resulting from condemnation or extinguishment in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

14. DISCRETIONARY APPROVALS AND AMENDMENTS

- A. The Grantee's consent for activities otherwise prohibited herein may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any activity otherwise prohibited or limited by the terms of this Easement is deemed desirable by the Grantor and the Grantee, the Grantee may, in its sole discretion, give permission for such activities, subject to the limitations herein. The Grantor's request for permission shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee to judge the consistency of the proposed activity with the Purposes of this Easement. The Grantee may give its permission only if it determines, in its sole discretion, that such activities (i) do not violate the Purposes of this Easement; and (ii) either enhance or do not impair any significant conservation interests associated with the Property. Notwithstanding the foregoing, the Grantor and the Grantee shall have no right or power to agree to any activities that would result in the termination of this Easement or to allow any residential, commercial or industrial structures, or any commercial or industrial activities, not provided for above. Further, said approvals may be made only after notification to the New Hampshire Attorney General, Director of Charitable Trusts, State of New Hampshire, who shall have thirty (30) days to review and comment on any proposed approvals under this Section 14.A. in the context of the charitable gift of Daniel and Minnie Gilman.
- B. If owing to rare, extraordinary, unforeseen or changed circumstances Grantor and Grantee agree that an amendment to, or modification of this Easement would be appropriate and desirable, Grantor and Grantee may jointly amend this Easement pursuant to the provisions and limitations of this section, the then current amendment policies of the Grantee, and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, and shall enhance protection of or further clarify, but not

impair, the conservation attributes of the Property protected by this Easement. Any Amendment shall not affect the perpetual duration of this Easement, and shall not permit any residential, commercial, or industrial development of the Property beyond that permitted by the terms of this Easement on its effective date. The amendment shall not affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Section 170(h) or Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or NH RSA 477:45-47, nor shall the amendment affect its perpetual duration of this Easement. Further, any amendment or change to the Easement may be made only after notification to the State of New Hampshire Attorney General, Director of Charitable Trusts, who shall have thirty (30) days to review and comment on any proposed amendments or changes to the Easement. Any such amendment shall be executed by the Grantor and the Grantee and shall be recorded in the Rockingham County Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

15. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed Purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in the Section "Benefits and Burdens," above, accepts and records the additional easement. Further, any additional easement may be made only after notification to the State of New Hampshire Attorney General, Director of Charitable Trusts, who shall have thirty (30) days to review and comment on any additional easement proposed under this Section 15.

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

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2012.

Witness

Joanna J. Pellerin, Trustee of Gilman Park
Duly Authorized

Witness

Martha M. Pennell, Trustee of Gilman Park
Duly Authorized

Witness

Peter A. Smith, Trustee of Gilman Park
Duly Authorized

Witness

Harry B. Thayer III, Trustee of Gilman Park
Duly Authorized

**STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.**

On this _____ day of _____, 2012, before me personally appeared **Joanna J. Pellerin, Trustee of Gilman Park**, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the purposes therein contained.

Notary Public/Justice of the Peace
My commission expires:

**STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.**

On this ____ day of _____, 2012, before me personally appeared **Martha M. Pennell, Trustee of Gilman Park**, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the purposes therein contained.

Notary Public/Justice of the Peace
My commission expires:

**STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.**

On this ____ day of _____, 2012, before me personally appeared **Peter A. Smith, Trustee of Gilman Park**, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the purposes therein contained.

Notary Public/Justice of the Peace
My commission expires:

**STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.**

On this ____ day of _____, 2012, before me personally appeared **Harry B. Thayer III, Trustee of Gilman Park**, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the purposes therein contained.

Notary Public/Justice of the Peace
My commission expires:

ACCEPTED: SOUTHEAST LAND TRUST LAND OF NEW HAMPSHIRE

By: _____
Thomas Chamberlin
Title: President, Duly Authorized
Date: _____

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss.

On this _____ day of _____, 2012, before me personally appeared **Thomas Chamberlin, President of the Southeast Land Trust of New Hampshire**, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

Notary Public/Justice of the Peace
My commission expires:

Appendix A

A certain tract or parcel of land known as "Gilman Park" located in the Town of Exeter, County of Rockingham and State of New Hampshire, depicted as Lot 83/19 on plan entitled "Plat of Land Gilman Park Bell Avenue & Crawford Avenue Exeter, New Hampshire for Trustees of Gilman Park," prepared by James Verra and Associates, Inc., dated 7/17/98, recorded in Rockingham County Registry of Deeds as Plan #D-36313, being more particularly bounded and described as follows:

Beginning at a concrete bound at the southerly corner of the within described Lot 83/19 along the easterly side line of Bell Avenue, as shown on said Plan; thence running along Bell Avenue in the following five (5) courses and distances:

N 51° 12' 01" E a distance of 53.02 feet to an iron rod & cap; thence
N 5° 33' 02" W a distance of 114.60 feet to an iron rod & cap; thence
N 13° 49' 33" W a distance of 41.37 feet to an iron rod & cap; thence
N 32° 55' 49" W a distance of 42.36 feet to an iron rod & cap; and
N 41° 04' 17" W a distance of 280.42 feet to an iron rod & cap;

thence turning and running, still along Bell Avenue, on a curve to the left having a radius of 200.00 feet and a length of 60.11 feet to an iron & cap; thence running N 84° 30' 08" W a distance of 130.54 feet to an iron pipe; thence turning and running N 20° 28' 13" W a distance of 46.99 feet to an iron pipe at the westerly corner of the within described Lot, at the bank of Little River, as shown; thence turning and running in a generally northeasterly direction along the bank of the Little River in the following three (3) courses and distances:

on a tie line of N 28° 31' 58" E a distance of 140.67 feet to a point; thence
on a tie line of N 23° 59' 37" E a distance of 103.35 feet to a point; and
on a tie line of N 13° 16' 24" E a distance of 214.64 feet to a point;

thence turning and running in a generally easterly direction, still along the bank of Little River, on a tie line of S 70° 16' 30" E a distance of 86.46 feet to a point; thence continuing on a tie line of S 73° 55' 32" E a distance of 205.13 feet to a point; thence continuing along said river bank in a generally northeasterly direction on a tie line of N 87° 01' 31" E a distance of 113.08 feet to a point; thence on a tie line of N 71° 44' 31" E a distance of 144.63 feet to a point along the bank of the Exeter River as shown on said plan; thence turning and running in a generally southeasterly direction along the bank of the Exeter River in the following five (5) courses and distances:

on a tie line of S 36° 02' 18" E a distance of 285.26 feet to a point; thence
on a tie line of S 13° 13' 27" E a distance of 109.02 feet to a point; thence
on a tie line of S 88° 56' 52" E a distance of 97.09 feet to a point; thence
on a tie line of S 41° 49' 14" E a distance of 245.51 feet to a point; thence

on a tie line S 15° 24' 42" E a distance of 173.93 feet to a point at the easterly corner of the within described Lot at land now or formerly of Philips Exeter Academy, as shown; thence turning and running along said Philips Exeter Academy land in the following five (5) courses and distances:

S 76° 10' 25" W a distance of 77.82 feet to a concrete bound; thence
S 76° 10' 25" W a distance of 128.95 feet to a point; thence
S 78° 03' 00" W a distance of 100.02 feet to a point; thence
S 76° 47' 00" W a distance of 270.15 feet to a point; thence
S 79° 43' 24" W a distance of 77.56 feet to a stone bound;

thence turning and running, still along said land now or formerly of Philips Exeter Academy, S 13° 03' 38" W a distance of 52.33 feet to an iron rod & cap; thence turning and running, still along said Academy land, S 73° 57' 38" W a distance of 113.61 feet to a point at a concrete bound; thence continuing on a tie course N 78° 26' 41" E, a distance of 2.14 feet to a concrete bound at the southerly corner of the within described Lot on the easterly sideline of Bell Avenue, being the point and place of beginning. Said Lot containing 14.14 acres, more or less, in accordance with said Plan.

Appendix B

Description of Area "A"

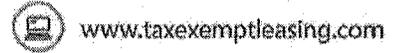
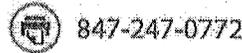
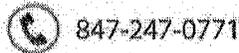
Beginning at a "drill hole set in top of granite post 4/9/2009" as shown on a plan entitled Conservation Easement Plan of Gilman Park Exeter, New Hampshire Assessor's Parcel 83-19 for Trustees of Gilman Park," which plan is recorded as Plan D-36313 in the Rockingham County Registry of Deeds, said point being 5 feet north of the south westerly corner of Area A, thence running N 0°28'11" E a distance of 266.81 feet to an iron rod set; thence turning and running N 28°08'18" E a distance of 77.23 feet to an iron rod set; thence turning and running S 67°45'40" E a distance of 135.50 feet an iron rod set; thence turning and running S 16°39'30" E a distance of 239.56 feet to an iron rod set; thence turning and running S 71°26'47" W a distance of 126.67 feet an iron rod set; thence turning and running S 83°00'32" W a distance of 113.46 feet an iron rod set; thence turning and running N 0°28'11" E a distance of 5 feet to the point of the beginning.

S:\GA-GL\GILMAN PARK\REAL ESTATE\2012 08 29 GILMAN PARK REVISED FINAL CONSERVATION EASEMENT.DOC

TOWN OF EXETER - EMS REVOLVING FUND

PRO FORMA - DRAFT updated 9/10/12

| | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 |
|---|---------|-----------------------------|-----------|-----------|-----------|-----------|-----------|
| Income | | | | | | | |
| Trade Ins - Other | | 15,000 | | | | 35,000 | |
| Trade Ambulances | 444,971 | 444,971 | 444,971 | 444,971 | 444,971 | 444,971 | 444,971 |
| Revenues (all) | 444,971 | 459,971 | 444,971 | 444,971 | 444,971 | 479,971 | 444,971 |
| Total Income | 444,971 | 459,971 | 444,971 | 444,971 | 444,971 | 479,971 | 444,971 |
| Transfers In | - | - | - | - | - | - | - |
| Total Revenues | 444,971 | 459,971 | 444,971 | 444,971 | 444,971 | 479,971 | 444,971 |
| Expenses | | | | | | | |
| Wages | 124,985 | 124,985 | 124,985 | 124,985 | 124,985 | 124,985 | 124,985 |
| Benefits & Taxes | 53,775 | 53,775 | 53,775 | 53,775 | 53,775 | 53,775 | 53,775 |
| Expenses | 52,182 | 52,182 | 52,182 | 52,182 | 52,182 | 52,182 | 52,182 |
| Capital Outlay | - | - | - | - | - | - | - |
| Capital Lease Payments | - | - | - | 61,883 | 61,883 | 61,883 | 61,883 |
| Debt Service | - | - | - | - | - | - | - |
| Total Expenses | 230,942 | 230,942 | 230,942 | 292,825 | 292,825 | 292,825 | 292,825 |
| Balance after Debt/Capital (+/-) | | | | | | | |
| Transfer Out to General Fund | | 229,029 | 214,029 | 152,146 | 152,146 | 187,146 | 152,146 |
| | | (217,578) | (203,328) | (144,539) | (144,539) | (177,789) | (144,539) |
| Net Projected Fund Balance | | 11,451 | 10,701 | 7,607 | 7,607 | 9,357 | 7,607 |
| Capital Expenses out of EMS Fund | | 227,393 | | | | | |
| CIP Lease/Purchases | | | | | | | |
| FY 2012 (EMS Lease) | | - | - | 61,883 | 61,883 | 61,883 | 61,883 |
| FY 2017 (EMS Lease) | | - | - | 61,883 | 61,883 | 61,883 | 61,883 |
| Total Forecast Lease/Purchases | | - | - | 61,883 | 61,883 | 61,883 | 61,883 |
| CIP Capital Budget | | | | | | | |
| 2005 Ambulance 2 Replacement (FY12) | | 175,523 | - | - | - | - | - |
| 2007 Ambulance 1 Replacement (FY15) | | - | - | - | 175,523 | - | - |
| Total Capital Budget | | 175,523 | - | - | 175,523 | - | - |
| | 35,000 | trade value on 3 year lease | | | | | |



August 31, 2012

VIA E-MAIL: acorey@town.exeter.nh.us

Allan W. Corey
Treasurer
Town of Exeter

Dear Allan:

I am pleased to provide the following quote for Town of Exeter for the financing of a new PL Custom Ambulance. This quote is valid for 14 days and is subject to credit review and proper documentation.

| | | |
|-------------------------------|-------------------------|-------------|
| Equipment Cost (Approximate): | \$178,756.00 | |
| Down Payment: | \$0.00 | |
| Financed Amount: | \$178,756.00 | |
| Payment Frequency: | Semi-Annual, in arrears | |
| Term: | 3-years | |
| Start Date (Estimated): | 9/15/12 | 9/15/12 |
| First Payment Date: | 1/15/13 | 3/15/13 |
| Rate*: | 2.29% | 2.29% |
| Payment*: | \$30,884.86 | \$30,997.93 |
| Factor^: | .17278 | .17341 |

* Rate and payment assumes that the Customer is a tax-exempt entity and the purchase of the equipment falls within the type of equipment allowed as tax-exempt under the I.R.S. Code. In the event this purchase is not exempt, the rate and payments will be adjusted accordingly. Further, it is assumed that the transaction will be "bank-qualified" and that the customer will not issue more than \$10 million in tax-exempt leases or bonds in the current calendar year.

^ Factor is based on quoted rates. If the equipment cost changes or a down payment is made, the new payment amount can be calculated by multiplying the new financed amount by the rate factor.

Note: If the equipment will require a "build-out period", the financed amount will be placed into an escrow account at lease signing and funds disbursed as instructed by the customer.

I have attached an application that must be completed in order to proceed with the credit process. In addition, we will need copies of the Town's last 2-years of audited financial statements, along with a copy of its current interim financial statement. Once these items are gathered, please fax all of the information to 866-2-FAX-APP (866-232-9277) or e-mail to markz@taxexemptleasing.com.

I appreciate this opportunity and look forward to proceeding. Please let me know if I can answer any questions. I can be reached at 866-EXEMPT-1 (866-393-6781).

Kind Regards,

Mark M. Zaslavsky
President

Income Statement

Town of Exeter
As Of: August 2012, GL Year 2012

| Account Number | | Balance |
|--|----------------------------------|--------------------|
| EMS - Revolving Fund | | |
| Revenue | | |
| 30-3401-5077-0450 | EMS- Ambulance Transport Revenue | -240,223.34 |
| Totals Revenue | | -240,223.34 |
| Expenditure | | |
| 30-4215-0520-1110 | EMS - Salaries/Wages FT | 25,858.56 |
| 30-4215-0520-1300 | EMS-Salaries/Wages OT | 45,240.63 |
| 30-4215-0520-2100 | EMS-Health Insurance | 16,582.96 |
| 30-4215-0520-2110 | EMS-Dental Insurance | 1,076.40 |
| 30-4215-0520-2120 | EMS- Life Insurance | 40.00 |
| 30-4215-0520-2200 | EMS- FICA | 1,517.86 |
| 30-4215-0520-2210 | EMS-Medicare | 977.20 |
| 30-4215-0520-2300 | EMS-Retirement Town | 2,273.28 |
| 30-4215-0520-2320 | EMS-Retirement Fire | 10,386.67 |
| 30-4215-0520-4320 | EMS-Vehicle Maintenance | 5,164.74 |
| 30-4215-0520-5003 | EMS-Third Party Collection Fees | 8,316.50 |
| 30-4215-0520-5010 | EMS-Postage | 32.40 |
| 30-4215-0520-5160 | EMS-Paramedic Training | 185.00 |
| 30-4215-0520-5161 | EMS- Emergency Medical Supplies | 13,276.44 |
| 30-4215-0520-5162 | EMS-Medical Equipt Maint | 10,247.50 |
| 30-4215-0520-5163 | EMS-Contracted Training | 4,010.30 |
| 30-4215-0520-5310 | EMS- Cell Phones | 1,197.94 |
| 30-4215-0520-5915 | EMS - Ambulance Refunds | -6,470.13 |
| 30-4215-0520-6260 | EMS - Fuel | 2,822.38 |
| Totals Expenditure | | 142,736.63 |
| Unreserved Fund Balance - Beginning Balance | | 0.00 |
| Net Excess/Deficit | | -97,486.71 |
| Unreserved Fund Balance - Ending Balance | | -97,486.71 |
| Grand Total | | -97,486.71 |

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 white; the outer circle is navy blue with gold lettering "Town of Exeter" at the top of the circle and "New Hampshire" on the bottom ring of the circle. 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

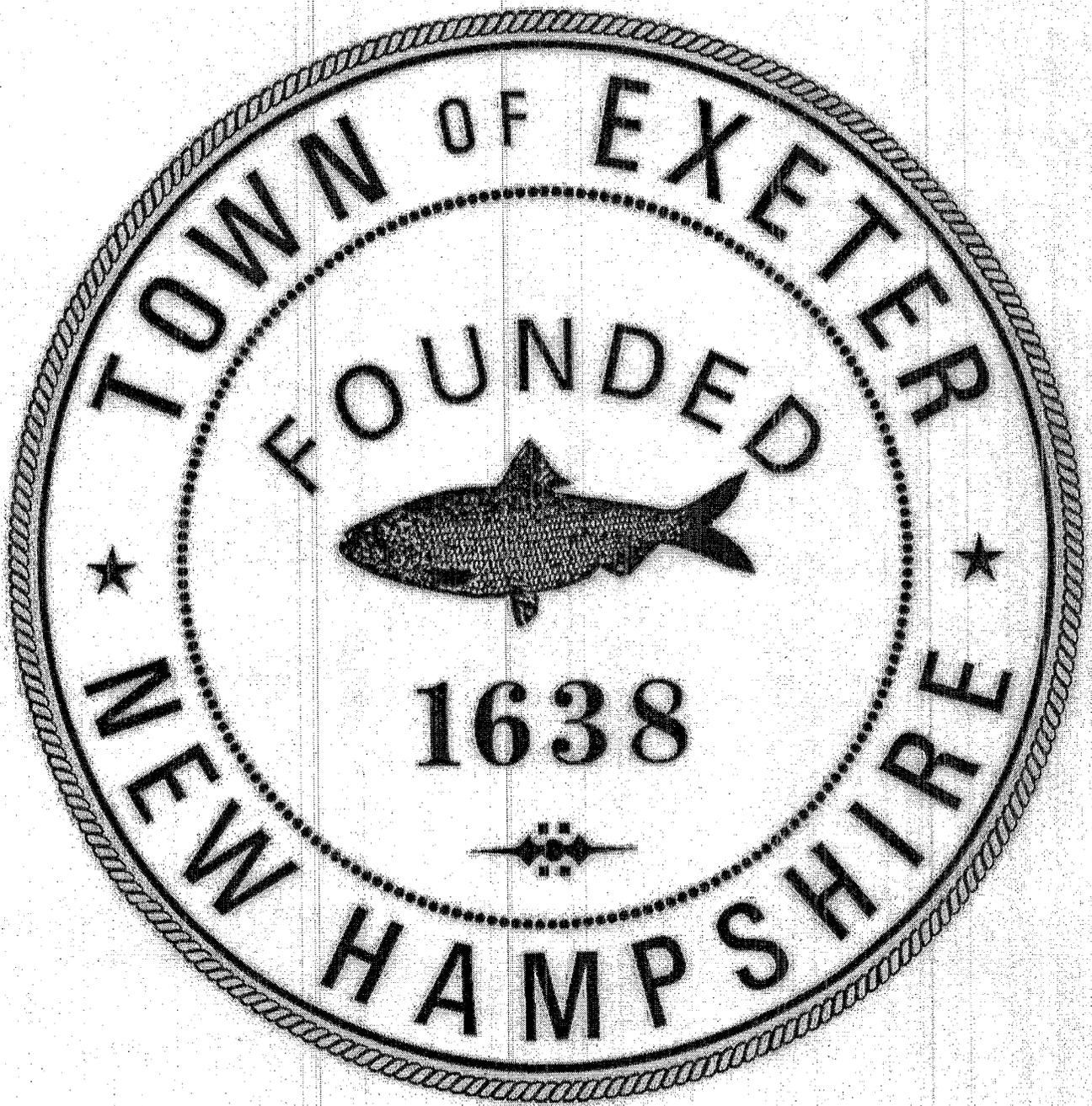
Julie Gilman

Frank Ferraro

EXETER BOARD OF SELECTMEN

Received and recorded this _____ day of _____, 2012

Andrea Kohler, Town Clerk





TOWN OF EXETER, NEW HAMPSHIRE

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

www.town.exeter.nh.us

DRAFT

TOWN OF EXETER MUNICIPAL VOLUNTEER OF THE YEAR AWARD

Basics:

- Create Nomination Form

Criteria:

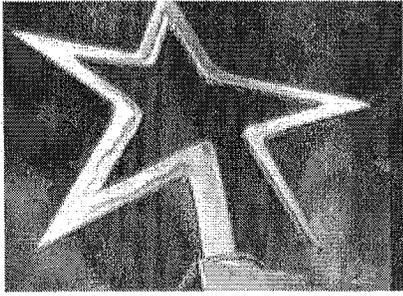
- Nominations must be made for unpaid volunteers only. Potential recipients include board and committee members currently serving on boards, members of organizations that serve the Town in some way in an unpaid capacity (such as and adopt-a-spot volunteer, an organizer of an event that involves the Town, a participant in an event that is sponsored or co-sponsored by the Town, etc.).
- Volunteers at a facility or a Town-sponsored program (Library, Parks/Recreation, etc.) would be eligible.
- Volunteers that have donated time and energy for a successful project on municipal property to be enjoyed by the entire community would be eligible.

A questionnaire would be part of the form to include a description of:

- Community contribution
- Demonstration of leadership (through a project or other involvement)
- Inspiration to others (enhancing civic participation)
- Application of new or innovative ideas or approaches

To be included:

- Nominee and nominator contact information
- Annual hours and years of volunteer service
- Nomination approval from the Chair of the Board of Selectmen
- Recipients would be named at the first Board of Selectmen meeting in January, 2013
- Recognition through a plaque to be posted up at the Municipal Offices.



Municipal Volunteer *of the* Year Awards

NH Local Government Center 2012 Municipal Volunteer of the Year Awards

Introduction

Each day across New Hampshire, dedicated citizen volunteers assist their local governments in accomplishing tasks large and small. Municipal officials simply couldn't do it all without the assistance of volunteers.

The New Hampshire Local Government Center (LGC) Municipal Volunteer of the Year Awards annually honor a select group of New Hampshire residents for dedicated community service. Nominees are judged on several categories, including demonstrated leadership, innovation and collaboration.

We invite you to take this opportunity to nominate one outstanding individual from your community for a Municipal Volunteer of the Year Award. Selected nominees will be honored at a special event held in conjunction with the LGC Annual Conference in November.

Nominations must be received by August 31, 2012.

Click the "next" button below to view nomination criteria and survey questions.

Next



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

Volunteer of the year.

Frank Ferraro <fferraro2010@gmail.com>

Wed, Jul 11, 2012 at 11:31 AM

To: Matt Quandt <mjqquandt@comcast.net>, Russ Dean <rdean@town.exeter.nh.us>

At a recent Board meeting, Russ proposed an employee of the year award, and I suggested that we also have a volunteer of the year award. In developing the criteria and nomination form for the volunteer award, you might want to look at the LGC volunteer award web site to see if there is anything there that can be used for Exeter - <http://www.surveymonkey.com/s/LGCVolunteerAwards2012>

List for Selectmen's meeting September 10, 2012

Timber Tax

| <u>Map/Lot</u> | <u>Location</u> | <u>Amount</u> |
|----------------|-----------------|---------------|
| 30/2 | 286 Epping Road | 132.87 |



Application for Use of Town Facility

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

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

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

Representative Information:

Name: Alissa Holmes Address: 9 Deerhaven Drive
Town/State/Zip: Exeter, NH 03833 Phone: 603 772 5577
Email: pop-invites@comcast.net Date of Application: 9/5/12

Organization Information:

Name: Exeter Area GFWC Address: PO BOX 24
Town/State/Zip: Exeter, NH 03833 Phone: 603 770 7947

Reservation Information:

Type of Event/Meeting: yard sale Date: 9/22/12
Times of Event: 8-12 Times needed for set-up/clean-up: 7-8 am and 12-1 pm
of tables: 0 # of chairs: 0
List materials being used for this event: individual sellers bring tables and items for sale
Will food/beverages be served? No Description: —

Requirements:

- Cleaning Deposit:** A cleaning deposit of \$100 is required of any user serving food or beverages. If the town determines after use that the building acceptably cleaned, the deposit fee will be returned to user. No food is allowed in Main Hall of the Town Hall. If food is to be served and/or prepared in foyer of Town Hall, the electrical outlet cannot exceed 20 amps. For more information call Kevin Smart, Maintenance Superintendent at 773-6162 prior to use.
- Liability Insurance Required:** The Town requires liability insurance to be submitted with this completed application. Required insurance amounts: General Liability/Bodily Injury/Property Damage: \$300,000/\$1,000,000. The Town of Exeter must be listed as additional insured.
- Rental Fee:** For Town Hall use there is a fee of \$75.00 per day, a payment of \$250 may be required for use of main floor and stage for more than a single day. You may request a waiver of the rental fee in writing.
- Keys:** Access to a town building after normal business hours requires a key sign out. Forms and keys can be obtained from the Town Manager's office at the Town Office during normal business hours (there is no other option for obtaining a key). A key can be collected up to 24 hours before your event (with the exception of Sunday events).

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

Applicant signature: [Signature] Date: 9/22/12

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

Office Use Only:

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

Board of Selectmen -

In behalf of the
board of Southeast Family
Promise, I would like
to personally thank
you for your generous
support.

With your help, we
are able to assist
those here in our
own community who
struggle with
homelessness.

Debbie Blue
SFP Board Member



REDC REGIONAL ECONOMIC
DEVELOPMENT CENTER
of Southern New Hampshire

37 INDUSTRIAL DRIVE SUITE F2, EXETER NH 03833 PHONE (603) 772-2655 FAX (603) 772-0213

September 5, 2012

Sylvia von Aulock, Town Planner
Exeter Town Office
10 Front Street
Exeter, NH 03833

Dear Sylvia,

We wanted to thank you for the priority projects submitted to the Comprehensive Economic Development Strategy Steering Committee on behalf of the Town of Exeter. The projects include:

1. Exeter Train Station: Parking Area Expansion
2. Alrose Multi-Family Workforce Housing Project

As a result of these projects the CEDS Steering Committee will be able to reach their regional goals of comprehensive economic development for the CEDS region. The following components are part of the 10-20 year Vision for the REDC CEDS Region and will be implemented as part of the Five-Year Action Plan:

- ▶ Create high-skill, higher-wage jobs including the necessary supporting positions, within innovation clusters, such as "green" technology, high tech industries and biomedical firms;
- ▶ Develop a diversified industrial and commercial base that is competitive in the global economy;
- ▶ Invest in infrastructure improvements, such as roads, bridges, sewers, water facilities, and broadband, that will strengthen and diversify the regional economy;
- ▶ Redevelop properties to a higher and better use, particularly within "pockets of distress" areas and village centers;
- ▶ Encourage investment in environmentally sustainable development related to "green" products, processes and buildings as part of the "green" economy";
- ▶ Retain and attract the "middle class" and, in particular, the 25-45 age group, to maintain a culturally and ethnically diverse workforce;
- ▶ Leverage the resources available through the workforce development and university/community college systems to address the growing skill needs of the business community and regional workforce;
- ▶ Develop interconnected, multi-modal transportation systems to maximize the mobility and availability of the workers and consumers for the business community;
- ▶ Develop diversified workforce housing options for all income levels to ensure the availability of workers for expanding businesses and new firms in the region;

WE OPEN DOORS
WWW.REDC.COM

The REDC prohibits discrimination on the basis of race, color, national origin, sex, sexual orientation, religion, age, disability, marital or family status. The REDC is an equal opportunity employer.

- ▶ Maintain the unique qualities of life in southern New Hampshire through the preservation of natural resources and a balanced approach to economic development;
- ▶ Strengthen those communities that have experienced disproportionate economic and job losses through the availability of federal and state resources; and
- ▶ Facilitate collaboration between the private and public sectors as a means to create more effective and efficient public/private partnerships to address regional problems and expand the economy.

In addition to meeting the CEDS goals, the priority project list will enable EDA funding for some of these projects, if eligible, and help facilitate other sources of funding as a result of their inclusion on the list.

Thank you again for the Town's participation in the planning process.

Sincerely,



Laurel Bistany
Executive Director

cc. Russ Dean, Town Manager

WE OPEN DOORS
WWW.REDC.COM

The REDC prohibits discrimination on the basis of race, color, national origin, sex, sexual orientation, religion, age, disability, marital or family status. The REDC is an equal opportunity employer.



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

UFO day

Pamela Gjettum <pgjettum@gmail.com>

Mon, Sep 3, 2012 at 5:22 PM

To: rdean@town.exeter.nh.us

Dear Russ, We had a wonderful UFO Day with lots (hundreds, definitely) of people coming to Exeter. Exeter is definitely on the map locally now. Thank all the town employees - Andy and his people for setting up the sound and covering the thing, Kevin Smart for setting up all those chairs - it makes a HUGE difference not having to do that- the Rec people who cleaned /set up Founders Park for us, and anybody else I've forgotten. And of course you and the seletctmen for lettuing us do it in the first place. - Pam

749-5059

Tony Loch requests he be allowed to place a marker at his family grave, Winter Street Cemetery.

† LOCH †

WŁADISŁAW
1889-1994

BABY BOY
STILBORN 1895

FRANCISZEK
1891-1894

THOMAS
1896-1896

Dimensions to be 24" x 12"
Unpolished - Barre Gray - Flat



Nelson Kinder + Mosseau PC
ATTORNEYS AT LAW

E. Tupper Kinder, Esquire
Manchester Office
Direct Dial: 603-606-5002
Email: ekinder@nkmlawyers.com

August 30, 2012

Cristeen L. Schena, R1 FOIA officer
US EPA
5 Post Office Square, Suite 100
Boston, MA 02109-3912

Harry T. Stewart, P.E., Director
NHDES Right-to-Know Request Officer
Water Division
29 Hazen Drive
Concord, NH 03302-0095

Jean Brochi
Eelgrass Monitoring Program Project Director
USEPA REGION 1 – New England
5 Post Office Square
Mail Code: OEP
Boston, MA 02109-3912

Philip Trowbridge, PREP/NHDES Project Officer
NHDES
29 Hazen Drive, PO Box 95
Concord, NH 03301-0095

Fred Short, Ph.D.
Jackson Estuarine Laboratory
University of New Hampshire
85 Adams Point Road
Durham, NH 03824-3427

Rachel Rouillard
Piscataqua Region Estuaries Partnership
University of New Hampshire
Nesmith Hall
131 Main Street
Durham, NH 03824

Re: UNH Eelgrass Monitoring Program for Great Bay Estuary

Dear Ms. Schena, Ms. Brochi, Dr. Short, Mr. Stewart, Mr. Trowbridge, and Ms. Rouillard:

This letter is a request for public records to USEPA and NHDES under the Federal Freedom of Information Act (5 U.S.C. §552 as implemented by USEPA at 40 C.F.R. Part 2) and the New Hampshire Right-to-Know law (NH RSA 91-A, et. seq.) submitted by the City of Dover, the Town of Exeter, the Town of Newmarket, the City of Portsmouth and the City of Rochester (known collectively as "The Great Bay Municipal Coalition").

It is the Coalition's understanding that, pursuant to a federal grant to PREP, The UNH Eelgrass Monitoring Program is and has been conducting monitoring of the eelgrass resource in the Great Bay estuary. We further understand that one or more of the addressees of this letter is in possession or control of aerial imagery obtained from aerial over flights of the Great Bay Estuary during the years of 2009, 2010, 2011, and 2012 under the above-referenced UNH Eelgrass Monitoring Program. As part of

Cristeen L. Schena
Jean Brochi
Fred Short, Ph.D.
Harry T. Stewart, P.E., Director
Philip Trowbridge
Rachel Rouillard
August 30, 2012
Page 2

the program, such imagery and related files are required to be submitted to the agencies in completion of this federally funded effort.

The Coalition requests the production of the aerial imagery from the years 2009 to 2012 and all the other documents relating to the collection, evaluation, analysis, and reporting of the UNH eelgrass Monitoring Program data.

USEPA, NHDES, PREP and the Coalition all understand that the results of eelgrass mapping is of critical importance to an understanding of the health of the estuary. The Coalition understands that the results of eelgrass mapping in the years 2009 to 2012 indicate that the eelgrass resource has expanded significantly despite the pending concerns about water quality conditions. Thus, the Coalition wishes to review the actual aerial imagery from 2009 through 2012 to assure that information available to USEPA, NHDES, and PREP is also available to the Coalition.

The request for this data is extremely time sensitive. As you know, ground truthing of the 2012 data should be done in late August or early September and so availability of the 2012 aerial imagery needs to be produce in an expedited manner. Addressees, who are subject to the Federal Freedom of Information Act and the State Right-to-Know Law, please consider this a formal request under both of those laws for production of the aerial imagery and all other documents relating to the collection, evaluation, and reporting of the UNH Eelgrass Monitoring Program for the years 2009 through 2012.

We thank you in advance for your prompt response. Please contact the undersigned, should you any questions concerning this request.

Very truly yours,



E. Tupper Kinder, Esquire

ETK/smf

Cc: Thomas Burack, NHDES Commissioner
Curt Spalding, Regional Administrator
Dean Trefethen, Mayor of City of Dover
Eric Spear, Mayor of City of Portsmouth



Cristeen L. Schena
Jean Brochi
Fred Short, Ph.D.
Harry T. Stewart, P.E., Director
Philip Trowbridge
Rachel Rouillard
August 30, 2012
Page 3

Thomas J. Jean, Mayor of City of Rochester
Russell Dean, Town Manager of Exeter
Stephen R. Fournier, Town Administrator of Newmarket
Suzanne M. Woodland, Esquire
Andrew W. Serell, Esquire
G. Dana Bisbee, Esquire
John E. Peltonen, Esquire
John C. Hall, Esquire
Robert R. Lucic, Esquire



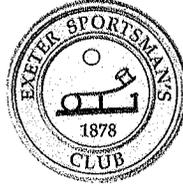
THE EXETER SPORTSMAN'S CLUB, Inc.

P.O. Box 1936

Exeter, New Hampshire 03833
Clubhouse at Waterworks Pond

(603) 772-7468

<http://www.exetersportsmansclub.com>



August 27, 2012

Board of Selectmen
Town of Exeter
10 Front Street
Exeter, New Hampshire 03833

Dear Board of Selectmen:

Pursuant to sub-paragraph two (2) of paragraph eight (8) of the existing lease between The Exeter Sportsman's Club, Inc. (ESC) and the Town of Exeter, ESC wishes to notify the Board of Selectmen that ESC has submitted a request for minor site review (case #21203) to the Exeter Planning Board (PB) to erect a projectile containment barrier (copy of the presentation to the PB attached).

Although the primary purpose of the barrier is to contain projectiles, improving the overall safety of ESC members and the general public, it will also have the effect of mitigating noise as required by paragraph 16 of the aforementioned lease.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "B. M. York".

B. M. York
President



Member Experts Consulting

- Dr. Thomas P. Wharton Jr. MD
Vice President
- Thomas Klingelhoef - Facilities Mgr.
Assistant Range Captain
- Christopher Suprock PhD – Suprock Tech.
Member

Purpose – Why I am here!

1. To fulfill a promise to the neighbors to try to mitigate the sound.
2. Approval of the Planning Board is required by paragraph 8 of the lease agreement.
3. Paragraph 16 of the lease states;
“Tenant agrees that it will make reasonable efforts to attenuate noise on the site in accordance with generally accepted industry practices.”

Barrier Construction Plan

The purpose of the barrier is to contain projectiles and mitigate sound. The ability of the barrier to contain projectiles has already been tested and has passed. The barrier's ability to mitigate sound will be tested by constructing a section from the backstop to the twenty five yard house. The objective is to mitigate sound $\geq 10\text{dBA}$. If the barrier passes it will be extended on the same line for the remaining seventy five yards.

The barrier construction is based upon an NRA wooden wall design, twenty feet long, six inches thick, and eight feet high, anchored at each end. The six inch thickness is filled with washed gravel to contain projectiles and disrupt sound wave propagation.

Barrier Construction Plan Cont'd

The barrier will start at the existing right side telephone pole, which holds the safety and target lines, at the backstop and progress backward at a right angle until it bisects a line that is twelve feet to the right of the twenty five yard shooting shelter. The wall will continue on that same line until it reaches the one hundred shooting shelter. The purpose of the twelve foot offset to the right of the shooting shelters is to provide access for equipment to service the backstop.

Construction of the 12 foot service way will necessitate the removal of at least seven trees and possibly twice that number. The deciding factor will be whether the barrier can maintain its position for its expected 20 year life based upon anticipated tree growth over that same period.

The barrier will end approximately four feet beyond the leading edge of the 100 yard shooting shelter to provide vehicle access to the backstop. A wall of the same construction will be attached to the entire length of the existing 100 yard shooting shelter to provide complete containment for the entire length of the 100 yard range.

Barrier Design Goals

1. Contain highest caliber projectile fired
2. Have a “small” footprint
3. A transmission loss $\geq 10\text{dBA}$
4. An expected life of ≥ 20 years
5. Able to service the backstop
6. Minimum impact on the environment
7. Must be affordable

Firing Test – Winchester 0.270



Plywood/Steel/Plywood

Failed

Telephone Poles

Passed

4 by 8 Wood Block

Failed

NRA Barrier Design with

- Sand
- Washed Gravel

Passed

“Small” Footprint

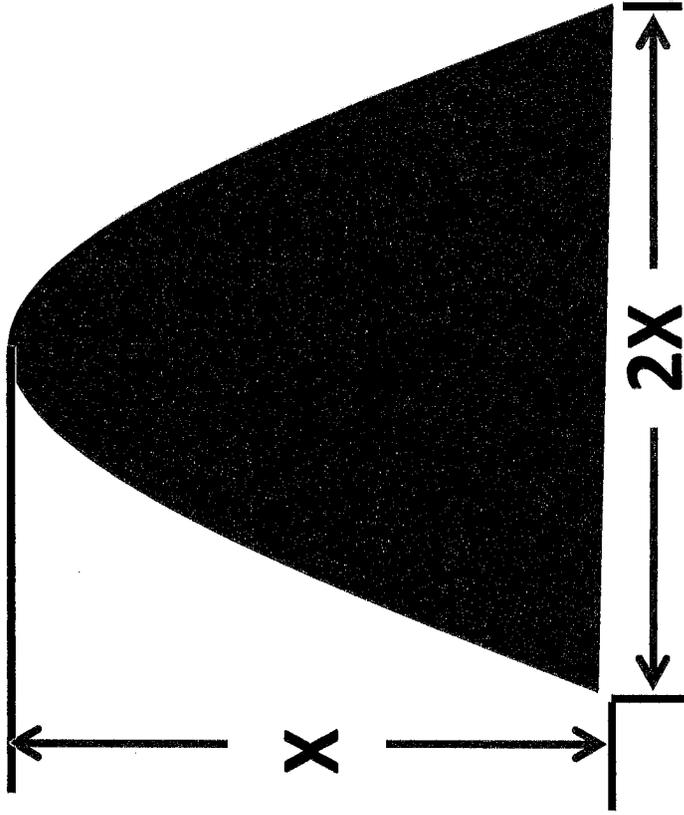
Small footprint considerations are driven by a desire to have a low impact on the environment and by a limited lot size (~3 acres).

- Earthen barriers were rejected because the base is 2X the height
- HESCO Barriers were rejected due to cost, footprint and life concerns
- Barrier design chosen will be approximately 16” wide at its widest point and has an anticipated life of 20 years.

Note: The NRA suggests side berms be **8 feet high**
(2.05.1.4 of the NRA Range Source Book.)

Alternatives Investigated

Mound of Dirt:



Advantages;

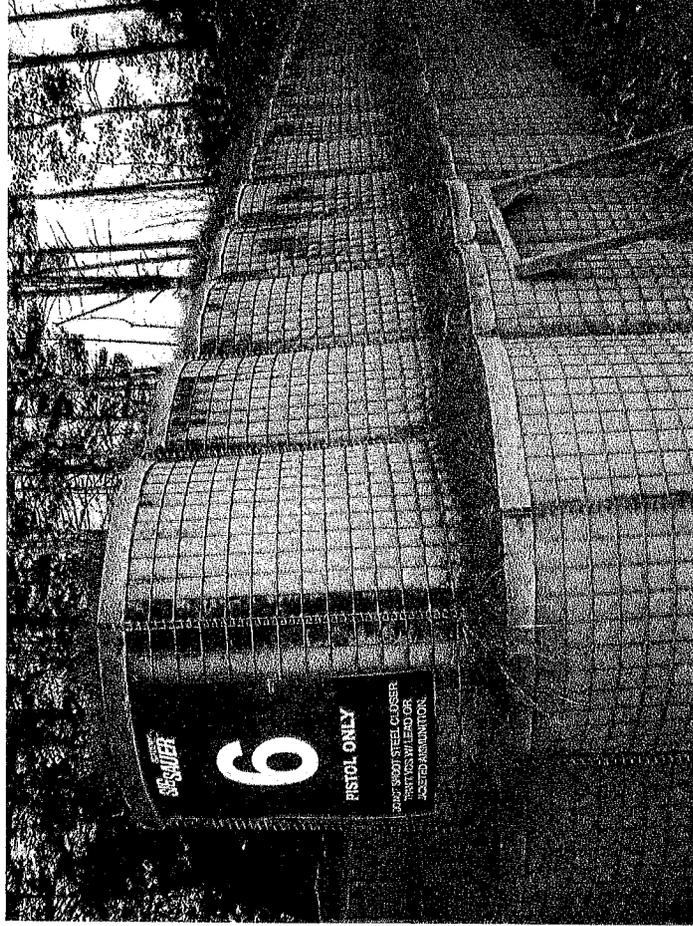
- Simple
- Low Cost
- Little Maintenance

Disadvantages;

- "Large" Footprint

Alternatives Investigated

Hesco Barriers:



Advantages;

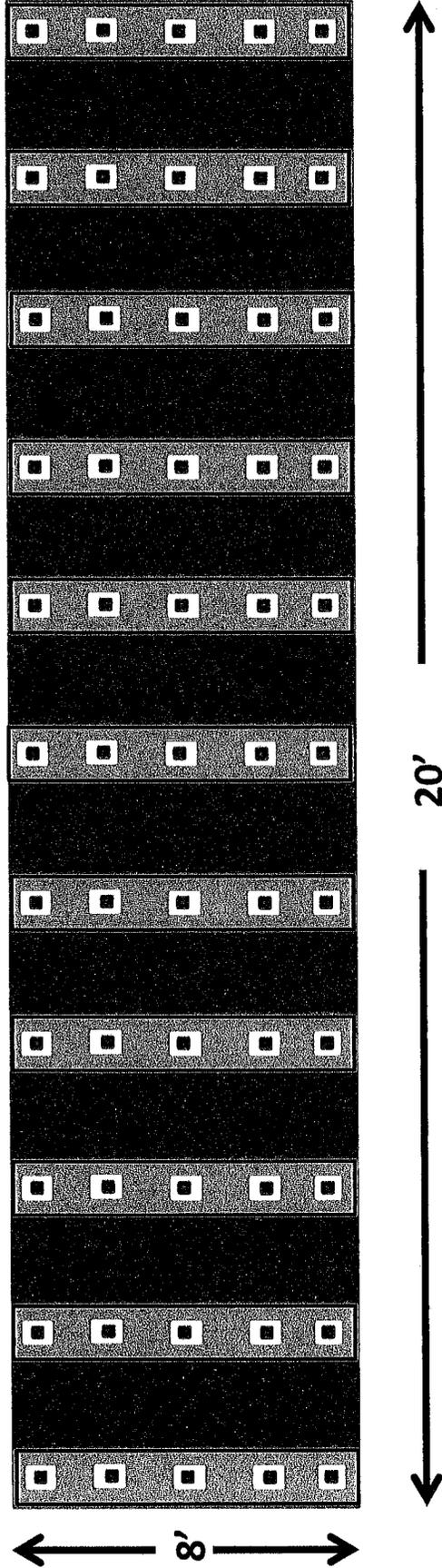
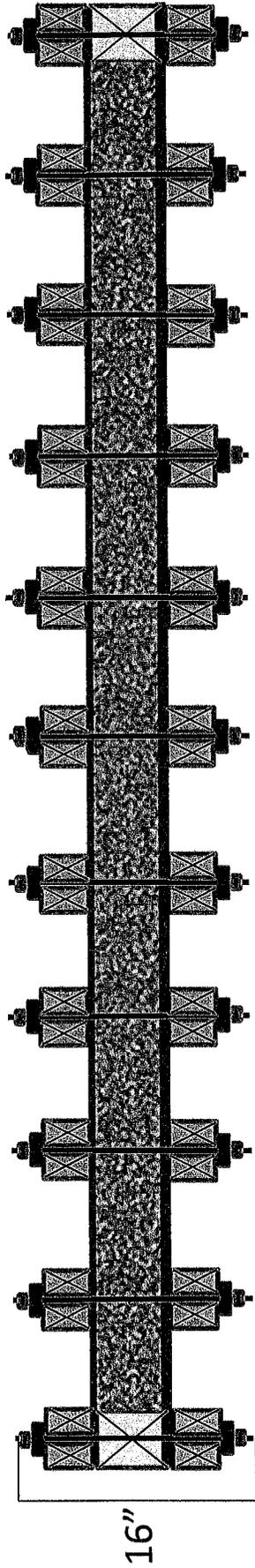
- Used by US Military
- Used by SIG SAUER
- Geometric Structure

Disadvantages;

- Cost
- UV Degradable
- Mold Growth
- Large Footprint

SIG Range 11/16/2011

Proposed Design



Note: Each 20 ft. panel will weigh ~10,000 pounds when filled with pea gravel.

Sound Transmission Class

Sound Transmission Class (STC) is a single-number rating of a material's or an assembly's ability to resist airborne sound transfer at the frequencies 125-4000 Hz. In general, a higher STC rating blocks more noise from transmitting through a partition.

STC can be increased by :

- ✓ Adding Mass
- ✓ Increasing or Adding Airspace
- ✓ Adding adsorptive material within the partition

Source: <http://www.stcratings.com/index.html>

Sound Measurements

A decibel (dB) is a logarithmic unit that indicates the ratio of the energy level of a sound relative to a specified or implied reference level. A ratio in decibels is ten times the logarithm to base 10 of the ratio of two power quantities. Thus a difference of 3 dB between two sounds means that the louder sound has twice the intensity. A difference of 10 dB means that the louder sound has 10 times the intensity. Psychoacoustically, a sound that is 10 dB more intense is perceived as two times as loud. A difference of 3 dB is barely perceptible.

Source: "A Guide to Noise Control in Minnesota"

Change in Sound Levels

| <u>Change in Sound Level</u> | <u>Perceived Change to the Human Ear</u> |
|------------------------------|--|
| +/- 1 dB | Not Perceptible |
| +/- 3 dB | Threshold of Perception |
| +/- 5 dB | Clearly Noticeable |
| +/- 10 dB | Twice (or Half) as Loud |
| +/- 20 dB | Fourfold (4x) Change |

Source: "A Guide to Noise Control in Minnesota"

Transmission Losses (TL)

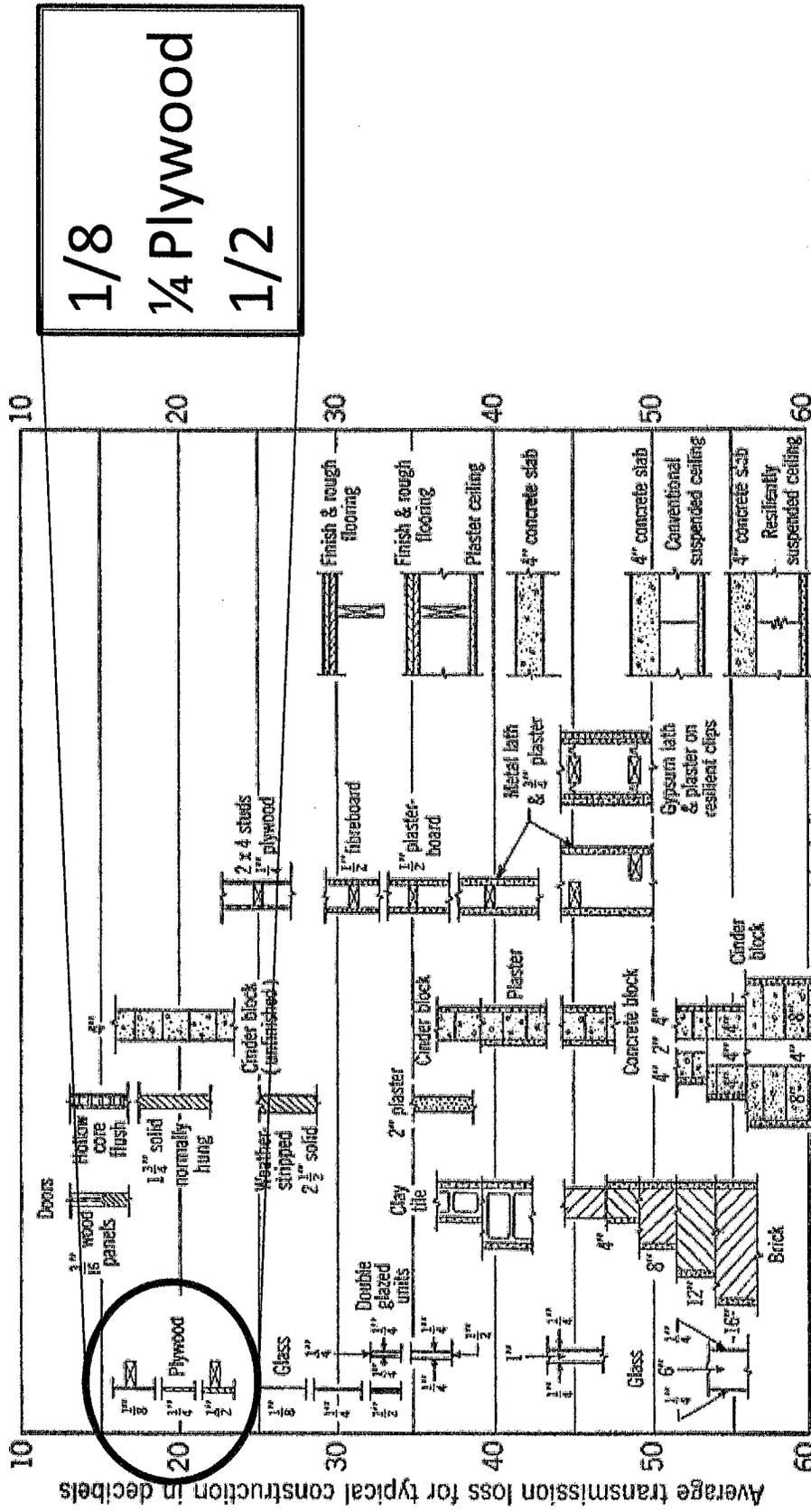
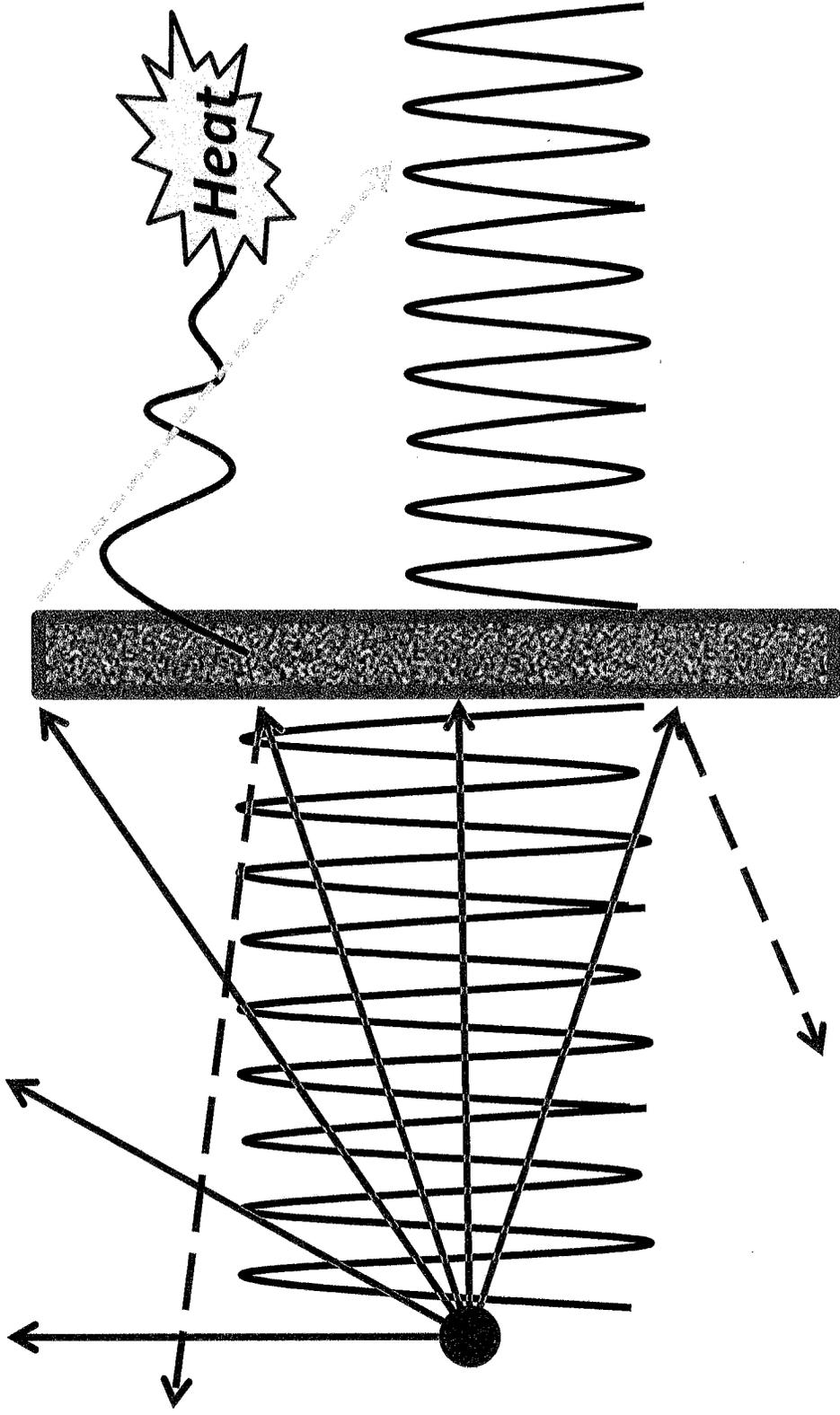


Fig. 10.27. Average transmission losses (TL) for various structures constructed as shown. In compiling this chart, it was assumed that no flanking paths exist. That is to say, all the sound arrives in the receiving room through the panel and not via alternate paths.

Source: Acoustics by Leo L. Beranek

Transmission Loss Goal $\geq 10\text{dBA}$



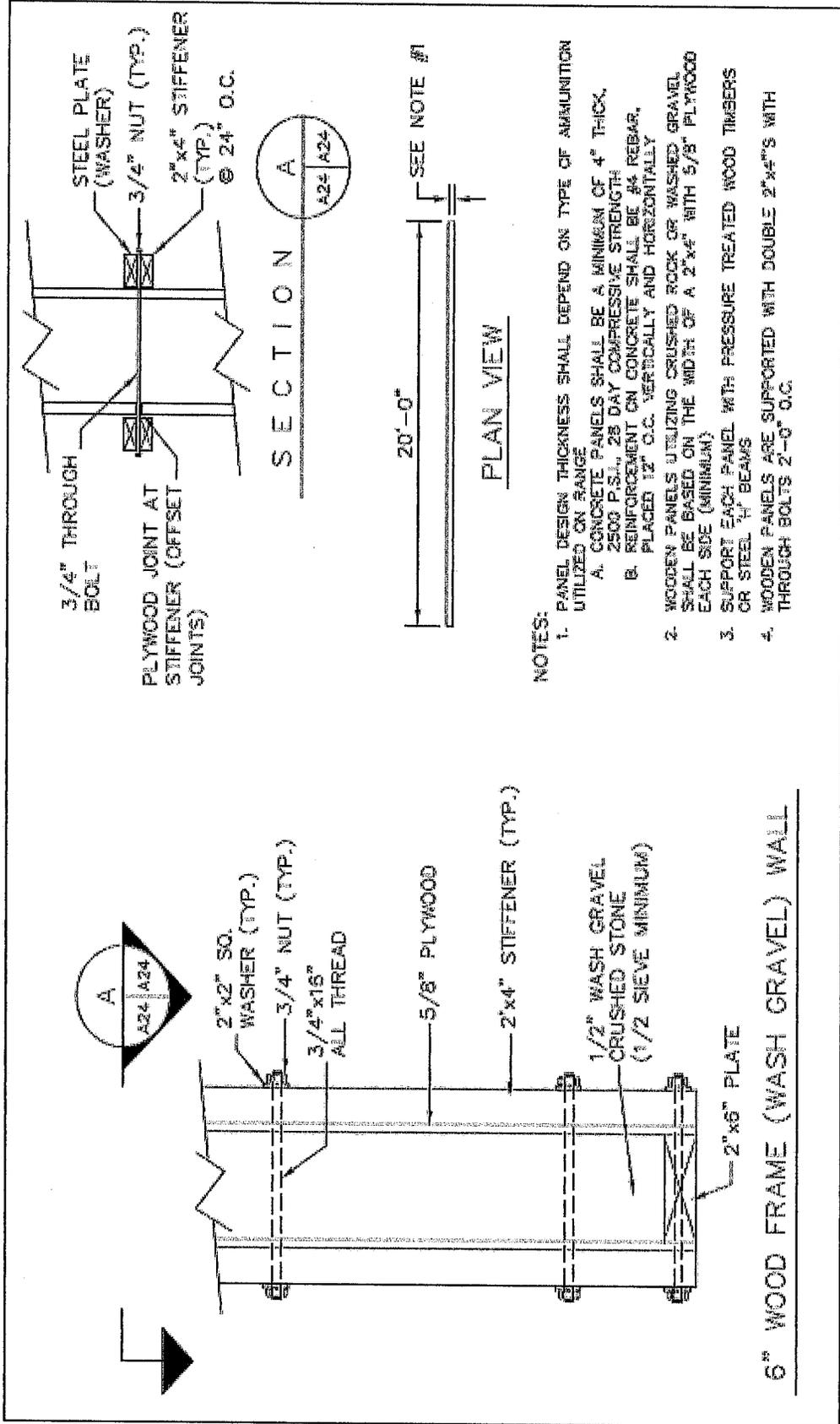
Note: A 10dBA reduction in sound = a psychoacoustical reduction of 50%

Historical Measurements (3/29/2011)



Note: Measurement from 30.06 rifle, no leaves, wind WNW ~10mph, Temp 35-40 °F

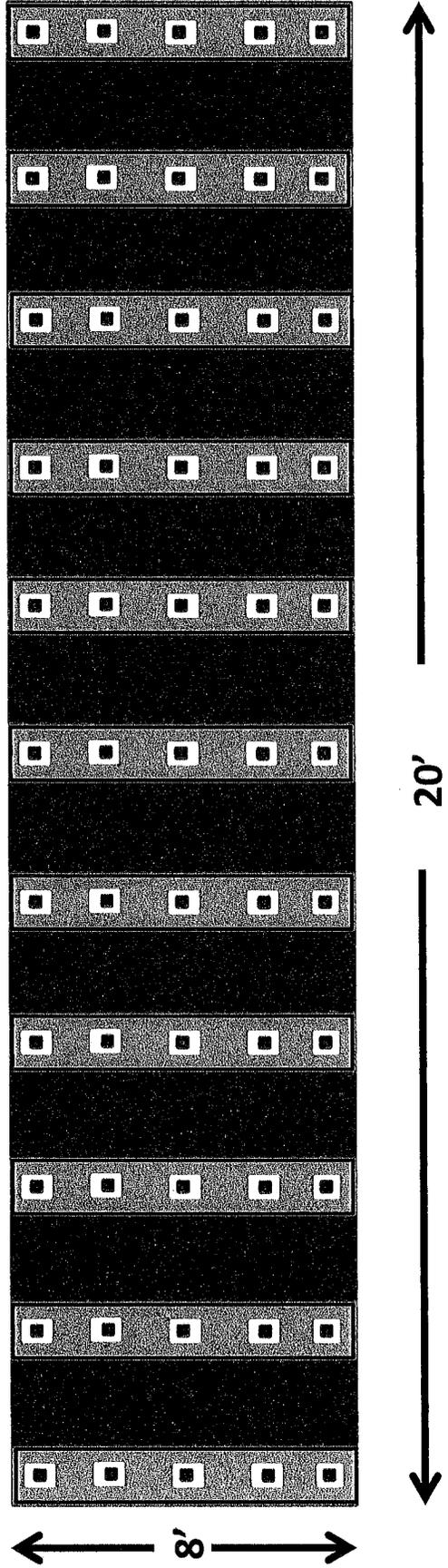
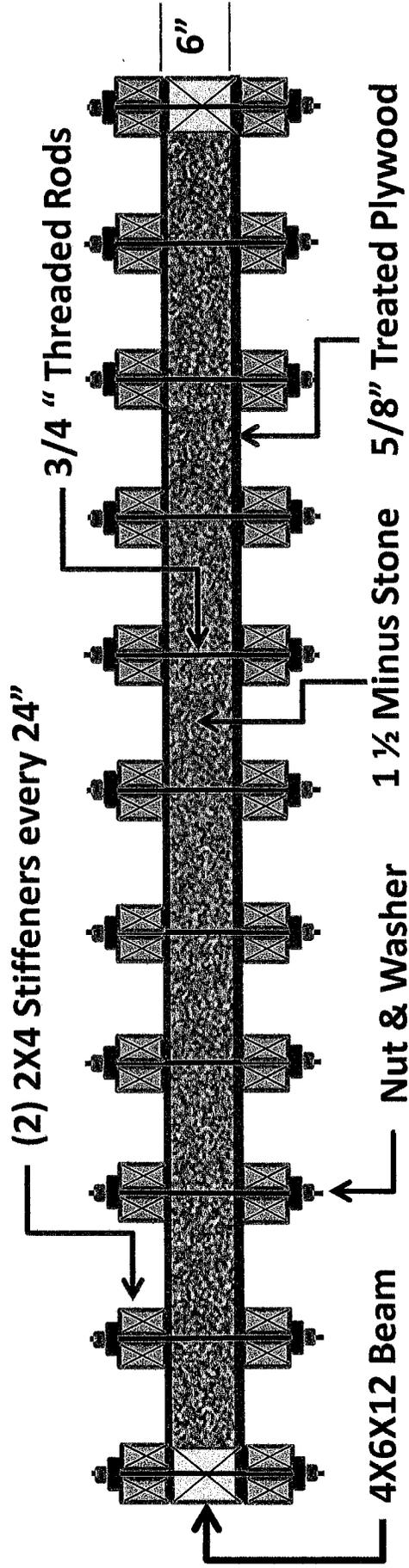
NRA Barrier Design



6" WOOD FRAME (WASH GRAVEL) WALL

| | | | |
|------------|----------------|----------------------------|----------|
| DRAWING | DES. BY S.B.D. | WOOD WALL SECTION | |
| | BY N.R.A. | NATIONAL RIFLE ASSOCIATION | |
| DATE 12/87 | | NO. | REVISION |
| 1-24 | | | |
| | | C.A.D.D. COORDINATION | 5/98 |
| | | | C.V. |
| | | | DATE |
| | | | BY |

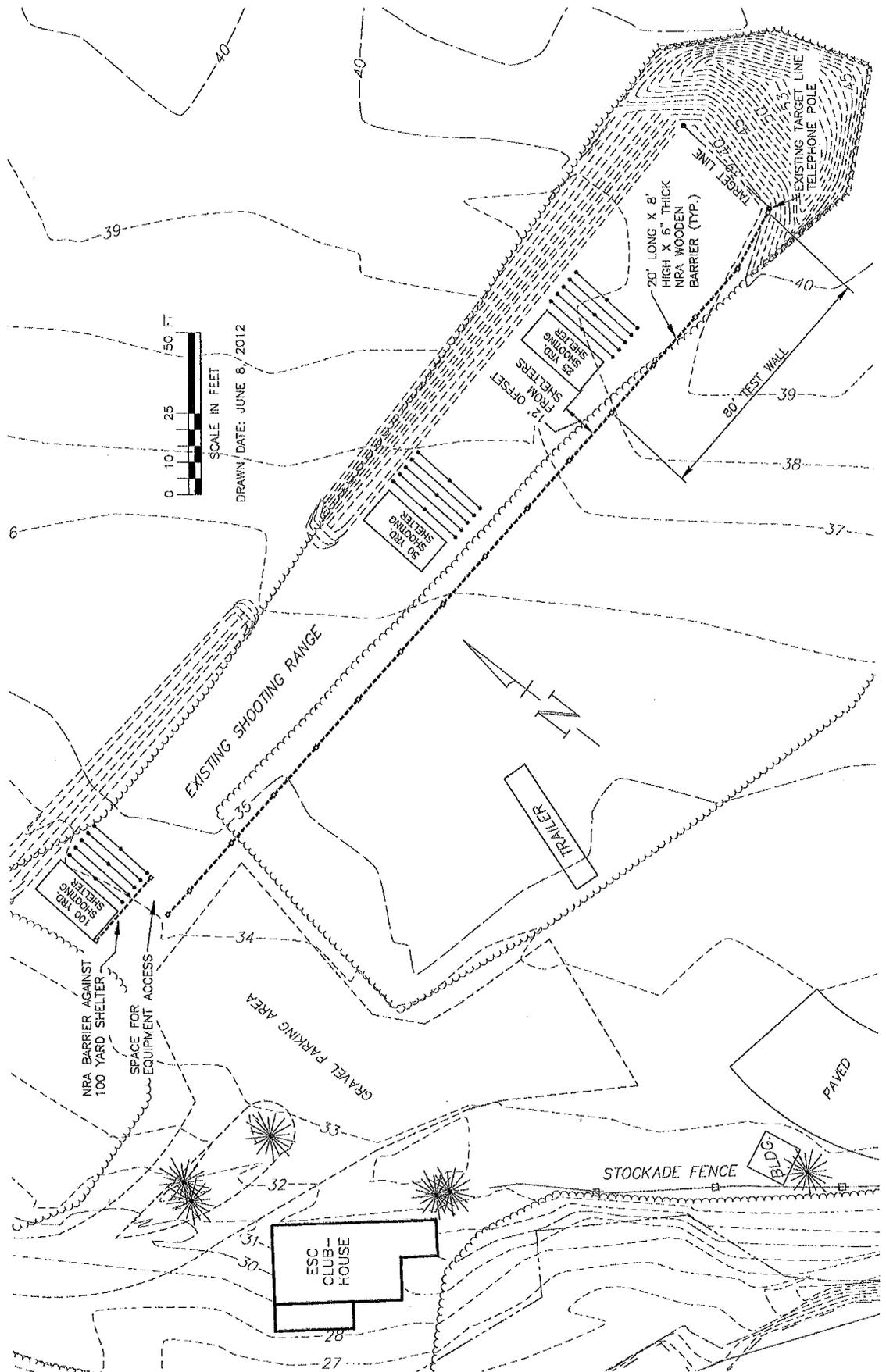
NRA Barrier Design



Material List

| Item | <u>Length</u> | <u>Width</u> | <u>Thick</u> | <u>Qty</u> |
|------------------------------|---------------|--------------|--------------|------------|
| Barrier | 300 | 8 | 0.5 | |
| Plywood (Pressure Treated) | 8' | 4' | 5/8" | 150 |
| 2x4x8 (Pressure Treated) | 8' | 4" | 2" | 300 |
| 3/4"x16" Bolt (all thread) | | | | 750 |
| Square Washer (2" X 2") | | | | 1500 |
| 3/4" Nut | | | | 1500 |
| 2x6x20 (Pressure Treated) | 20' | 6" | 2" | 15 |
| 4x6x12 (Pressure Treated) | 12' | 4" | 6" | 16 |
| Pea Stone (yd ³) | 300 | 8 | 0.5 | 44 |

Exeter Sportsman's Club, Inc.

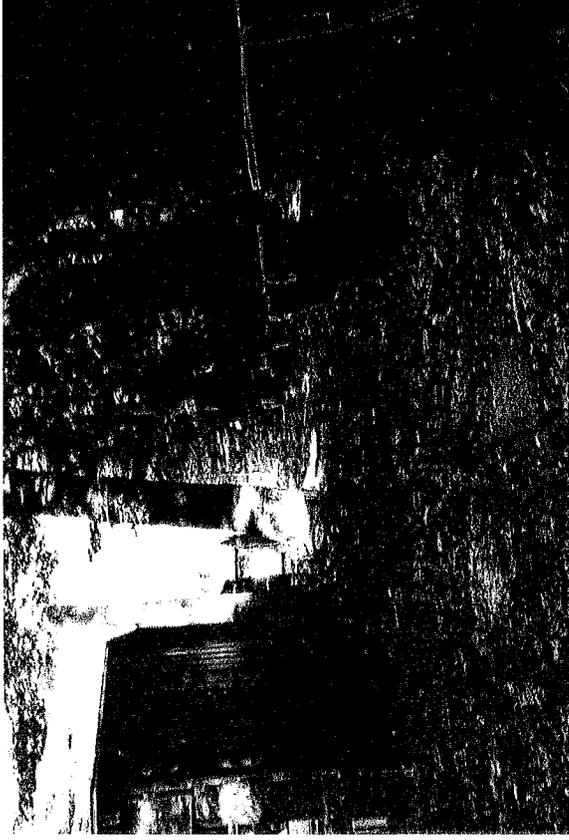


Backstop Access

Current:



Proposed:



Note: Entire proposal must be approved because access to service the backstop as required by the environmental plan would be compromised,

Can Trees Be Planted to Act as Noise Barriers?

Vegetation, if it is high enough, wide enough, and dense enough that it cannot be seen over or through, can decrease highway traffic noise. A wide strip of trees with very thick undergrowth can lower noise levels. 30 meters of dense vegetation can reduce noise by five decibels. However, it is not feasible to plant enough trees and other vegetation along a highway to achieve such a reduction. Trees and other vegetation can be planted for psychological relief but not to physically lessen noise levels.

Source: http://www.fhwa.dot.gov/environment/noise/noise_barriers/design_construction/keepdown.cfm

Construction Phases

- **Phase 1**

Construction of four (4) 20ft. wall sections to develop construction processes and validate the designs ability to meet the sound mitigation objective

- **Phase 2**

Tree removal, leveling of service way, and construction of the remaining 100 yd. wall sections.

- **Phase 3**

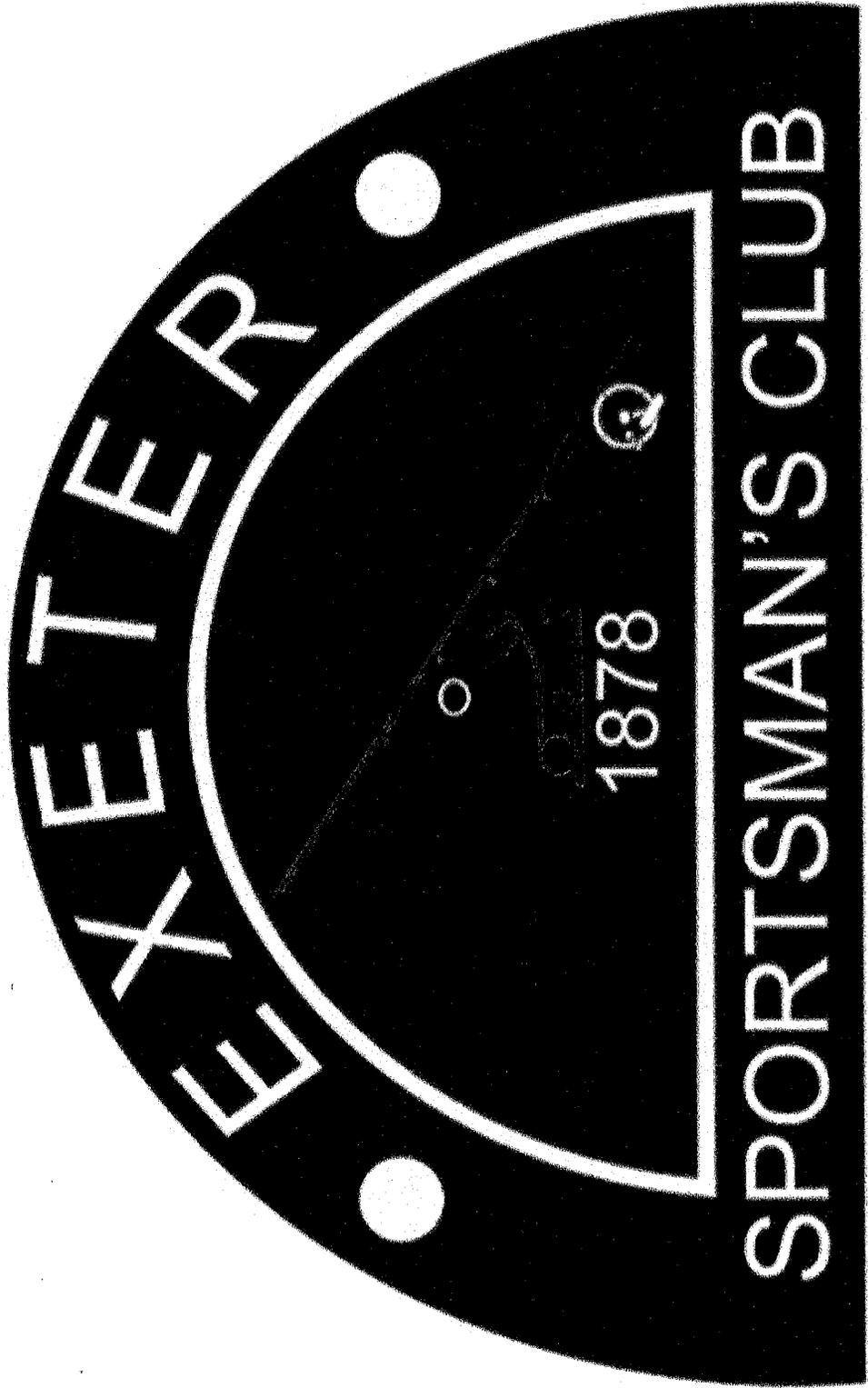
Plant as many trees as was removed, of the same type, in as close a proximity as practical.

Summary

- Need PB approval to construct 80' test barrier
- Need PB approval for the complete 300' barrier
- Need PB Approval to remove trees as necessary
- ESC agrees to plant as many trees as removed

Bibliography

| Source | Acronym | Title |
|-------------------------------------|---------------|--|
| US Army Core of Engineers | USACERL | An Investigation of Small-Arms Range Noise Mitigation: The Firing Shed and the Interlane Barrier |
| | USACERL | Development of a Muffler for Small Arms Range Noise Mitigation |
| | SARNAM | Small Arms Range Noise Assessment Model |
| PA Army National Guard | PAARNG | Noise Management Plan |
| US Navy | | RANGE FACILITIES AND MISCELLANEOUS TRAINING FACILITIES |
| US Air Force | HQ AFCESA/CEO | Engineering Technical Letter (ETL) 11-18: Small Arms Range Design and Construction |
| | USACHPPM | SUGGESTED PROCEDURES FOR HANDLING AND RECORDING NOISE COMPLAINTS AT MILITARY INSTALLATIONS |
| National Rifle Association | NRA | The NRA Range Source Book |
| National Shooting Sports Foundation | NSSF | Sound Attenuation Berms, Baffles and Backstops Your Range, Your Image, Your Future Guide to community relations at shooting ranges |
| C. Vargas & Associates, LTD. | | NSSF Consultant on Noise, Noise Abatement and Range Design |
| Department of Energy | DOE | Range Design Criteria |
| Scott D. Hanson | | Hanson Consulting |
| Leo L. Beranek | | Acoustics published by Acoustical Society of America |





TOWN OF EXETER, NEW HAMPSHIRE

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www.town.exeter.nh.us

September 7, 2012

Ironman Fitness
Attn: Angie Dumont
1 Rockingham Street
Exeter, NH 03833

Dear Ms. Dumont:

It has been brought to our attention that Apple Bottom Fitness has included Swasey Parkway as a location for your fitness program. The Swasey Parkway Trustees' rules and regulations require that permission be granted prior to use; however, they do not permit for-profit organizations to use the parkway.

We ask that you remove the Swasey Parkway from your location option from your website. In the future, we ask that if you would like to use any Town properties for non-profit function, please complete an application that can be found on the Town website.

If you should have any other questions, please feel free to contact me at 603-773-6102.

Sincerely,

Russ Dean
Town Manager