

Board of Selectmen Meeting
Monday, November 18th, 2013, 7:00 p.m.
Nowak Room
10 Front Street, Exeter, NH

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

1. Call Meeting to Order
2. Public Comment
3. Minutes & Proclamations
 - a. Regular Meetings: November 4th, 2013
4. Appointments
5. Discussion/Action Items
 - a. New Business
 - i. Greater Downtown TIF Update
 - ii. Discussion: Sidewalk Capital Reserve Fund
 - iii. FY14 Budget Updates/Discussion
 - iv. Cell Tower Lease – Simpson Property
 - b. Old Business-
 - i. High Street Speed Limit 2nd Reading
6. Regular Business
 - a. Bid Openings/Surplus Declarations
 - b. Tax, Water/Sewer Abatements & Exemptions
 - c. Permits & Approvals
 - d. Town Manager's Report
 - e. Legislative Update
 - f. Selectmen's Committee Reports
 - g. Correspondence
7. Review Board Calendar
8. Non Public Session
9. Adjournment

Don Clement, Chairman
Board of Selectmen

Posted: 11/15/13 Town Offices, Town Hall, Website, and Departments

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

Meeting agenda is subject to change.

Draft Minutes

Exeter Board of Selectmen

November 4, 2013

1. Call Meeting to Order

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

2. Public Comment

None.

3. Minutes & Proclamations

a. Regular Meeting: October 21, 2013

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Gilman to accept the minutes of the October 21, 2013 BOS meeting as respectfully submitted by Nicole McCormack, recording secretary. Motion carried – all in favor.

No proclamations.

4. Appointments

No appointments.

5. Discussion/Action Items

a. New Business

I. Great Dam Report – Exeter River Committee

Lionel Ingram thanked all the agencies involved in funding including CDES, USEPA, NOAA, Gulf of Maine counsel, and the Town of Exeter. He also thanked the work group led by Mimi Becker, saying the group worked well together. He thanked Weston & Sampson, Kleinschmidt Association, Field Geology Services, and Tom Ballestero, PhD. He thanked the citizens for their suggestions.

Mimi Becker gave a PowerPoint presentation on the Great Dam Removal Feasibility and Impact Study. She said the big picture objective from the Town of Exeter is to respond to the letter of deficiency issues from July regarding dam safety. The big picture objective from the River Committee is to evaluate feasibility impacts and cost to inform the decision process. She went on to talk about the next steps which include solution selection, identifying how to fund the selection, and implementation. The primary issue is to meet dam safety requirements, which are not being met currently. She talked about the 50 year flow and gave a history of previous activities dealing with the dam. The purpose of the current study is to focus on dam removal. She gave different views of the dam including aerial, upstream and downstream.

The alternatives considered are as follows: Alternative B-dam removal, Alternative F-partial removal, Alternative G-stabilize in place, and Alternative H-dam modification. If the dam is removed everything goes which would cause some significant changes upstream. If the dam is partially removed, it would leave an impoundment above the dam. It would remove the fish weir and a new fish bay would have to be installed. If the dam was stabilized, they would retain the spillway, fish weir and abutment but would have to drill across the dam and insert bundles of steel cable and fill with concrete which would anchor it. It would not deal with flooding or water quality issues upstream. If the dam was modified, they would remove the existing grate and would have to put in the same anchors as with the stabilization.

Ms. Becker talked about cost including operation and maintenance and gave numbers in millions. Possible fund sources include NOAA, NH Fish and Game, NHDES, FEMA, NRCS, and NH State Conservation Commission. Most funding sources support Alternative B the most. Funding sources to assist with alternatives to dam removal are much less money. She went on to talk about decision process approaches. The BOS decision needs to be on the ballot by 2015. There is a continuing need to keep the public informed and keep this issue on the River Committee agenda. There are some extensions BOS will have to file if they are not ready to make a decision for the 2014 ballot.

Selectman Ferraro thanked the River Committee for their work. He asked if there is some funding that will give up to 50% of funds for dam removal. Eric Hudgens, from NOAA, said NOAA has been known to provide up to 75%.

An Exeter resident asked what the down sides are for removing the dam. Ms. Becker said there will be less water in the river upstream, the river channel will shrink, the wetlands will be impacted, and there will be limitations on recreation. There will not be much effect on the river downstream with the exception of some possible sediment. Vice Chair Chartrand said he is concerned about the economic impact in dam removal. Ms. Becker said there will be a huge look at the historic importance before removal.

There was discussion about Alternative F being removed from the list and Vice Chair Chartrand asked why. Paul Vlasich, Town Engineer, answered partial removal leaves a dam that is a foot and a half and it is a lot of cost for such a small area to be left.

Eric Walyresak, Exeter resident, asked if this can get on the ballot for March 2014. Chairman Clement said that is too soon.

Nelson Lourenco asked what effects and standing water would have on the EEE situation in Exeter. Ms. Becker answered the river will continue to run and there will not be much standing water. She said EEE was not a topic of concern when coming up with the alternatives.

Brian Griset commented saying the dam has been altered four times and each time that has impacted the impoundments and wetlands. He talked about new Obama administration regarding infrastructure. He is concerned about the time frame and deferring until 2015. There are over 200 properties that have been flooded over the years. He said people are waiting for a resolution. He doesn't think the decision should be based on strictly cost and talked about all the negative impacts of keeping the dam.

Chairman Clement said they are looking closely at the dam issue because they only have one shot to make a decision. Mr. Dean said the town has been working with Dana Bisbee and he has been in contact with the Mill. Selectwoman Gilman said she wants to know more about the flashboard system. Pete Walker from VHB said the system is an inflatable system that lifts steel flashboards. He explained how the system works. They have to be assured that the gates can be lowered in an emergency even with no power. Selectwoman Gilman reminded that you will not see the structures with the water flowing over it.

Jim Weber, from the DES Dam Bureau, said they ultimately do not have an answer for what will happen. They are looking to the town for suggestions. They started this process thirteen years ago with a letter of deficiency. They have had to sandbag the dam several times over the years. There is an emergency here. Sandbagging may not always work. The DES is expecting a formal letter from the town with suggestions and a time frame for DES's approval.

Chairman Clement thanked the River Committee on the BOS's behalf. Vice Chair Chartrand said they would take this info and schedule another discussion. Mr. Dean has a conference call schedule with Mr. Bisbee and he said he will ask for his time frame during that call.

Chairman Clement called for a two-minute recess to allow those in attendance to depart.

II. Sportsmen's Club RAP

Mr. Dean briefed his memo that he included in the packet which talked about a meeting himself, Chairman Clement, Ken Berkenbush, Butch York and two other reps from the Sportsmen's Club had. During the meeting they discussed items 1, 2, and 3 of Phase I of the RAP. He said they are waiting to hear back from the Club in regards to cost proposals for the fill and then he will know what the financial picture looks like and how much is needed.

Chairman Clement said there is a letter (included in packet) from Mr. John Regan from the Hazardous Waste Management Bureau, which was also discussed. They did not discuss that there will need to be URS sound testing done. As they move forward, the sound testing will be done by someone at URS. He went on to talk about costs, saying it will cost \$3500 for the clay targets to be removed.

Chairman Clement went on to say they have a dialogue. They have to get through Phase I. Vice Chair Chartrand said he does not want the town to get entangled in any future environmental liabilities with the Club. He wanted to make sure the money discussion was based solely on consulting and moving soil. Chairman Clement said they are still talking about who will be paying for the soil removal. Selectwoman Gilman asked if they are still waiting on the Club's numbers. Mr. Dean said yes, that is why it was put on the agenda, just to update the Board.

Jim Simillion, an Exeter resident, asked the Board how they interpret Paragraph 20 in the lease. He said it seems clean that the town is protected because of Paragraph 20. Chairman Clement said any questions on indemnification are submitted to legal. Marybeth Wilson, an Exeter resident, said she thought the Club was going to pay for the removal of the clay targets. Chairman Clement said they are talking about that. Len Benjamin made a comment about paying in accordance with the lease, adding the clay pigeons in the ground is not illegal but they did it, they should clean it up and pay for it. Chairman Clement said the Club will pay for the berm but they have not committed to anything else in terms of costs. Sue Ratniff was concerned that town money is being spent on the Club and Chairman Clement said it has been for years. Beth Brosnan asked if neighbors can be a part of the sound testing, adding it will be beneficial to add more info. Chairman Clement said Mr. Dean will run it by Mr. Berkenbush. Selectman Ferraro said it was discussed that the neighbors be a part of that. Linda Beck said what is done now will set a precedent for future clean-ups.

A Motion was made by Selectman Quandt and seconded by Vice Chair Chartrand to move the order of the agenda and have the High Street reading go before RSA 79-E review. Motion carried – all in favor.

b. Old Business

I. High Street Speed Limit Ordinance Reading

A Motion was made by Selectman Quandt and seconded by Selectman Ferraro to open a public hearing on Amendment to Town Ordinance 203 - 25-Miles per Hour. Motion carried – all in favor.

Chairman Clement read the amendment to the ordinance. He turned it over to Chief Kane for his report on the issue.

Chief Kane said he conducted a stealth speed survey on High Street in June. There were 33,730 cars that he collected data on with an average speed of 31.29 mph. He also looked at accidents on High Street, saying there have only been two in 2013. There have been 535 motor vehicle stops on High Street in 2013. He went on to give the theory used when setting a speed limit. High Street should be set at 30 mph based on the theory. He talked a new piece of equipment that was purchased to help lower speeding cars. It is a digital speed printout that collects data. He thinks they should give the equipment a try before changing the speed limit, adding everything stat wise is right where it should be. Selectman Quandt asked if the new equipment records and sends tickets in the mail. Chief Kane answered no; it does not take any pictures or anything. He said he bought a mount for it as well, so it can be moved around. Selectman Quandt asked what the best direction for the sign should be. Chief Kane said he can change it around.

Mr. Dean said he is thinking of doing a 6-9 month trial for the equipment and then see where they are and bring the issue back at that time.

Jason Proulx, a High Street resident, thanked Chief Kane for his report. He understands the theory explained but said there are other communities that use other theories. He said there are a lot of pedestrians on High Street and the crosswalks are impossible to use. He likes the idea of the new equipment but would like it in a more permanent area. High Street is the only main street leading into downtown that is not 25 mph. Selectman Ferraro said this is a permanent amount of time. He said others in town will want a sign for their road.

Vice Chair Chartrand asked if this can go on the agenda in 6-9 months. Chairman Clement said since the readings have already started, he would like to get subsequent readings and then vote. He would like to schedule a second hearing.

Jeff Carey, of High Street, said he would like to echo Mr. Proulx's concerns. He said it is dangerous to get out of his driveway and wants to lower the speed limit so people might drive 30 instead of 35 mph. Brian Grisette talked about signage on crosswalks. Selectwoman Gilman spoke as a High Street resident, saying she agrees with Mr. Proulx on the mph but agrees with Vice Chair Chartrand on wanting to see data.

A Motion was made by Selectman Quandt and seconded by Vice Chair Chartrand to close the public hearing. Motion carried – Quandt, Clement, Chartrand, Ferraro aye, Gilman abstains.

a. New Business

III. RSA 79-E Review

Mark Manganiello, a UNH intern working for Exeter, went over his power point provided in the packet about RSA 79-E. He said he could not find any legislative intent on defining "Downtown", "Municipal Center", and "Town Center". He said they went from 11 potential

districts down to four. The warrant article will be changed to reflect that. He talked about the four remaining districts, which include C1-Central, C1-Lincoln, C1-Portsmouth Ave, and WC-Water Front Commercial. Chairman Clement asked if there was correlation between structures and businesses. Mr. Manganiello said one structure can be multiple businesses. Chairman Clement asked what the next step is. Mr. Manganiello answered the next step is for the BOS to support the warrant article. A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt that the Board of Selectmen place 79-E on the warrant article as written in the revised language for the warrant article as presented by Mr. Manganiello. Motion carried – all in favor.

6. Regular Business

a. Bid Openings/Surplus Declarations

None.

b. Tax, Water/Sewer Abatements & Exemptions

None.

c. Permits and Approvals

An application was submitted for use of the Town Hall by the Exeter Parks and Rec for a play December 20-22. A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to accept the application. Motion carried – all in favor.

An application was submitted for use of the Town Hall Stage for a music recital on December 1. A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to accept the application. Motion carried – all in favor.

An application was submitted for use of the Tall Hall by the Oyster River Players for a play January 4-12, 2014. A Motion was made by Selectman Quandt and seconded by Selectman Ferraro to accept the application. Motion carried – all in favor.

An application was submitted for use of the Town Hall by the Oyster River Players for a play May 10-18, 2014. A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to accept the application. Motion carried – all in favor.

An Application was submitted for use of the Town Hall by the Oyster River Players for a play July 5-13, 2014. A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to accept the application. Motion carried – all in favor.

An application was submitted for use of the Town Hall by the 375th Committee for movie night on November 15, 2013. A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to submit the application. Motion carried – all in favor.

There is a request by Tonry Farm for a Christmas Tree sign. They have placed this sign there in previous years. It will be out November 28-December 22. A Motion was made by Vice Chair Chartrand and seconded by Selectman Quandt to allow the sign. Motion carried – all in favor.

d. Town Manager’s Report

Mr. Dean talked about the following:

- A benefit fair at the Town Hall last week. Everything went well.
- A request from a wireless provider to put a tower at the Simpson property. There is a proposed lease but they are still looking at the particulars.
- He wanted to thank Parks and Rec for pulling together the Halloween Parade.
- He wanted to acknowledge the Field Hockey team for winning the championship.

e. Legislative Update

Selectwoman Gilman talked about the Medicaid expansion.

f. Selectmen’s Committee Reports

Selectman Ferraro reported Planning Board met. There was a discussion about the Sportsmen’s Club lights being installed.

Vice Chairman Chartrand decided to forgo his report because of the late hour.

Selectwoman Gilman decided to forgo her report because of the late hour.

Selectman Quandt had nothing to report.

Chairman Clement reported the River Study met.

j. Correspondence

Chairman Clement talked about the following correspondence:

- Important Dates for the 2014 Annual Town Meeting

- A letter from Health Trust enclosing the medical program renewal rates for the period of 1/1/14 through 12/31/14
- A letter from DES
- A letter from Rockingham Planning Commission
- A letter of thanks from Big Brothers Big Sisters
- A letter from Susan Studlien, Director at the Office of Environmental Stewardship

7. Review Board Calendar

The Board's next regular meeting will be on the 18th of November.

8. Non Public Session

A Motion was made by Selectman Quandt and seconded by Vice Chair Chartrand to go into a non-public session under RSA 91-A for the outstanding water/sewer bill. Selectman Ferraro objected, saying it should not be non-public. He said this is a public request for a fee waiver, as the person of subject has spoken of the issue in a public session. Selectman Ferraro said this matter has a non-public domain. Chairman Clement said there have been negotiations and information that has not been public. Motion carried – Quandt, Gilman, Clement, Chartrand aye, Ferraro nay.

The Board emerged from non public session. Motion by Chartrand to seal the minutes until action is completed. Second by Gilman. Motion carries.

Motion by Vice Chair Chartrand to adjourn seconded by Gilman. Motion carries. Board is adjourned at 10:45 p.m.

Respectively submitted,

Nicole McCormack
Recording Secretary

DRAFT # 1

Downtown Tax Increment Finance District
(Exeter NH)

Development Program and Financing Plan
October 24, 2013

REVIEW DRAFT 1 10/28/13

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REVIEW DRAFT 1 10/28/13

I. Introduction

The Exeter NH Board of Selectmen hereby proposes establishment of the **Downtown Tax Increment Financing (TIF) District** to fund improvements intended to improve and enhance the economic vitality of the downtown area by creating new or improved infrastructure including, but not limited to, roads, traffic patterns, utilities, water distribution, sewer, parking, pedestrian ways, lighting, sidewalks and urban amenities necessary to retain, attract and advance desirable mixed use development and private investment in the downtown / central business district of the Town of Exeter. This particular area of Exeter has potential to contribute more significantly to the Town's tax base, employment base and quality of life through expanded positive economic growth and development. The area has remained largely unchanged over the past several decades, and has experienced some decline consistent with national trends of commercial retail and business office sectors shifting away from downtown centers. Stimulating mixed use development and reinvestment in this area will provide needed taxable assessed valuation, business revenue, employment opportunities and public amenities within the proposed district that will directly benefit the community far into the future. The purpose of this Development Program and Tax Increment Financing Plan is to establish a District in compliance with the provisions of New Hampshire RSA 162-K:6, 162-K:9 and 162-K:10. Specifically, these statutes require:

- Municipal adoption of a development program as a condition of establishing a TIF District. (RSA 162-K: 6).
- Municipal adoption of a development and financing plan that allocates use of tax increments for project costs, retirement of bonds and notes, operation, maintenance and improvements in the district and for general municipal purposes (RSA 162-K:9 and K:10).

II. Objectives

The objectives of this Development Program and TIF Plan are to:

- Create new or improved infrastructure needed to stimulate and sustain economic development including, but not limited to, roads, improved traffic patterns, public parking, power distribution, water distribution, sewer, storm water management, parking, pedestrian ways, lighting, and sidewalks;
- Improve pedestrian and bicyclist safety;
- Create traffic calming and improve traffic flow, management and safety;
- Stimulate development or redevelopment of commercial and residential property that will provide new retail and office space, cultural and performance venues, a mix of residential housing opportunities, professional services, conference and hotel services, restaurants or other businesses consistent with a vibrant downtown;
- Expand the property tax base;

- Create new, expanded and enhanced employment and earning opportunities for area residents;
- Attract consumers from within and from outside the community to patronize existing and new business in the downtown as well as in other areas of the community; and
- Stimulate other businesses to locate or expand within the community.
- Revitalize the central, historic area of Town.
- Create an environment to spur business attraction and redevelopment within the central downtown area.
- Increase the amount of developed square footage within the district at a more rapid pace than would otherwise occur.
- Increase the commercial tax base of the central downtown area at a more rapid rate than current zoning has realized.
- Encourage development opportunities outside the boundaries of the TIF District.
- Create a funding mechanism for improvements within the downtown area to address a variety of issues as identified in the Exeter Master Plan including:
 - Sidewalks, connectivity, and traffic flow
 - Safety improvements for pedestrians, bicyclists, and vehicles.
 - Traffic calming measures.
 - Parking
 - Roadway and traffic signage.
 - Lighting
 - Street trees, additional green space and landscaping
 - Streetscape furniture such as benches, waste bins, recycle bins, information kiosks, etc.

III. Proposed Improvements

Since the late 1990s, multiple needed and desirable improvements have been identified for the downtown area. Deteriorating sidewalks and curbs, inadequate signage, dangerous crosswalks, aged and damaged street trees, inadequate and poorly located street furniture, unattractive utility poles with haphazard service connections, and inadequate parking and traffic circulation issues are among the key concerns that have been identified as detriments to the overall vitality of the area.

The following list of projects are seen as key to areas requiring attention in an effort to preserve, enhance, revitalize and upgrade the downtown area: (See Appendix X for NHDOT data regarding traffic counts and location of traffic

recorders for downtown Exeter.)

1. Crosswalk and Traffic Calming Improvements:

There are 26 crosswalks within the Central Area TIF district. Many of them are challenging to navigate safely, especially for children and individuals with mobility issues. Each crosswalk will

be evaluated for safety & accessibility and a list of necessary improvements as required for each will be developed. Improvements will be made based upon availability of funds, associated private investments in the area and level of safety considerations. Improvements may include bump-outs, re-alignment, relocation, signage, signalization, and other specific solutions intended to ensure the pedestrian and operator safety. A budget estimate of \$5000 per intersection is considered reasonable since only a few will likely require significant physical changes and TIF dollars will be utilized primarily to leverage other private and public investment
Estimated Cost: \$130,000.00

2. Signage and Street Furniture:

- Signage: Exeter's downtown is the confluence of three state routes, 108, 27, and 111, yet there is no signage indicating those routes. Clear, distinct signage for state routes and town sites should be provided. Additionally, once in Town, there is no directional business, service or facility signage for visitors. A coordinated informational and directional signage package which includes kiosks and other methods to display information is needed. A budget estimate of \$50,000 is considered reasonable to accommodate 3 strategically located kiosks and a package of design / color informational / directional signs since TIF dollars will be utilized primarily to leverage sponsors and other private and public investments.

Estimated Cost: \$50,000.00

- Street Furniture & Pedestrian Amenities: Existing street furniture & pedestrian amenities (benches, bike racks, garbage and recycle bins and public restroom facilities etc.) are limited, inconsistently located, unorganized, in disrepair, and generally inadequate to support a destination based regional downtown retail environment. An inventory and assessment of these elements will be completed and a plan for new, replacement, or upgraded furniture / facilities will be developed. A budget estimate of \$75,000 is considered reasonable to accommodate structured / strategic replacement / upgrade effort that will be undertaken utilizing TIF dollars to leverage sponsorships and other private and public investments.

Approximate cost: \$75,000.00

3. Overhead Utilities:

Overhead utility lines throughout many downtown areas present a visual "spaghetti" to those who visit or live or work in the downtown. The network has grown incrementally with little apparent consideration to the impact on the visual aesthetics of the Town's Central Business District. A utility assessment will be conducted in order to secure guidance and direction to prioritize and undertake reconfiguration of the most offensive or deficient portions of the overhead utility network. A long term plan will be developed that focuses on a sensible, affordable approach that can be implemented in conjunction with development / redevelopment within the downtown and integrated with scheduled repair/replacement/ upgrade programs undertaken by the utilities themselves. An initial budget estimate of \$200 per utility pole is

considered reasonable since TIF dollars will be utilized primarily to leverage other utility company investment and other private and public investment.
Estimated Cost: \$XXXX

4. Sidewalk, Drainage, Curbing & Lighting,

Sidewalks throughout the downtown area are in significant disrepair; many are riddled with patches from past repairs. Curbing is buried so that in many cases reveal is inadequate and there are broken sections in many places as well; since curbing is an essential component of the downtown storm water drainage system, continued deterioration of curbing will increasingly contribute to drainage problems unless replacement / upgrading is undertaken in the future. Lighting throughout the area is largely old and, while utilitarian does no contribute to the atmosphere and ambiance that will enhance the desirable and competitiveness of the area as a commercial retail destination. The budget for improvements in this area is provided as a place holder only; a detailed budget will be developed in consultation with the Town Department of Public Works and the Electric Utility so that projects can be identified and initiated quickly and rationally so that TIF dollars will be utilized primarily to leverage other planned municipal or utility company investments along with and other private and public investments that may be contemplated.

Estimated Cost: \$XXXX

Other projects that may be developed in cooperation with current and future property owners, developers and other stakeholders and may include:

- Parking facilities;
- Road construction or improvements;
- Bicycle lanes;
- Street lighting and landscaping;
- Improvements to utilities and power distribution;
- Improvements to water and sewer capacity; and
- Traffic calming and vehicular safety.

The total cost of all potential projects and improvements, including planning, design and administration cannot be forecasted at the outset. Captured increment tax revenue will be placed under the control of the Town Treasurer and will accumulate in a special account designated for the Downtown TIF District until sufficient funds are available to complete a specific project or sufficient incremental tax revenue is captured to service bond principal and interest to complete a specific project. Specific projects will be presented for Town Meeting Approval by the Selectmen considering recommendations of the District Administrator and Advisory Board. The District Administrator and Advisory Board may recommend to the Selectmen & Town Meeting designed to fulfill the purpose of the District.

The Town Meeting shall determine if and when the level of captured increment in the District, combined with any other grant funds or private and public investment is sufficient to initiate a specific project. The Town Meeting may also determine that the level of captured increment in

the District alone, or in combination with any other grant funds or private investment, justifies borrowing to complete a project.

IV. Project Benefits

Economic Development Benefits

The improvements described herein are required in order to service the existing population, accommodate planned growth and help ensure long-term community sustainability and economic vitality. Improvements within the District will also benefit areas adjacent to the District and the community as a whole. The proposed improvements have the potential to create in excess of \$XXM in new property value within seven to fifteen years if 20% of the District is redeveloped. This forecast is based on a review of the development and redevelopment capability of existing properties within and adjacent to the Downtown TIF District. (Exhibit X)

The economic development objectives of the District are consistent with the Town of Exeter Master Plan which states in part:

- Develop a green space and street tree plan for downtown.
- Develop recommendations for ensuring a pedestrian-friendly environment,
- Encourage improvement of the waterfront area behind the Water Street buildings.
- Consider acquisition of additional land for providing more downtown parking
- Conduct a feasibility study for the transition/conversion to underground utilities in the downtown area.
- Identify and implement specific safety improvements for pedestrians and bicyclists especially in the downtown and school areas.
- Continue to develop, program and fund short and long-range plans for maintenance of town roads, bicycle paths and sidewalks.
- Develop a Sign Management Program to coordinate and manage all directional and traffic oriented signage.
- Review all traffic signage on each of the six main roads into Exeter to make recommendations for improvements to assist first-time visitors, novice pass-through drivers, commercial vehicles and bicycle travelers.
- Review downtown parking and crosswalks for consistency with the Manual of Uniform Traffic Control Devices.
- Support implementation of projects in the Capital Improvement Program including bridge, culvert, sidewalk, shoulder widening, intersection improvements, and other roadway improvements.

For more detail on Master Plan objectives see Appendix 1.

V. District Boundaries

A. List of Properties – Exhibit 1

The Central Area TIF district includes 145 properties, 15 of which are exempt properties as they are municipally owned, or non-profit, such as a church. Land Area and Assessed Values¹ The proposed Central TIF District (outlined in green) in Exhibit 1 includes parcels in four zoning districts. Specifically much of the proposed district is made up of the C-1 - Central Area Commercial, WC - Waterfront Commercial and R-5 – multifamily, with a very small portion being in R-2, single family residential.

The subcommittee’s objectives in determining the boundaries were to include:

- Downtown core
- Vacant lots (those most likely to be developed – circled in red),
- Historic portion of downtown, and
- Connections to neighboring areas
- Public library
- Sidewalk connections to residential areas,
- Philips Exeter Academy (PEA) and
- Downtown park areas (Swasey Parkway)

B. Valuation

The district contains approximately 38 acres, which represents approximately 0.3% of the 12,672 acres of land area in Exeter. It should be noted that the maximum allowed per RSA 162-K:5 is 5%. The total current assessed value of all property in the district excluding tax exempt properties is \$48,692,924 or 3.0 % of the total assessed value of taxable property in the Town (\$1,617,033,556).

The maximum allowable by law is 8%. Thus the district complies with the size and value standards of RSA 162-K:5.2.

A plan of the proposed District is appended as Exhibit XX.

VI. Open Space

It is anticipated that a small amount of additional open space may be set aside as a result of this initiative.

VII. Environmental Controls

In construction of any of the planned public improvements the Town of Exeter as well as any private parties will be required to comply with all appropriate environmental regulations. These regulations may include, but are not limited to any or all of the following:

- State and federal regulations regarding the protection of wetlands and floodplains.
- State standards for design of public sewer systems.

¹ Land area and assessed values are based on the Town of Exeter Assessors Database, as of DATE.

- State permits regarding soil disturbance/filling.
- State and federal regulations regarding air, water, and noise pollution.
- Applicable building codes, zoning ordinance, subdivision and site planning regulations.

VIII. Proposed Re-Use of Private Property

TIF proceeds may be utilized for the purpose of purchasing and/or reusing private property; in such eventuality, all appropriate federal and state regulations will be observed.

IX. Relocation and Displacement

The development program is not anticipated to require relocation and/or displacement of any persons, families, business concerns, or others; however, should circumstances change as the project unfolds, all appropriate federal and state regulations related thereto will be observed and complied with.

X. Proposed Operations of the District

A. Operations and Maintenance (O&M)

The added cost for operation and maintenance associated with the improvements in the envisioned projects are anticipated to be minor and will be reflected in the normal operations of the Town's Public Works Department; however, impacts associated with each specific project will be analyzed and presented in the context of project proposals.

B. Other Funding Sources

In order to reduce the amount of cost to the municipality, the Town may seek funding from other sources that may include, but are not limited to, the following:

- Community Development Block Grant Program (CDBG);
- Rural Development Grants;
- NHDES Financial Assistance Water / Wastewater Grants; and
- NHDOT Enhancement Grants

Since it is anticipated that projects will not be initiated until sufficient funds are available through accumulated tax increment, there will be no annual cost to the District. Any projects proposed by the Advisory Board and Selectmen will be presented to the Town Meeting for approval when grant and private sources are identified and / or the captured increment is sufficient to totally offset the project specific cost. Alternatively, if and when the level of captured increment in the District, combined with any other grant funds or private investment, justifies additional borrowing the Selectmen may propose bonds or other financing for Town Meeting consideration.

XI. Development Agreements

In any situation where construction of improvements within this District commences prior to accumulation of sufficient incremental value necessary to fund the specific improvements or services bonds related thereto, the Town may require the developer or developers to execute a clearly enforceable Guarantee Agreement. This agreement will require the developer(s) to pay any deficiency between the Town's actual costs for the project or, in the event the issues a bond, the actual annual cost for bond debt service and incremental tax revenues generated in the District.

XII. Impacts on Other Taxing Jurisdictions

- A. Property taxes applied to incremental assessed value in the TIF District will include the municipal, school, and county taxes currently collected by the Town. The 2012 applicable tax rates are as follows:
- Municipal: \$8.01/1,000,
 - County: 1.08/1,000,
 - Education: \$14.37/1,000,
 - State Education: \$2.46/1,000,
 - Total: \$25.92/1,000.

The State Education Tax (currently (\$2.46 /\$1,000) cannot be applied. The Tax Rate applied to the TIF District at present will be \$23.46, which is \$25.92 minus the State Education tax of \$2.46.

B. Records and Reports

Pursuant to the requirements of Section 162-K:11, the Town of Exeter annual report shall contain a financial report from the District. This report shall contain:

- The amount and source of revenue of the District;
- The amount and purpose of expenditures;
- The amount of principal and interest on any outstanding bonded indebtedness;
- The original assessed value of the District;
- The captured assessed value retained by the District;
- The tax increments received; and
- Any additional information necessary to demonstrate compliance with the tax increment-financing plan.

XIII. Estimated Cost of the Development Program

As indicated in Section III, the total estimated capital cost to initiate the envisioned projects is estimated at approximately \$XXX. This number excludes annual maintenance and operations costs. Each project will be funded separately as accumulated tax increment provides; the Selectmen, in consultation with the Advisory Committee will establish priority of funding and submit warrant artless for Town Meeting action accordingly. Projects as recommended by the Advisory Board and approved by the Selectmen will be funded with grants, private investment, accumulate captured increment, public borrowing or a combination thereof as determined appropriate by vote of the Town Meeting.

XIV. Funding Sources

The Town of Exeter intends to use multiple funding sources to complete the proposed development program as indicated above. A combination of private investment, state, federal & foundation grants, municipal appropriations and betterment / special assessments may be utilized along with any other funding sources that may be identified and successfully pursued during the life of this District.

Uses of Incremental Tax Revenues

Pursuant to RSA 162-K, the Town of Exeter will utilize incremental property tax revenues received from newly developed or redeveloped properties, and increased assessed value in the TIF District to implement the projects described in the District Development Plan. This means that, subject to the explanations and qualifications contained herein, by approving this TIF District Plan any increase in assessed value from the date of establishment of the District by Town Meeting vote and thereafter will be classified as incremental assessed value. Incremental income is gained by applying the Town property tax rate, less the State education rate, to this incremental value. As indicated in Section XII, above, this rate is currently \$23.46/\$1,000. Thus, \$1,000,000 in incremental assessed value would yield \$23,460 in tax revenue.

Financing Summary

Total Projected Cost:

Project: Crosswalk and Traffic Calming Improvements:
Estimated Project Cost: \$130,000

Project: Signage and Street Furniture:
Estimated Project Cost: \$50,000

Project: Street Furniture & Pedestrian Amenities:
Estimated Project Cost: \$75,000

Project: Overhead Utilities:
Estimated Project Cost: \$XXXX

Project: Sidewalk, Drainage, Curbing & Lighting:
Estimated Project Cost: \$XXXX

These numbers exclude annual maintenance and operations costs.

Specific projects will be identified and cost estimates provided as the Advisory Committee & Selectmen propose them for approval by the Town Meeting. Upon approval of subsequent projects for this District by the Town Meeting, this section of the Development Plan will be amended accordingly.

In any year, if the amount of the current assessed value for the District exceeds the original assessed value that excess shall be referred to as captured assessed value.

That captured assessed value shall be dedicated to first paying the amount necessary to make any required debt service payments on any bonds that may be issued. Captured assessment value beyond that necessary for this purpose shall accumulate to complete the projects contained in the Development Plan as approved and amended by Town Meeting and shall be available for all such District purposes.

The estimated impact of tax increment financing on the assessed values of all other taxing jurisdictions within the Town of Exeter is negligible, since the proposed improvements are designed to encourage commercial investment and lessen the residential tax burden. Thus, these activities will contribute to a long-term increase in the non-residential tax base at a faster rate than would otherwise be achieved. Additionally, there is no plan to remove currently taxable property from the tax rolls because of this project.

XV. Plan Amendments

Pursuant to RSA 162-K:9, this plan can only be amended by a vote of Town Meeting.

XVI. Duration of Program

The TIF District will exist until any debt issued and borrowing initiated to fund the development program is retired and all improvements anticipated within the Plan for the District as originally adopted or subsequently amended by action of the Town Meeting have been completed.

XVII. TIF District Administration

The Town Manager shall administer the District subject to the limitations placed upon him by the Town Charter and any rules and limitations subsequently adopted by the Selectmen or Town Meeting.

XVIII. Advisory Board

Pursuant to RSA 162-K:14, the legislative body shall create an advisory board for the district. The board shall be appointed by the Board of Selectmen and a majority of members shall be owners or occupants of real property within or adjacent to the district.

The Exeter Central Area Downtown TIF Advisory Board will be a nine member board composed of the following: one (1) member of the Board of Selectmen, one (1) member of the Economic Development Commission, one (1) member of the Planning Board, one (1) member of the Historic District Commission, and five (5) owners or occupants of real property within or adjacent to the district.

The Selectmen representative to the TIF Advisory Board shall be designated by the Selectmen. The members of the Historic District Commission, Economic Development Commission, and Planning Board, who serve on the TIF Advisory Board, shall be appointed by the Board of Selectmen upon the recommendation of those respective boards. Members shall serve in terms established by the Board of Selectmen or until the Central Area Downtown TIF District ceases to exist.

The advisory board shall advise the governing body and district administrator on planning, construction and implementation of the development program and on maintenance and operation of the district after the program has been completed (RSA 162-K:14).

The governing body shall by resolution delineate the respective powers and duties of the advisory board and the planning staff or agency. The resolution shall establish reasonable time limits for consultation by the advisory board on the phases of the development program, and provide a mechanism for appealing to governing body for a final decision when conflicts arise between the advisory board and the planning staff or agency. RSA 162-K:14).

XIX. Implementation

Implementation of this plan requires the following actions be taken:

- Creation of the District described herein (RSA 162-K:5), occurred by vote of the Town Meeting on _____
- Adoption of the Development Program and Tax Increment Financing Plan (RSA 162-K:6 and 162-K:9) incorporated herein occurred by vote of the Town Meeting on _____
- By Action of the Selectmen on _____ the following members of the Advisory Board were appointed (RSA 164-K-14):

1 _____
2 _____
3 _____
4 _____
5 _____

- Exhibit – District Boundaries**
- Exhibit - Project Budget**
- Exhibit – Existing Property Values within District**
- Exhibit - Map of District**
- Exhibit - Estimated Potential Valuations at Build-out**

Article ___ – Reserved – Sidewalks Capital Reserve Fund

To see if the Town will vote to establish a capital reserve fund under RSA 35:1 for the purpose of making capital improvements to town sidewalks including construction and replacement of new town sidewalks, and repair and replacement of existing town sidewalks. The Board of Selectmen shall be named agents of the fund and be authorized to make expenditures from the fund.

(Majority vote required)

_____ by the Board of Selectmen

Article ___ – Reserved – Sidewalk Program

To see if the Town will raise and appropriate the sum of _____ thousand dollars (\$X), for the purpose of repair and replacement of town sidewalks.

(Majority vote required)

_____ by the Board of Selectmen

Town of Exeter		2014 Preliminary Budget Summary		2013 Budget		2014 Preliminary Budget		2014 BRC Budget		2014 Prelim Default		2014 vs. 2013 \$ Increase/ (Decrease)		2014 vs. 2013 % Difference		% of Budget		Notes	
DEPARTMENT		2013 Budget		2014 Preliminary Budget		2014 BRC Budget		2014 Prelim Default		2014 vs. 2013 \$ Increase/ (Decrease)		2014 vs. 2013 % Difference		% of Budget		Notes			
General Fund Appropriations																			
General Government																			
100	Board of Selectmen	21,774	25,074	21,774	21,774	21,774	21,774	3,300	15.2%	Special Expense FY of FT Admin Asst.									
111	Town Manager	192,738	205,760	205,760	205,760	206,524	13,022	6.8%	Reported in CATV Fund #07										
113	CATV	1	-	-	-	-	(1)	-100.0%											
115	Human Resources	82,942	88,114	88,114	88,114	85,904	5,172	6.2%											
119	Transportation	20,919	33,074	26,919	26,919	20,919	12,155	58.1%	2014 request										
120	Legal	70,000	95,000	80,000	80,000	70,000	25,000	35.7%	Increase result of actual spend analysis										
125	Information Technology	153,972	153,297	154,297	154,297	152,525	(675)	-0.4%											
130	Trustees of Trust Funds	891	891	891	891	891	-	0.0%											
140	Town Moderator	431	969	969	969	969	538	125.0%	3 elections in 2014										
151	Town Clerk	311,639	326,435	327,535	327,535	327,258	14,796	4.7%											
152	Elections/Registration	11,044	31,077	31,077	31,077	31,077	20,033	181.4%	3 elections in 2014										
	Total General Government	866,351	959,691	937,336	937,336	917,841	93,340	10.8%	5.5%										
Finance																			
201	Finance/Accounting	265,548	273,406	273,406	273,406	274,171	7,858	3.0%											
202	Treasurer	10,080	11,419	11,419	11,419	11,419	1,338	13.3%											
203	Tax Collection	93,708	97,315	97,315	97,315	96,952	3,608	3.8%	FY of PT Deputy Treasurer, General Expenses										
205	Assessing	216,812	223,317	223,817	223,817	223,611	6,504	3.0%											
	Total Finance	586,148	605,456	605,956	605,956	606,152	19,308	3.3%	3.5%										
Planning & Building																			
301	Planning	224,461	232,655	225,655	225,655	221,855	8,194	3.7%											
302	Inspections/Code Enforcement	227,197	229,456	229,456	229,456	231,255	2,259	1.0%											
303	Board of Adjustment	2,900	2,600	2,600	2,600	2,600	(300)	-10.3%											
304	Historic District Commission	1,980	2,188	2,188	2,188	2,188	208	10.5%	Recording secretary										
305	Conservation Commission	9,605	32,682	32,682	32,682	11,612	23,077	240.3%	Raynes Barn roof, Summer interns, Recording secretary										
306	Heritage Commission	1,400	1,654	1,654	1,654	1,654	254	18.1%	Recording secretary										
	Total Planning & Building	467,543	501,235	494,235	494,235	471,164	33,692	7.2%	2.9%										
Economic Development																			
307	Economic Development	1,500	69,149	69,149	69,149	1,500	67,649	4509.9%	Proposed new FT position (7 months)										
	Total Economic Development	1,500	69,149	69,149	69,149	1,500	67,649	4509.9%	0.4%										
Police																			
401	Administration	716,939	727,562	727,562	727,562	721,940	10,623	1.5%											
402	Staff	534,133	588,264	588,264	588,264	590,344	54,131	10.1%											
403	Patrol	1,863,043	1,944,228	1,933,464	1,933,464	1,952,676	81,185	4.4%											
404	Animal Control	1,250	1,250	1,250	1,250	1,250	-	0.0%											
405	Communications	426,444	439,589	439,589	439,589	441,266	13,145	3.1%											
	Total Police	3,541,810	3,700,893	3,690,129	3,690,129	3,707,476	159,083	4.5%	21.3%										

Town of Exeter										Updated November 13, 2013	
2014 Preliminary Budget Summary										VERSION #3	
DEPARTMENT	2013 Budget	2014 Preliminary Budget	2014 BRC Budget	2014 Prelim Default	2014 vs. 2013 \$ Increase/ (Decrease)	2014 vs. 2013 % Difference	% of Budget	Notes			
Fire											
501 Administration	509,770	548,844	534,112	535,871	39,074	7.7%		Funds transferred to EMS Revolving Fund			
502 EMS/Ambulance	-	-	-	-	-	0.0%					
503 Fire Suppression	2,976,728	3,093,618	3,088,772	3,089,699	116,889	3.9%					
504 Emergency Management	33,825	28,386	28,386	27,886	(5,439)	-16.1%					
505 Health	126,616	160,245	160,245	130,621	33,629	26.6%		Proposed FT Health Officer (9 months)			
Total Fire	3,646,939	3,831,093	3,811,515	3,784,077	184,153	5.0%	22.1%				
Public Works - General Fund											
601 Administration & Engineering	353,967	428,954	401,954	429,817	74,988	21.2%		Full year funding for Asst Engineer, EPA Storm Water Phase II			
602 Highways & Streets	1,757,812	1,818,784	1,968,784	1,824,022	60,972	3.5%					
603 Snow Removal	275,810	266,420	267,070	266,420	(9,389)	-3.4%					
604 Solid Waste Disposal	821,191	822,063	820,063	822,063	872	0.1%					
605 Street Lights	132,000	132,000	130,000	132,000	-	0.0%					
Total Public Works - General Fund	3,340,780	3,468,222	3,567,872	3,474,323	127,443	3.8%	20.0%				
Maintenance											
606 General	553,363	591,997	574,449	585,260	38,635	7.0%					
607 Recreation Center	19,300	17,750	17,750	19,550	(1,550)	-8.0%					
608 Town Hall	29,200	29,200	29,200	29,200	-	0.0%					
609 Town Office	28,600	30,100	30,100	28,600	1,500	5.2%					
610 Senior Center	14,150	14,150	14,150	14,150	-	0.0%					
611 Safety Complex	69,800	69,800	69,800	69,800	-	0.0%					
612 DPW Complex	42,800	40,800	40,800	40,800	(2,000)	-4.7%					
613 Train Station	11,000	11,000	11,000	11,000	-	0.0%					
614 Other Town Structures	11,200	11,600	11,600	11,600	400	3.6%					
615 Mechanics/Garage	230,579	217,919	217,919	218,736	(12,660)	-5.5%					
Total Maintenance	1,009,992	1,034,316	1,016,768	1,028,696	24,325	2.4%	6.0%				
Welfare											
710 Welfare	92,615	89,355	86,855	84,599	(3,260)	-3.5%					
Total Welfare	92,615	89,355	86,855	84,599	(3,260)	-3.5%	0.5%				
Parks & Recreation											
801 Recreation	288,635	271,531	271,531	272,908	(17,103)	-5.9%		Contracted services, Equipment purchase (Commercial Mower)			
802 Parks	158,024	180,142	177,142	166,299	22,117	14.0%					
Total Parks & Recreation	446,659	451,673	448,673	439,207	5,014	1.1%	2.6%				
Other Culture/Recreation											
116/804 Other Culture/Recreation	22,300	22,300	22,300	22,300	-	0.0%					
805 Special Events	14,000	14,000	14,000	14,000	-	0.0%					
Total Other Culture/Recreation	36,300	36,300	36,300	36,300	-	0.0%	0.2%				

Town of Exeter										Updated November 13, 2013	
2014 Preliminary Budget Summary										VERSION #3	
DEPARTMENT	2013 Budget	2014 Preliminary Budget	2014 BRC Budget	2014 Prelim Default	2014 vs. 2013 \$ Increase/ (Decrease)	2014 vs. 2013 % Difference	% of Budget	Notes			
901 Public Library	894,822	913,337	913,337	910,917	18,515	2.1%					
Total Library	894,822	913,337	913,337	910,917	18,515	2.1%	5.3%				
921-923 Debt Service & Capital											
921-923 Debt Service	754,041	726,289	726,289	726,289	(27,752)	-3.7%					
117 Vehicle Replacement/Lease	534,080	559,384	536,399	559,384	25,304	4.7%					
117 Misc Expense	-	3	3	3	3						
118 Capital Outlay - Other	47,477	48,601	48,601	47,449	1,124	2.4%					
Total Debt Service & Capital	1,335,598	1,334,277	1,311,292	1,333,125	(1,321)	-0.1%	7.7%				
Benefits & Taxes											
931 Health Insurance Buyout	52,501	59,640	59,640	68,978	7,139	13.6%		11 employees (8 employees in 2013)			
933 Unemployment	11,154	7,042	7,042	11,154	(4,112)	-36.9%					
937 Worker's Compensation	147,296	159,080	159,080	164,254	11,784	8.0%		Projected increase			
114/941 Insurance	141,709	122,719	122,719	141,709	(18,990)	-13.4%					
Total Benefits & Taxes	352,660	348,481	348,481	386,095	(4,179)	-1.2%	2.0%				
Total GF Operating Budget	16,619,718	17,343,479	17,357,899	17,181,471	738,181	4.4%	100.0%				
Other Appropriations - Warrant Articles											
Human Services Warrant Articles	114,895	114,895	109,595	-	-	0.0%					
Christmas Parade	-	-	-	-	-					Encumbered	
Train Station Baggage Building	-	-	-	-	-						
Town Hall Exterior Brick Repair	-	-	-	-	-						
Rider Property Land Acquisition	-	-	-	-	-					BRC eliminated paving as a WAR	
Supplemental Paving	250,000	250,000	-	-	-	0.0%					
Town Office Modular HVAC System	-	-	-	-	-						
Getty Petroleum Land Purchase (Court St.)	-	-	-	-	-						
Historical Society Roof Repl	-	-	-	-	-						
Linden St & Court St Culverts	150,000	-	-	(150,000)	(150,000)	-100.0%					
WAR- Norris Brook Culverts	-	-	-	-	-						
375th Anniversary Celebration	20,000	50,000	50,000	-	(20,000)	-100.0%				CIP Project #M1	
Town Wide Facilities Plan	-	120,000	80,000	-	120,000	100.0%				CIP Project #D5	
Sidewalk Program (CRF)	-	534,895	239,595	-	-	0.0%	3.1%				
Total Other Appropriations	534,895	534,895	239,595	-	-	0.0%	3.1%				
Total General Fund Appropriations	17,154,613	17,878,374	17,597,494	17,181,471	738,181	2.6%	103.1%				
Notes: The 2013 Fire Association Collective Bargaining Agreement WAR was incorporated into the General Fund \$7,336											
The 2013 Fire Engine Ladder Truck WAR was incorporated into the General Fund \$107,250											

Town of Exeter		Updated November 13, 2013									
2014 Preliminary Budget Summary		VERSION #3									
DEPARTMENT	2013 Budget	2014 Preliminary Budget	2014 BRC Budget	2014 Prelim Default	2014 vs. 2013 \$ Increase/ (Decrease)	2014 vs. 2013 % Difference	% of Budget	Notes			
Water Fund											
621 Administration	341,086	364,211	364,211	328,361	23,125	6.8%	14.6%	FY of PT Utility Clerk			
624 Billing and Collection	94,504	118,699	118,699	91,417	24,195	25.6%	4.8%				
622 Distribution	527,194	540,364	535,364	519,967	13,171	2.5%	21.7%				
623 Treatment	748,871	742,092	737,093	759,152	(6,779)	-0.9%	29.8%				
625-626 Debt Service	468,941	549,263	549,263	468,941	80,322	17.1%	22.1%	New debt: Portsmouth Ave & Waste Stream reduction			
627 Capital Outlay	121,532	172,161	237,669	56,532	50,629	41.7%	6.9%	Vehicle replacements			
Total WF Operating Budget	2,302,127	2,486,789	2,542,298	2,224,369	184,662	8.0%	100.0%				
Other Appropriations - Warrant Articles											
Groundwater Treatment Facility (Lary Lane)					-			Water Fund Bond; Eligible for 20% SRF reimb			
WTP Pumping & Waste Reduction					-			Water Fund Bond; Eligible for 20% SRF reimb			
Water Meter Replacement	180,000							Water Fund Bond			
Portsmouth Ave W&S Project					(180,000)	-100.0%		Water Fund Bond			
Water Line Repl		1,400,000	1,400,000	1,400,000	1,400,000	100.0%		Water Fund Bond (CIP Project #G2)			
Total Other Appropriations	180,000	1,400,000	1,400,000	1,400,000	1,220,000						
Total Water Fund Appropriations	2,482,127	3,886,789	3,942,298	3,624,369	1,404,662	56.6%					

Town of Exeter		Updated November 13, 2013						
2014 Preliminary Budget Summary		VERSION #3						
DEPARTMENT	2013 Budget	2014 Preliminary Budget	2014 BRC Budget	2014 Prelim Default	2014 vs. 2013 \$ Increase/ (Decrease)	2014 vs. 2013 % Difference	% of Budget	Notes
Sewer Fund								
631 Administration	421,270	364,653	364,653	410,017	(56,617)	-13.4%	15.0%	Reduction in Consulting and Legal expense
634 Billing and Collection	94,504	118,699	118,699	92,717	24,195	25.6%	4.9%	
632 Collection	520,718	514,378	544,378	523,982	(6,340)	-1.2%	21.2%	
633 Treatment	464,086	457,442	452,442	457,671	(6,644)	-1.4%	18.8%	
635-636 Debt Service	622,427	729,706	729,706	622,427	107,279	17.2%	30.0%	New debt: Portsmouth Ave
637 Capital Outlay	246,175	243,610	206,670	76,532	(2,565)	-1.0%	10.0%	Reduction in WWTP Capital, WWTP Maintenance, Vehicle Replacement
Total SF Operating Budget								
	2,369,180	2,428,487	2,416,547	2,183,345	59,308	2.5%	100.0%	
Other Appropriations - Warrant Articles								
Jady Hill Utility Repl Phase II								
Portsmouth Ave W&S Project	940,000				(940,000)	-100.0%		Sewer Fund Bond
New Wastewater Treatment Facilities	-	6,000,000	6,000,000	6,000,000	6,000,000	100.0%		Sewer Fund Bond
Total Other Appropriations								
	940,000	6,000,000	6,000,000	6,000,000	5,060,000			
Total Sewer Fund Appropriations								
	3,309,180	8,428,487	8,416,547	8,183,345	5,119,308	154.7%		
Notes: The 2013 Vacuum Utility Truck WAR was incorporated into the Sewer Fund								

OPTION AND GROUND LEASE AGREEMENT

THIS Option GROUND LEASE AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2013, by and among Town of Exeter, a Town ("LESSOR"); and Varsity Wireless LLC, a Massachusetts limited liability company ("LESSEE").

Recitals

WHEREAS, LESSOR is the owner of the following described property located at 9 Cross Road, Exeter NH, being the property more specifically described on Exhibit A attached hereto (the "Property"); and

WHEREAS, LESSEE desires to lease certain ground space on the Property for the construction of LESSEE's equipment, building(s) and tower(s) for the purpose of establishing and maintaining a radio transmission tower facility for LESSEE's use and that of its subtenants, licensees and customers; and

WHEREAS, LESSOR understands and accepts that LESSEE's primary business is the leasing, subleasing and licensing to third parties of telecommunications facilities and space on towers and in proximately located buildings, including the tower(s) and building(s) to be constructed on the Property.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows.

1. Option to Lease. (a) In consideration of the payment of Seven Hundred and Fifty and 00/100 Dollars (\$750.00) (the "Option Fee") by LESSEE to LESSOR, LESSOR hereby grants to LESSEE an option to lease the use of a portion of real property described in attached Exhibit A (the "Property") on the terms and conditions set forth herein below (the "Option"). The Option shall be for a term of twelve (12) months, commencing upon the date of mutual execution of this Agreement and ending twelve (12) months from such date (the "Option Period"). LESSEE shall have the right to extend the Option for an additional three terms of twelve (12) months (each an "Extended Option Period") by giving written notice to LESSOR at any time prior to the end of the initial Option Period or, for the second Extended Option Period, at any time prior to the end of the first Extended Option Period, each which notice shall be accompanied by an additional option fee payment (the "Additional Option Fee") of _____ and 00/100 Dollars (\$ _____.00).

(b) During the Option Period and any Extended Option Period, and during the term of this Agreement, LESSOR agrees to cooperate with LESSEE in obtaining, at LESSEE's expense, all licenses and permits or authorizations required for LESSEE's use of the Leased Premises (as defined in Section 2 below) from all applicable government and/or regulatory entities (the "Government Approvals"), including appointing LESSEE as agent for all conditional-use permit applications and variance applications, and LESSOR agrees to cooperate with and to allow LESSEE, at no cost to LESSOR, to obtain a title report, zoning approvals and variances, conditional-use permits, perform surveys, soils tests, and other engineering procedures or environmental investigations on, under and over the Property, necessary to determine that LESSEE's use of the Leased Premises will be compatible with the LESSEE's engineering specifications, permitted use, system design, operations and Government Approvals.

(c) During the Option Period and any Extended Option Period, LESSEE may exercise the Option by so notifying LESSOR in writing.

Initials: _____/_____

2. Premises. Subject to the following terms and conditions, upon LESSEE's exercise of the Option pursuant to Section 1(c) LESSOR shall lease to LESSEE and LESSEE shall lease from LESSOR certain ground space located on the Property described in attached Exhibit A sufficient for the construction, operation and maintenance of LESSEE's Telecommunications Facilities (as defined below in Section 8) together with all necessary easements for access, egress and utilities, as generally described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Leased Premises"). The Leased Premises, located at _____, comprise approximately _____ (____) square feet of ground space.

3. Permitted Use. (a) The Leased Premises may be used by LESSEE for, among other things, construction, operation, maintenance, repair and/or replacement of related facilities, towers, antennae, equipment and/or buildings and related activities for the transmission and reception of radio communication signals by LESSEE and its future subtenants, licensees and customers.

(b) LESSEE shall obtain, at LESSEE's expense, all Governmental Approvals and may (prior to or after the Commencement Date) obtain a title report, perform RF engineering studies and such other reports as deemed necessary by LESSEE pertaining to the Property, necessary to determine that LESSEE's use of the Leased Premises will be compatible with LESSEE's engineering specifications, system design, operations and Governmental Approvals. LESSOR agrees to cooperate with LESSEE, at LESSEE's sole cost and expense, when requested, to allow LESSEE to file such applications, letters and/or documents for zoning and/or building permits for LESSEE's use of the Leased Premises as well as to allow LESSEE to perform such studies and/or procedures or to undertake any other steps necessary to obtain any Governmental Approvals. LESSOR shall promptly execute such documents as requested by LESSEE to apply for permits for the use of the Property or to obtain other Governmental Approvals. Furthermore, LESSOR hereby authorizes LESSEE as its agent with respect to signing any zoning or building permit applications with respect to LESSEE's use of the Property. LESSOR shall not commit any action or omission that would adversely affect the status of the Leased Premises with respect to the proposed use thereof by LESSEE.

(c) If necessary, LESSEE has the right immediately to terminate this Agreement if LESSEE notifies LESSOR of unacceptable results of any such studies, reports, and/or Governmental Approvals prior to LESSEE's construction of the Telecommunications Facilities.

4. Term. The initial term of this Agreement ("Initial Term") shall be five (5) years, beginning on the date of the exercise of the Option by LESSEE ("Commencement Date"), and terminating five (5) years thereafter.

5. Rent. LESSEE shall pay LESSOR as monthly rent One Thousand and 00/100 Dollars (\$1000.00) (the "Rent"). The Rent shall be payable in advance on the first day of each month to LESSOR. Rent for any partial month will be prorated. Despite any other term herein to the contrary, LESSEE shall have no obligation to pay Rent from the Commencement Date through the earlier of the date of issuance of a Certificate of Completion for the Telecommunications Facilities or the expiration of ninety (90) days from the Commencement Date. Rent for each Renewal Term (as defined in Paragraph 6 below) will be the annual Rent in effect for the final year of the Initial Term or the final year of the prior Renewal Term, as the case may be, increased by ____ percent (____%).

6. Renewal. LESSEE shall have the right to extend this Agreement for nine (9) additional five (5) year renewal terms ("Renewal Terms"). Such renewals shall be automatically exercised except in the event LESSEE sends written notice to LESSOR of its intent not to renew this Agreement at least thirty (30) days prior to the end of the Initial Term, or prior to the end of any then-applicable Renewal Term. In the event this Agreement is so extended, all terms and conditions of the Agreement will continue for each said Renewal Term and such Renewal Term(s) shall be deemed part of the Term.

7. Interference of Rights. Except as provided in this Agreement (including without limitation the non-interference provisions of this Section 7), LESSEE shall not use the Leased Premises in any way that interferes with the use of the Property by LESSOR or its third party lessees or licensees with rights in the Property prior in time to LESSEE's. Similarly LESSOR shall not use, nor shall LESSOR permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way that interferes with the operations of LESSEE. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible

Initials: _____/_____

for terminating said interference. In any event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice. LESSOR represents and warrants that it has not sold, leased, licensed or otherwise granted rights in the Property that in any way interfere or could reasonably be likely to interfere with LESSEE's rights to the Leased Premises as set forth in this Agreement.

8. Construction of Improvements. (a) LESSEE shall have the right in its sole judgment, from time to time during the Term and any Renewal Term(s) of this Agreement, at its expense, to construct, install, operate, maintain, replace and remove its (as well as, to the extent applicable, that of its subtenants, licensees and/or customers) radio transmitting and receiving antennae, communications equipment, and related cables, wires, conduits, air conditioning equipment, generators and other appurtenances as it may from time to time require, as well as a tower(s) and building(s) to house some such equipment (collectively the "Telecommunications Facilities"). Although such equipment and appurtenances may become fixtures, they shall be and shall remain solely the property of LESSEE and LESSEE's subtenants, licensees and customers, and LESSEE (and its respective subtenants, licensees and customers) shall have the right to remove any or all of them from time to time during the Term and at the expiration or earlier termination of this Agreement.

(b) The Telecommunications Facilities shall be initially configured as generally set forth in Exhibit C. LESSEE shall have the right to replace, add to and/or upgrade the Telecommunications Facilities at any time during the Term or extension thereof.

(c) LESSEE shall be solely responsible for operations, maintenance, repair and insurance of the equipment owned, constructed and installed by LESSEE on the Leased Premises.

9. Access. During the Term, ingress and egress to the Leased Premises is hereby granted to LESSEE and its subtenants, licensees and customers, including agents, contractors and subcontractors thereof, 24 hours a day, 365 days per year. This ingress and egress shall include the nonexclusive right to and from the Leased Premises, over and across the Property and an access way from nearby public streets and driveways and parking rights for personnel and equipment. LESSEE shall also have a nonexclusive right of way over and across the Property as necessary for the installation, running, servicing and maintenance of electrical power and other utilities necessary to serve LESSEE's Telecommunications Facilities. It is agreed however, that only authorized engineers, employees and contractors, subcontractors, agents of LESSEE, tenant or licensees of LESSEE, government employees, or persons under their direct supervision will be permitted to enter the Leased Premises.

10. Utilities. (a) LESSEE shall have the right to install utilities (including without limitation communications services and power) at LESSEE's expense, and to improve the present utilities, if any, on the Leased Premises. LESSEE shall, wherever practical, install separate meters for utilities used on the Leased Premises.

(b) As partial consideration for Rent paid under this Agreement, LESSOR hereby grants LESSEE an easement ("Easement") for ingress, egress, and access to the Leased Premises as may be required for the construction, installation and maintenance by the appropriate utility companies for the purpose of servicing the Telecommunications Facilities.

11. Default. Any breach of a material covenant or term hereof that is not cured within thirty (30) days from receipt of written notice from the non-breaching party shall constitute a "Default"; provided, however, that if efforts to cure are commenced within said thirty (30) day period and thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed six (6) months; and further provided, that the grace period for any monetary default shall be fifteen (15) days from receipt of written notice thereof.

12. Termination. (a) In addition to other events permitting termination hereunder, this Agreement may be terminated, without any penalty or further liability, as follows: (i) Default of the other party;; (ii) By LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises become technologically unsuitable, in LESSEE's opinion, for LESSEE's Telecommunications Facilities, including but not limited to unacceptable radio signal interference and any addition, alteration or new construction on, adjacent to or in the vicinity of the Leased Premises and/or the Property that blocks, either partially or totally, transmission or receiving paths used by any of the

Initials: _____ / _____

Telecommunications Facilities; (iv) By LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that any Governmental Approval that LESSEE reasonably deems necessary or convenient for the construction, operation, maintenance, reconstruction, modification, addition to or removal of the Telecommunications Facilities is not, in LESSEE's sole discretion, reasonably obtainable or maintainable in the future; (v) By LESSEE, upon thirty (30) days prior written notice, in the event that the Leased Premises cease to be economically viable as a telecommunications site; (vi) By LESSEE, upon thirty (30) days prior written notice to LESSOR, if "Hazardous Substances" (as defined in Section 15 below) are or become present on the Property in violation of "Environmental Laws" (as also defined in Section 15 below); and (vii) By LESSEE, upon thirty (30) days prior written notice if, prior to construction of the tower, the LESSEE determines during its due diligence review that the site is not, in its sole judgment, feasible for the intended purpose due to: radio frequency coverage and/or interference issues; commercial viability of the site; title matters, including access and egress easements; and/or any other construction, zoning or permitting or other market feasibility issues.

(b) Effective as of the date of termination, whether pursuant to this or other provisions of this Agreement, this Agreement shall be of no further force or effect and each party shall be released from all future obligations hereunder, provided that all liabilities and obligations that were incurred or accrued prior to the date of termination shall remain in effect.

13. Condemnation. If all or any part of the Leased Premises, or if all or any part of the Property underlying the Telecommunications Facilities, easements granted hereunder extending to the Telecommunications Facilities, or any roadway to the Leased Premises is taken by eminent domain or other action by jurisdictions having the legal right to take said lands, and if said taking in the sole discretion of LESSEE renders the Leased Premises unsuitable for its intended purpose, then at LESSEE's option, this Agreement may be declared null and void and of no further force and effect and there shall be no further payment of Rent required except that which may have been due and payable at the time of said taking. LESSEE shall be entitled to receive the eminent domain award related to the Telecommunications Facilities and any infrastructure built by LESSEE (and its subtenants, licensees and customers, including agents, contractors and subcontractors thereof) and related to said Telecommunications Facilities. If this Agreement shall continue after such taking, this Agreement shall remain unaffected except that the Rent shall be reduced by the amount that bears the same proportion to the Rent immediately prior to the partial taking as the rental value of the whole Leased Premises immediately prior to such taking.

14. Indemnification. (a) LESSEE shall indemnify and hold LESSOR harmless against any claims of liability or loss from personal injury or property damage that may arise out of LESSEE's negligence or willful misconduct in connection with the Leased Premises, excepting, however, such claims or damages as may be attributed in whole or in part to the actions or omissions of the LESSOR, or LESSOR's agents, servants, or contractors. Subject to the aforesaid, in the event of LESSOR's negligence or willful misconduct, LESSOR shall indemnify, defend and hold harmless the LESSEE against any claims of liability or loss from personal injury or property so caused by LESSOR and not by LESSEE.

(b) In the event that either party is entitled to indemnification and defense ("Indemnified Party") from the other party ("Indemnifying Party") pursuant to this Agreement, the Indemnified Party shall notify the Indemnifying Party promptly, in writing, of any claims by any person for which the Indemnified Party alleges that the Indemnifying Party is responsible hereunder and tender the defense of such claim to the Indemnifying Party. The Indemnified Party shall also fully cooperate with the defense or settlement of such claim. The Indemnifying Party shall not be liable under this Agreement for settlements by the Indemnified Party of any claim unless the Indemnifying Party has approved the settlement in advance (such approval not to be unreasonably withheld, conditioned or delayed) or unless the defense of the claim has been tendered to the Indemnifying Party, in writing, and the Indemnifying Party has failed promptly to undertake the defense.

15. Hazardous Substances. LESSOR represents and warrants to LESSEE that LESSOR: (i) is not presently engaged in, (ii) does not presently have actual knowledge of, (iii) has not at any time in the past engaged in, and (iv) has no actual knowledge that any third person or entity has engaged in or permitted any operations or activities upon, or any use or occupancy of, the Leased Premises, or any portion of the Property, for the purpose of, or in any way involving the

Initials: _____ / _____

handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes ("Hazardous Substances") regulated under any Local, State, or Federal law pertaining to the environment, public health or safety or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances ("Environmental Laws"). LESSOR indemnifies and holds LESSEE harmless from any and all claims of liability under any Environmental Laws for Hazardous Materials which were handled, manufactured, treated, stored, used, transported, spilled, leaked, dumped, discharged, disposed of or otherwise introduced into the Property prior to or after the term of this Agreement, except for claims arising in whole or in any part out of LESSEE's use or occupancy of the Leased Premises.

16. Insurance. (a) LESSEE will carry during the term of the Agreement the following insurance with customary coverage and exclusions: (i) Bodily Injury: \$1,000,000.00 for injury to any one person and \$2,000,000.00 for all injuries sustained by more than one person in any one occurrence; and (ii) Property Damage: full replacement costs of LESSEE's equipment. LESSEE agrees to furnish LESSOR with certificates of insurance certifying that LESSEE has in force and effect that above specified insurance. LESSOR shall be named as additional insured on all policies except for workers' compensation policies. (b) LESSOR and LESSEE mutually covenant and agree that each party, in connection with insurance policies required to be furnished in accordance with the terms and conditions of this Agreement, or in connection with insurance policies which they obtain insuring such insurable interest as LESSOR or LESSEE may have in its own properties, whether personal or real, shall expressly waive any right of subrogation on the part of the insurer against the LESSOR or LESSEE as the same may be applicable, which right to the extent not prohibited or violative of any such policy is hereby expressly waived, and LESSOR and LESSEE each agree to seek recovery based solely on insurance policies as set forth above, provided such policies are in effect, and each mutually waive all right of recovery against each other, their agents, or employees for any loss, damage or injury of any nature whatsoever to property or person except to the extent either party is required by this Agreement to carry insurance.

17. Taxes. LESSOR shall be responsible for all taxes attributable to LESSOR's owned property and LESSEE shall be responsible for any and all taxes attributable to LESSEE's owned property.

18. Quiet Enjoyment, Title and Authority. (a) At all times during the term of this Agreement and any renewal or extension thereof, LESSEE may peaceably and quietly hold and enjoy the Leased Premises, free from disturbance from any person claiming by, through or under LESSOR, subject only to those matters of title now of record.

(b) LESSOR covenants and warrants to LESSEE that: (i) LESSOR has full right, power and authority to execute this Agreement; (ii) it has good and unencumbered title to the Property, free and clear of any liens or mortgages, except those disclosed to LESSEE and as of record as of the date of this Agreement that will not interfere with LESSEE's rights to or use of the Leased Premises; (iii) the execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on LESSOR.

(c) LESSOR agrees that, during the Term and any renewal or extension thereof, LESSEE will have the exclusive right to lease the Property or any portion thereof from the LESSOR for telecommunications use in order to operate antennae and telecommunications facilities providing transmission and/or receiving facilities for wireless providers and/or users, and that LESSOR will not grant a lease, sublease, or other license or right to use the Property, or any other adjacent property owned by LESSOR, to any other party for operation of antenna and/or telecommunications facilities.

19. Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by hand delivery, a reputable, national overnight courier service (such as Federal Express or United Parcel Service), or by certified mail, postage prepaid, addressed as shown below (or to any other address that the party to be notified may designate from time to time by written notice to the other party).

If to LESSEE to: Varsity Wireless, LLC
 346 Congress Street, Unit 703
 Boston, MA 02210
 (202)236-6833

Initials: _____/_____

If to LESSOR to: _____

Telephone: () _____
Facsimile: _____

20. Estoppel, Non-Disturbance and Attornment. (a) LESSOR agrees, from time to time, upon not less than ten (10) days prior written notice from LESSEE, to execute, acknowledge and deliver to LESSEE a written estoppel certificate certifying that as of the date of the certification: (i) the Agreement is a valid enforceable agreement, presently in full force and effect; (ii) LESSEE is not in default under any of the terms, conditions, or covenants of the Agreement; (iii) the Term (its commencement and termination dates) and the term of any option or renewal periods granted to the LESSEE to extend the Term; (iv) the amount of the then-current Rent payable under the Agreement; and (v) attached to the certification is a true and correct copy of the Agreement and all amendments thereto.

(b) LESSOR shall obtain for LESSEE from the holder of any mortgage and deed of trust now or hereafter encumbering the Property a subordination and non-disturbance agreement in the form attached hereto as Exhibit E, providing that so long as LESSEE is not in default under this Agreement, its rights as LESSEE hereunder shall not be terminated and its access to and possession of the Leased Premises shall not be disturbed by the mortgagee or trustee, or by any proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.

21. Assignment. Upon written notification from LESSEE to LESSOR, this Agreement may be assigned or transferred by LESSEE to a successor to the primary business of LESSEE, to a subsidiary, affiliate or partner of the LESSEE, or a purchaser of all or substantially all of the assets of LESSEE. Any other assignment of this Agreement by the LESSEE shall require written approval of LESSOR, such consent not to be unreasonably withheld, conditioned or delayed.

22. Right of First Refusal. LESSOR hereby grants LESSEE a right of first refusal in connection with all requests, proposals or offers from any third party other than the LESSEE to acquire, lease or obtain an easement (or other right of way) under all or any portion of the Property or Leased Premises. LESSOR shall provide LESSEE written notice (the "ROFR Notice") of its receipt of such a request, proposal or offer. Such ROFR Notice shall describe all material terms of such request, proposal or offer and include a copy of such request, proposal or offer. LESSEE shall have thirty (30) days to evaluate such request, proposal or offer and notify LESSOR in writing (the "Acceptance Notice") that it intends to exercise its right to consummate such acquisition, lease or obtaining of easement (or other right of way) pursuant to the terms and conditions set forth in such request, proposal or offer. If LESSEE fails to provide LESSOR an Acceptance Notice or within such 30-day period, then LESSOR may proceed with such sale, lease or grant of easement (or other right of way) to such third party as set forth in the ROFR Notice, provided that if the acquisition, lease or obtaining of easement (or other right of way) set forth in the ROFR Notice is not completed within 180 days of when LESSEE notifies LESSOR it does not intend to provide an Acceptance Notice (or, if no such notice is given, 180 days of the deadline for LESSEE providing such Acceptance Notice), then LESSOR shall not complete such transaction(s) with first providing LESSEE an additional ROFR Notice pursuant to the terms of this Section 22, whereupon the provisions of this Section 22 shall again apply.

23. Further Assurances. Each party shall take all such further actions and execute all such further documents and instruments as the parties may at any time reasonably determine to be necessary or desirable to carry out and consummate the transactions contemplated by this Agreement.

24. Miscellaneous. (a) This Agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

Initials: _____ / _____

(b) This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of _____, without regard to its conflicts of laws principles.

(c) For purposes of providing constructive notice hereof and if required by applicable law, LESSOR and LESSEE hereby agree to execute a Memorandum or Short Form of Ground Lease Agreement in recordable form (see form attached hereto as Exhibit D), and LESSEE shall have the same recorded in the land records of the County and State in which the Leased Premises is located. The cost of any such recording is to be paid for solely by the LESSEE.

(d) Any sale or other conveyance by the LESSOR of all or part of the Leased Premises shall be under and subject to this Agreement and LESSEE's rights hereunder.

(e) It is hereby mutually agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE and that no verbal or oral agreements, promises, or understandings shall or will be binding upon either the LESSOR or LESSEE in any dispute, controversy of proceeding at law, or any addition to, variation, or modification of this Agreement shall be void and ineffective unless in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hand and affixed their respective seals the day and year first above written.

LESSOR:

WITNESS/ATTEST:

[Lessor Entity]

By: _____
Name: _____
Title: _____

LESSEE:

WITNESS:

Varsity Wireless, LLC

By: _____
Name: Christopher J. Davis
Title: President

Initials: _____ / _____

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

Initials: _____/_____

EXHIBIT B

DESCRIPTION OF LEASED PREMISES

Initials: _____ / _____

EXHIBIT C

SITE PLAN

To be provided by LESSEE after finalization of plans.

Initials: _____ / _____

EXHIBIT D

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Varsity Wireless, LLC
346 Congress Street, Unit 703
Boston, MA 02210

(space above for Recorder's use only)

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT, made and entered into on this ____ day of _____, 20__ by and between _____ ("Lessor") and Varsity Wireless, LLC, a Massachusetts limited liability company ("Lessee"), is a record of that certain Option and Ground Lease Agreement ("Lease") between Lessor and Lessee dated as of _____, 2001, which Lease contains, among other things, the following terms:

1. Description of Premises. The Lease pertains to those certain real property (the "Property") and certain premises thereupon, which premises are hereinafter referred to as the "Leased Premises." The said Property is described in Exhibit A and the said Leased Premises are shown on Exhibit B, both of which Exhibits are attached hereto and incorporated herein by reference.
2. Term. The Initial Term of the Lease is five (5) years beginning on the date of the exercise of the Option (as defined in such Lease) by Lessee to lease the Leased Premises (the "Commencement Date").
3. Renewal Terms. Lessee has the right to extend the Term of the Lease for seven (7) successive terms of five (5) years each.
4. Subletting. Lessee has the right, at any time during the Term of this Lease, to sublet any portion of the Leased Premises or permit any portion of the Leased Premises to be occupied or used by subtenants, licensees or customers (including agents, contractors and subcontractors thereof) in connection with the provision of wireless communications services.
5. Ratification of Lease. By this Memorandum, the parties intend to record a reference to the Lease and do hereby ratify and confirm all of the terms and conditions of the Lease and declare that the Leased Premises are subject to all of the applicable provisions of the Lease.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum as of the date first above written.

Lessor: _____

Lessee: **Varsity Wireless, LLC**

By: _____
Name: _____

By: _____
Name: Christopher J. Davis

Its: _____

Its: President

Initials: _____ / _____

LESSOR

STATE OF _____:

COUNTY OF _____:

The foregoing Memorandum of Option and Ground Lease Agreement was signed and acknowledged before me by _____, acting in his/her capacity of _____, on behalf of _____, LESSOR, to be the act and deed of said _____ for the purposes therein stated, on this ____ day of _____, 20__.

_____, Notary Public

My Commission Expires: _____.

LESSEE

COMMONWEALTH OF MASSACHUSETTS:

SUFFOLK COUNTY:

The foregoing Memorandum of Option and Ground Lease Agreement was signed and acknowledged before me by _____, acting in his/her capacity of _____, on behalf of Varsity Wireless, LLC, LESSEE, to be the act and deed of said company for the purposes therein stated, on this ____ day of _____, 20__.

_____, Notary Public

My Commission Expires: _____.

Initials: _____/_____

EXHIBIT A TO MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF REAL PROPERTY

Initials: _____/_____

EXHIBIT B TO MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

DESCRIPTION OF LEASED PREMISES

Initials: _____/_____

EXHIBIT E
SUBORDINATION AND NON-DISTURBANCE AGREEMENT

[Follows on Next Page]

Initials: _____/_____

Site ID#:

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT ("Agreement), dated as of the date below, between _____ having its principal office at _____, (hereinafter called "Mortgagee") and _____, a _____ company (the "LANDLORD") with a mailing address of _____, and Varsity Wireless, LLC, a Massachusetts limited liability company ("Tenant") having its principal office at 346 Congress Street, Unit 703 Boston, MA 02210.

WITNESSETH:

WHEREAS, Landlord entered into a certain lease agreement dated June 7, 2011, ("Lease") with Tenant, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Landlord has given to Mortgagee a mortgage (the "Mortgage") upon property having a street address _____, identified as Lot _____ in Block _____ in the _____ of _____, _____ County, State of _____ ("Property"), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the property is in the original principal sum of _____ (\$ _____) Dollars, which Mortgage has been recorded in the appropriate public office in and for _____ County, _____ ("Mortgage"); and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or

Initials: _____/_____

- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this ____ day of _____, 20__.

LANDLORD:

 a _____

By: _____
 Name: _____
 Title: _____

LANDLORD

STATE OF _____)
) ss
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200____, by _____ [name of representative], the _____ [title] of the corporation, () who is personally known OR () who has produced _____ as identification.

Notary Public

My Commission Expires: _____

Initials: _____/_____

TENANT:

**Varsity Wireless LLC,
A Massachusetts Limited Liability Corporation**

By: _____

Name: Christopher J. Davis

Title: President

Date: _____

TENANT

COMMONWEALTH OF VIRGINIA)

) ss

COUNTY OF HENRICO)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by
_____, the _____ of
_____, a _____ corporation, _____,
on behalf of the corporation, () who is personally known to me OR () who has produced
_____ as identification.

Notary Public

My Commission Expires: _____

Initials: ____/____

EXHIBIT 1

DESCRIPTION OF PREMISES

The Premises are defined in the Survey below as the Leased Area, Access Easement and Utility Easement.

Initials: _____/_____

Jason Proulx & Tanya Rule
154 High Street
Exeter, NH 03833
July 8, 2013

Exeter Selectmen
Town of Exeter
C/O Russell Dean, Town Manager
10 Front St
Exeter, NH 03833

Dear Exeter Selectmen:

We are long-time residents of Exeter, and we are writing to express our concern regarding the current speed limit on High Street, most specifically the stretch from Hampton Falls Road to Portsmouth Ave. The vehicular traffic in this area is rarely travelling at the posted speed limit of 30 Miles Per Hour and it seems as though the rate of speed has been increasing as of late. This is especially evident at the blind curve between Windemere Road and Towle Road. Cars travelling on this road travelling above 40 miles per hour pose a hazard to cars attempting to exit those streets. This section of High Street is primarily residential and thickly settled yet we feel that it is used as a highway. Any one that lives on High Street and has attempted to exit their driveway recently, will tell you that they feel as though they have to accelerate very aggressively, in order to get out without an accident. We are not looking for drastic measures; we just want to live in a safer neighborhood. With that, we propose lowering the Speed Limit to 25 Miles per hour from Hampton Falls Road to Portsmouth Avenue. It has been brought to our attention that High Street is one of the only main roads into downtown that is not currently at the requested speed limit (Front St, Main St, Water St and Court St are all posted 25 MPH). We understand the difficulties in constantly enforcing the speed limit, so we would also like to request additional signage. Yield to pedestrian cones in the three crosswalks on this stretch of road would be an additional reminder to drivers that this is a residential neighborhood. Thank you and we are looking forward to your response.

Sincerely,

Jason Proulx & Tanya Rule

AMEND TOWN ORDINANCES:

203 - 25 – miles per hour

Add:

After Garfield Street add High Street so the ordinance reads:

203 25 – miles per hour

It shall be unlawful for any person to operate a motor vehicle in excess of 25 miles per hour on any of the following streets, highways and/or public ways.

Crestview Drive
Court Street from Front Street to Bell Avenue
Front Street from Water Street to Westside Drive
Garfield Street
High Street
Main Street
Riverbend Circle
Water Street

Signed this _____ day of November, 2013

Don Clement, Chairman

Dan Chartrand, Vice-Chairman

Julie Gilman, Clerk

Matt Quandt

Frank Ferraro

CHAPTER 2 SPEED LIMITS**201 Speed Limits**

It shall be unlawful for any person to operate a motor vehicle on a public way in the urban compact area of the Town of Exeter at a speed greater than 30 miles per hour, unless otherwise provided by subsections of this Chapter.

202 20 – miles per hour

It shall be unlawful for any person to operate a motor vehicle in excess of 20 miles per hour on any of the following streets, highways and/or public ways:

Bayberry Lane

Westside Drive subdivision

203 25 – miles per hour

It shall be unlawful for any person to operate a motor vehicle in excess of 25 miles per hour on any of the following streets, highways and/or public ways.

Crestview Drive

Court Street from Front Street to Bell Avenue

Front Street from Water Street to Westside Drive

Garfield Street

Main Street

Riverbend Circle

Water Street

204 35 – miles per hour

It shall be unlawful for any person to operate a motor vehicle in excess of 35 miles per hour on any of the following streets, highways or public ways.

205 20 – miles per hour / School Zones

It shall be unlawful for any person to operate a motor vehicle in excess of 20 miles per hour in any school zone while children are at recess or going to or leaving school.

206 Basic Rule and Maximum Speed

No person shall drive a vehicle on a highway at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing. In every event, speed shall be so controlled as may be necessary to avoid colliding with any person, vehicle or other conveyance on or entering the highway in compliance with legal requirements and duty of all persons to use due care.

207 Speed Exception

The speed limitations set forth in this Chapter shall not apply to vehicles when operated with due regard for safety under the direction of the law enforcement

officers in the case of apprehension of violators of the law or of persons charged with or suspected of any such violation, in response to a fire alarm, nor to public or private ambulances or other emergencies. This exemption shall not, however, protect the driver of any such vehicle from the consequences of a reckless disregard of the safety of others.

210 Penalties

A person violating any provision of Chapter 2 of the traffic code shall be punished by a fine of not more than one hundred (\$100.00) dollars for each offense.

Warrants

Type	Checks Dated	Amount
Payroll	10/30/2013	\$167,381.72
AP	11/1/2013	\$2,075.00
Capital	11/1/2013	\$149,899.09
AP	11/1/2013	\$2,259,965.00
AP	11/1/2013	\$547,061.20
Payroll	11/6/2013	\$68,606.20
Payroll	11/6/2013	\$165,784.81
AP	11/8/2013	\$222,419.44



Application for Use of Town Facility

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

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

Signboard Requested: Poster Board Week: _____ Plywood Board Week: _____

Representative Information:

Name: SCOTT RUFFNER Address: 11 HALL PLACE
Town/State/Zip: EXETER, NH 03833 Phone: 603-512-8396
Email: SCOTTRUFFNER@MAC.COM Date of Application: 11-15-2013

Organization Information:

Name: EXETER ARTS & MUSIC ALLIANCE Address: 11 HALL PLACE
Town/State/Zip: EXETER Phone: 603-512-8396

Reservation Information:

Type of Event/Meeting: ART & MUSIC POP UP SHOW Date: 12-6-13
Times of Event: 5 PM - 9 PM Times needed for set-up/clean-up: 2 PM - 10 PM
of tables: 10 # of chairs: 50

List materials being used for this event: _____

Will food/beverages be served? NO Description: Local artists will display their work while a DJ spins local music. This is a free event.

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 was acceptably cleaned, the deposit fee will be returned to the 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: Scott Ruffner Date: 11-15-13

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

Office Use Only:

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

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



Application for Use of Town Facility

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

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

Signboard Requested: Poster Board Week: _____ Plywood Board Week: _____

Representative Information:

Name: Langdon Plumer Address: 7 GARY LANE

Town/State/Zip: EXETER Phone: 778-0966

Email: ljplumer@comcast.net Date of Application: 11/12/13

Organization Information:

Name: EXETER LIONS CLUB Address: PO BOX

Town/State/Zip: EXETER, NH 03833 Phone: 778-0966

Reservation Information:

Type of Event/Meeting: MOVIES FOR CHILDREN Date: 12/7/13

Times of Event: 1-3 PM Times needed for set-up/clean-up: 12:30 - 3:30

of tables: _____ # of chairs: 100

List materials being used for this event: TOWN PROJECTOR

Will food/beverages be served? YES Description: POPCORN & WATER

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 was acceptably cleaned, the deposit fee will be returned to the 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: Langdon Plumer Date: 11/12/13

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



EXETER PUBLIC WORKS DEPARTMENT

13 NEWFIELDS ROAD • EXETER, NH • 03833-4540 • (603) 773-6157 • FAX (603) 772-1355

www.exeternh.gov

MONTHLY REPORT OCTOBER 2013

Administration

- Submitted quarterly report to USEPA & NHDES on Admin Order on Consent (#13-010)
- Issued Addendum; received 6 Qualifications Statements for Wastewater Facilities Plan
- Issued Notification of Groundwater Management Zone expansion at Cross Road Landfill
- Participated in SEIU contract negotiations first meeting and ground rules
- Presented to NH Water Works Assoc on flooding, responses, modifications at Exeter WTP
- Attended Public Works Leadership at Primex (Session 4 of 4 on Team Development)

Engineering

- Signed contracts and hosted a neighborhood meeting for the Portsmouth Avenue Utility project
- Estimating costs for sidewalk fixes
- The River study group will present their findings to the Selectmen on Nov. 4th regarding dam options; closing out grants from EPA and NOAA Gulf of Maine Council

Fleet & Facilities Maintenance

- Managed installation of new fuel system, Fuel Master including fuel pump controller
- Installation training of new radio frequency modules to be installed for Fuel Master
- DPW Admin Office remodel for additional office space
- Conducted a field walk of downtown buildings with Budget Sub Committee
- Inspected attics of Town Office, Historical Society, and Public Safety Complex for eligibility of Unutil's energy retrofit grant to assist with costs of attic insulation

Highway

- Reclaimed and paved: Whippoorwill, Pumpkin Circle, Shady Lane
- Removed 2 beaver dams: Cubie Road and Linden Street
- Screened compost, sand and gravel at the Transfer Station
- Installed sanders on all Highway trucks
- Wayne Almon, Heavy Equipment Operator, achieved NH Roads Scholar Level 2 (50 contact hrs)
- Josh Hamel, Heavy Equipment Operator, achieved NH Senior Roads Scholar (75 contact hrs)

Water Sewer

- Water Meter upgrades are 90% complete
- The Water Treatment Plant Waste Reduction SRF Project scheduled to start 11/5/13 delayed due to tool delivery issues - pushed to December.
- Per USEPA Admin Order (#10-240) a comprehensive sewage collection system self assessment was completed as a 3 year follow-up to the first one. Improvements across the board were noted; areas to be improved are public education and infiltration and inflow investigation documented procedures. The 3rd quarter progress report was also completed.

Town Manager's Office

NOV - 4 2013

Received

MIRSKY & PETITO

Attorneys at Law

P.O. Box 1063

Exeter, NH 03833

Tel./Fax (603) 580-2132

Admitted in Massachusetts and New Hampshire

David H. Mirsky

Joanne T. Petito

November 2, 2013

Exeter Board of Selectmen
10 Front Street
Exeter, NH 03833

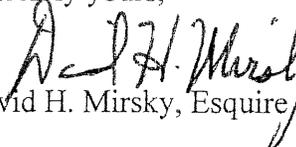
Re: Resignation from Exeter Zoning Board of Adjustment

Dear Selectmen:

Due to professional and personal commitments, I hereby resign my position as a Member of the Exeter Zoning Board of Adjustment. This resignation is effective immediately.

Thank you for the opportunity to have served the Exeter community.

Sincerely yours,


David H. Mirsky, Esquire

EXTV Monthly Report

Month: October

Year: 2013

Meetings Broadcast Live

Our DVR is failing to recognize DVD Media. Retrieved the unit at the P-Channel but missing the remote. These devices are becoming increasingly difficult to obtain.

EXTV has hired four new people to replace our usual end of summer turnover. Welcome aboard to Tiffany Tsu (pronounced – “shoe”), Max McCoy, David Prior and Christopher Cashman. David Thrumston will be coming on as a Tech Dept intern but will certainly end up involved with EXTV operations as well.

Date	Board/Meeting	Shown on (22,98,13) THS	Reported Issues	Broadcast Team/Person
10/7/2013	Selectmen	22-THS	None	Kyrra
10/8/2013	Conservation	22-THS	None	Chelsey
10/9/2013	WSA	22-THS	None	Chelsey
10/10/2013	Planning	22-THS	None	Chelsey
10/17/2013	HDC	22-THS	Canceled	N/A
10/21/2013	Selectmen	22-THS	None	Kyrra
10/22/2013	Library	22-THS	None	Kyrra/Tiffany
10/24/2013	Planning	22-THS	Needed restreaming	Chelsey
10/30/2013	BudCom	22-THS	None	Chelsea
10/31/2013	River Study	22-THS	None	Kyrra

Community Events Recorded:

Date	Event	Shown on (22, 98, 13) THS	Reported Issues	Broadcast Team/Person
10/5/2013	Powderkeg and Fall Festival	Recorded for 98	none	Chelsey & Kyrra
10/12/2013	Amos Tuck Day	Recorded for 98	none	Chelsey & Kyrra
10/25/2013	Halloween Parade	Recorded for 98	none	Chelsey & Kyrra
10/26/2013	Kid's Matinee	Setup and tech	none	Kyrra

Submitted By: Andy Swanson



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

RSA 91-A Request

Brian Griset <grisetandsons@comcast.net>

Mon, Nov 4, 2013 at 11:14 PM

To: Russ Dean <rdean@town.exeter.nh.us>, Don Clement <dclement43@yahoo.com>, Dan Chartran <dchartra@rcn.com>, "Julie D. Gilman" <juliedgilman@comcast.net>, Frank Ferraro <fferraro2010@gmail.com>

I attempted to send this email using the contact links for each Select-person and the Town Manager. The email address were not accurate. I have therefore used existing email addresses in my possession.

Please accept the following information request in accordance with the provision of RSA 91-A. So there is no confusion, I have included portions of the Statutes at the end of this email for your reference. This request is to cover tonight's Selectmen public meeting and the illegal "non-public session".

I hereby request to inspect all notes, materials, tapes, or other sources used for compiling the minutes of the Selectmen's meeting this date, both public and non-public sessions, and to make memoranda or abstracts or to copy such notes, materials, tapes, or sources inspected, at my discretion, except as otherwise prohibited by statute or RSA 91-A:5. This request covers both written, recorded and electronic records of any type.

I further request a copy of tonight's recorded meeting by the public access channel in DVD format. Please advise me when that material has been reproduced for my purchase.

Please inform me of the dates and times the documents will be available for inspection in compliance with the statutes and the location for each group. If any documents are not released as being privileged, please state which documents and list the reason within the required time-frame. Please preserve all documents pending legal action.

Brian Griset

TITLE VI

PUBLIC OFFICERS AND EMPLOYEES

CHAPTER 91-A

ACCESS TO GOVERNMENTAL RECORDS AND MEETINGS

Section 91-A:3

91-A:3 Nonpublic Sessions. –

I. (a) Public bodies shall not meet in nonpublic session, except for one of the purposes set out in paragraph II. No session at which evidence, information, or testimony in any form is received shall be closed to the public, except as provided in paragraph II. No public body may enter nonpublic session, except pursuant to a motion properly made and seconded.

(b) Any motion to enter nonpublic session shall state on its face the specific exemption under paragraph II which is relied upon as foundation for the nonpublic session. The vote on any such motion shall be by roll call, and shall require the affirmative vote of the majority of members present.

(c) All discussions held and decisions made during nonpublic session shall be confined to the matters set out in the motion.

II. Only the following matters shall be considered or acted upon in nonpublic session:

(a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted.

(b) The hiring of any person as a public employee.

(c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself, unless such person requests an open meeting. This exemption shall extend to any application for assistance or tax abatement or waiver of a fee, fine, or other levy, if based on inability to pay or poverty of the applicant.

(d) Consideration of the acquisition, sale, or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community.

(e) Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed against the public body or any subdivision thereof, or against any member thereof because of his or her membership in such public body, until the claim or litigation has been fully adjudicated or otherwise settled. Any application filed for tax abatement, pursuant to law, with any body or board shall not constitute a threatened or filed litigation against any public body for the purposes of this subparagraph.

(f) Consideration of applications by the adult parole board under RSA 651-A.

(g) Consideration of security-related issues bearing on the immediate safety of security personnel or inmates at the county correctional facilities by county correctional superintendents or their designees.

(h) Consideration of applications by the business finance authority under RSA 162-A:7-10 and 162-A:13, where consideration of an application in public session would cause harm to the applicant or would inhibit full discussion of the application.

(i) Consideration of matters relating to the preparation for and the carrying out of emergency functions, including training to carry out such functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life.

(j) Consideration of confidential, commercial, or financial information that is exempt from public disclosure under RSA 91-A:5, IV in an adjudicative proceeding pursuant to RSA 541 or RSA 541-A.

III. Minutes of meetings in nonpublic session shall be kept and the record of all actions shall be promptly made available for public inspection, except as provided in this section. Minutes and decisions reached in nonpublic session shall be publicly disclosed within 72 hours of the meeting, unless, by recorded vote of 2/3 of the members present, it is determined that divulgence of the information likely would affect adversely the reputation of any person other than a member of the public body itself, or render the proposed action ineffective, or pertain to terrorism, more specifically, to matters relating to the preparation for and the carrying out of all emergency functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life. This shall include training to carry out such functions. In the event of such circumstances, information may be withheld until, in the opinion of a majority of members, the aforesaid circumstances no longer apply.

Source. 1967, 251:1. 1969, 482:2. 1971, 327:3. 1977, 540:4. 1983, 184:1. 1986, 83:4. 1991, 217:3. 1992, 34:1, 2. 1993, 46:1; 335:16. 2002, 222:2, 3. 2004, 42:1. 2008, 303:4. 2010, 206:1, eff. June 22, 2010.

91-A:4 Minutes and Records Available for Public Inspection. –

I. Every citizen during the regular or business hours of all public bodies or agencies, and on the regular business premises of such public bodies or agencies, has the right to inspect all governmental records in the possession, custody, or control of such public bodies or agencies, including minutes of meetings of the public bodies, and to copy and make memoranda or abstracts of the records or minutes so inspected, except as otherwise prohibited by statute or RSA 91-A:5. In this section, "to copy" means the reproduction of original records by whatever method, including but not limited to photography, photostatic copy, printing, or electronic or tape recording.

I-a. Records of any payment made to an employee of any public body or agency listed in RSA 91-A:1-a, VI(a)-(d), or to the employee's agent or designee, upon the resignation, discharge, or retirement of the employee, paid in addition to regular salary and accrued vacation, sick, or other leave, shall immediately be made available without alteration for public inspection. All records of payments shall be available for public inspection notwithstanding that the matter may have been considered or acted upon in nonpublic session pursuant to RSA 91-A:3.

II. After the completion of a meeting of a public body, every citizen, during the regular or business hours of

such public body, and on the regular business premises of such public body, has the right to inspect all notes, materials, tapes, or other sources used for compiling the minutes of such meetings, and to make memoranda or abstracts or to copy such notes, materials, tapes, or sources inspected, except as otherwise prohibited by statute or RSA 91-A:5.

III. Each public body or agency shall keep and maintain all governmental records in its custody at its regular office or place of business in an accessible place and, if there is no such office or place of business, the governmental records pertaining to such public body or agency shall be kept in an office of the political subdivision in which such public body or agency is located or, in the case of a state agency, in an office designated by the secretary of state.

III-a. Governmental records created or maintained in electronic form shall be kept and maintained for the same retention or archival periods as their paper counterparts. Governmental records in electronic form kept and maintained beyond the applicable retention or archival period shall remain accessible and available in accordance with RSA 91-A:4, III. Methods that may be used to keep and maintain governmental records in electronic form may include, but are not limited to, copying to microfilm or paper or to durable electronic media using standard or common file formats.

III-b. A governmental record in electronic form shall no longer be subject to disclosure pursuant to this section after it has been initially and legally deleted. For purposes of this paragraph, a record in electronic form shall be considered to have been deleted only if it is no longer readily accessible to the public body or agency itself. The mere transfer of an electronic record to a readily accessible "deleted items" folder or similar location on a computer shall not constitute deletion of the record.

IV. Each public body or agency shall, upon request for any governmental record reasonably described, make available for inspection and copying any such governmental record within its files when such records are immediately available for such release. If a public body or agency is unable to make a governmental record available for immediate inspection and copying, it shall, within 5 business days of request, make such record available, deny the request in writing with reasons, or furnish written acknowledgment of the receipt of the request and a statement of the time reasonably necessary to determine whether the request shall be granted or denied. If a computer, photocopying machine, or other device maintained for use by a public body or agency is used by the public body or agency to copy the governmental record requested, the person requesting the copy may be charged the actual cost of providing the copy, which cost may be collected by the public body or agency. Nothing in this section shall exempt any person from paying fees otherwise established by law for obtaining copies of governmental records or documents, but if such fee is established for the copy, no additional costs or fees shall be charged.

V. In the same manner as set forth in RSA 91-A:4, IV, any public body or agency which maintains governmental records in electronic format may, in lieu of providing original records, copy governmental records requested to electronic media using standard or common file formats in a manner that does not reveal information which is confidential under this chapter or any other law. If copying to electronic media is not reasonably practicable, or if the person or entity requesting access requests a different method, the public body or agency may provide a printout of governmental records requested, or may use any other means reasonably calculated to comply with the request in light of the purpose of this chapter as expressed in RSA 91-A:1. Access to work papers, personnel data, and other confidential information under RSA 91-A:5, IV shall not be provided.

VI. Every agreement to settle a lawsuit against a governmental unit, threatened lawsuit, or other claim, entered into by any political subdivision or its insurer, shall be kept on file at the municipal clerk's office and made available for public inspection for a period of no less than 10 years from the date of settlement.

VII. Nothing in this chapter shall be construed to require a public body or agency to compile, cross-reference, or assemble information into a form in which it is not already kept or reported by that body or agency.

Source. 1967, 251:1. 1983, 279:2. 1986, 83:5. 1997, 90:2. 2001, 223:2. 2004, 246:2. 2008, 303:4. 2009, 299:1, eff. Sept. 29, 2009.

NOV - 7 2013

Received

To The Exeter Board of Selectmen:

Dear Board Members,

My name is Sheila Roberge and I have lived in Exeter for 40 years. Thirty of those 40 years have been spent living at 15 Pickpocket Road.

I have owned dogs for as long as I have lived here and have always enjoyed walking them down to the falls, up into Brentwood or just to the end of Pickpocket Road where it meets 111. Over the last few years the traffic on the road has increased as high school students use Pickpocket as a short cut to the high school and with the workers, visitors, and deliveries to the Boulders going in and out of Timber Lane. What has also increased is the number of walkers, joggers, dog walkers, baby stroller pushers, and bicyclists. Most of the walkers are older residents like myself. There are no sidewalks on the road, nor do I want a sidewalk. What I want are more speed limit signs posted, the word SLOW posted and just once in awhile I'd like to see a police car drive down the road.

A few months ago the police did put one of the electronic signs up to give people an indication of how fast they were driving. It has not had much effect. The 25mph sign at the beginning of the road (right off 111) is too close to the beginning of the road and is too small. It needs to be a few feet down on the road and perhaps be one of the signs with the 25 surrounded by yellow. Then as cars go down the hill by the pond there needs to be a slow sign as there is no shoulder for pedestrians to move to due to the guard rail and pond. As cars go up the hill after the pond there should be another sign as drivers cannot see if there are walkers in the road. Further down there should be another 25mph sign in between the two entrances to Pickpocket Woods. These signs should be repeated in the other direction as well. This may sound like a lot of signs, but every time I walk the road (which is about every day) almost all the cars passing me are going between 35 - 45mph. I usually yell to them to slow down or motion them to slow down but if I had a few signs to point to, that would be more effective. I would also like the police department to have a police car maybe once a week park on the Pickpocket Woods road or Timber Lane and just observe cars going by.

This fall I have almost been hit twice by drivers going too fast and several residents of the Boulders have told me they are now reluctant to walk down to the falls because of the speeders. I have so enjoyed my walks over the years but this past fall, I have had to cut through some of the trails that Riverwoods has put in just so I could avoid the traffic. However, walking through the woods is becoming more difficult as I am getting older. With children getting off the bus at Pickpocket Woods and walking down the road to go up Timber Lane there is another worry. The increase of deer crossing the road is also more hazardous when people speed. Please put more signs up on the road. The life you save may be mine!

Thank you, Sheila Roberge, November 6, 2013

cc/Exeter Police Department

A handwritten signature in black ink, appearing to read "Sheila Roberge", with a long horizontal flourish extending to the right.



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

Dam removal

Hans Hug <hhug@apache1.net>
To: rdean@town.exeter.nh.us

Mon, Nov 11, 2013 at 11:02 AM

I desire the Board to instruct the Town Administration to complete and file the grant application request, by January 31, 2014, for the "National Fish and Wildlife Service 75% "Hurricane Sandy Coastal Resiliency Competitive Grant Program.

Hans Hug

Exeter NH resident



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

Dam Grant

Luc Fillion <lucgfillion@gmail.com>

Mon, Nov 11, 2013 at 8:31 AM

Reply-To: lucgfillion@gmail.com

To: rdean@town.exeter.nh.us

Good morning Town Manager Dean,

I'm e-mailing you this morning to share my thoughts concerning the dismantling the dam on the Exeter River. Please communicate to the Board to instruct the Town Administration to complete and file the grant application request, by January 31, 2014, for the "National Fish and Wildlife Service 75% "Hurricane Sandy Coastal Resiliency Competitive Grant Program.

Respectfully,
Luc and Autumn Fillion
50 Westside Drive
Exeter

Who We Are What We Do Partnerships Results

[Home](#) » [2013 Hurricane Sandy Coastal Resiliency Competitive...](#)



QUICKLAUNCH

[Program Home](#)

Theme: Oceans and Coasts

2013 Hurricane Sandy Coastal Resiliency Competitive Grants Program RFP



RELATED DOCUMENTS

[PDF Version](#)

Proposal Due Date: Friday, January 31, 2014

On behalf of the Department of the Interior, the National Fish and Wildlife Foundation (NFWF) is pleased to announce the Hurricane Sandy Coastal Resiliency Competitive Grant Program which will support projects that reduce communities' vulnerability to the growing risks from coastal storms, sea level rise, flooding, erosion and associated threats through strengthening natural ecosystems that also benefit fish and wildlife.

The Hurricane Sandy Coastal Resiliency Competitive Grants Program will award more than \$100 million in grants throughout the region affected by Hurricane Sandy including Connecticut, Delaware, the District of Columbia, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Virginia, and West Virginia—the states that officially declared a natural disaster as a result of the storm event. Grants will be awarded to projects that assess, restore, enhance or create wetlands, beaches and other natural systems to help better protect communities and to mitigate the impacts of future storms and naturally occurring events on fish and wildlife species and habitats.

Program implementation is being closely coordinated with several Department of the Interior (DOI) bureaus including the U.S. Fish and Wildlife Service, National Park Service, U.S. Geological Survey, Bureau of Ocean Energy Management and the Bureau of Indian Affairs.

PROGRAM SPONSORS

More than \$100 million in funding is being provided by DOI to support the Competitive Grants Program. These funds are focused on rebuilding, restoring and researching natural defense systems in states that declared a natural disaster as a result of Hurricane Sandy.

In addition, NFWF received \$2.6 million from a court-ordered community service payment out of the District Courts of Delaware and New Jersey. The funds will be used for projects that will help to conserve, preserve, or restore the coastal environment of New Jersey and Delaware, specifically the areas affected by Hurricane Sandy.

FUNDING OPPORTUNITIES

LEVERAGING PROJECTS ON FEDERAL LANDS.

Proposals that complement or leverage projects on federal lands that were funded through Department of the Interior's Sandy Supplemental Mitigation Funds are

strongly encouraged. ([Click here for information on that program and funded projects.](#))

Project Planning and Design. Recognizing that more technically complicated restoration and protection projects often require a phase of planning, design and permitting, applicants may request funding up to \$250,000 to support this phase of project development for on-the-ground projects. Such funding may be used to support the preparation of conceptual designs, engineering plans, and detailed project budgets, to facilitate permitting processes, and to support other related tasks to position projects for successful implementation in the future. Projects that receive grants for planning and design may be eligible for funding in future grant cycles, to the extent they occur, to seek funding for project implementation.

While project design grants are not expected to achieve environmental or conservation outputs and outcomes, proposals should demonstrate that the resulting project plan, when implemented, will address program goals related to coastal resiliency and ecosystem enhancements. Proposals should explain how key stakeholders will be involved in the design process and provide assurance that the project implementation phase will be supported by key stakeholders (i.e., local or state regulatory agencies) once planning is completed.

Coastal Resiliency Assessments. DOI will invest in mapping, analysis, assessments, resiliency planning, and natural resource prioritizations that advance our knowledge of the effects of climate change, sea level rise, and storm events on coastal natural ecosystems and communities. The assessments should be designed to inform future management actions, policies and practices that can help natural resource managers and communities mitigate for the impacts of future storms and other naturally occurring events. Applicants should indicate how proposed assessments will complement existing assessments being conducted by DOI bureaus, existing partnerships including Landscape Conservation Cooperatives, and activity by other agencies and organizations. Grant funding of up to \$1 million will be available for projects in this category.

YOUTH AND VETERAN ENGAGEMENT.

Projects that include a significant role for youth and veterans are strongly Encouraged. Participation of youth and veterans may include commitments such as employment opportunities or internships that are designed to educate and provide hands-on experiences that can aid youth and veterans in finding future employment in natural resource conservation, natural and cultural history and related fields. Opportunities to engage youth and veterans in volunteer activities associated with individual projects are also welcomed.

Restoration and Resiliency Projects. Grant requests ranging from \$250,000 to \$5 million will be considered for projects that restore, enhance or create naturally functioning habitats or ecological systems for the benefit of communities and fish and wildlife species. Projects should demonstrate how they protect and enhance resiliency of natural systems and help to mitigate the impacts of future storms and other naturally occurring events on communities, fish and wildlife. Projects should result in measureable and observable improvements to these systems.

Projects can be conducted on Federal, state or local government lands or private lands

where there is a sufficient commitment to the protection of those lands for conservation purposes. However, given the goals of coastal resiliency, projects that consider the larger landscape and involve multiple landowners are encouraged.

Projects should describe the measurable outcomes (i.e. acres of wetlands and marsh created, miles of dunes and beaches replenished, miles of shoreline restored, number of communities integrating resiliency into future land use planning, etc.) anticipated through project implementation and highlight how these outcomes will enhance resiliency for the benefit of communities and fish and wildlife.

Furthermore, projects should support habitat and restoration goals of the Department of the Interior and its bureaus and complement state and local conservation priorities, including State Wildlife Action Plans (SWAPs), which are consistent with the goals of this program.

Finally, applicants should have a track record of project implementation success and the technical capacity to implement projects at a large scale. Applicants should also demonstrate strong partnerships with Federal, state and local agencies, existing regional partnerships such as Landscape Conservation Cooperatives as well as communities, non-profit organizations. Applicants are strongly encouraged to include a voluntary component that allows for citizens, students and others to participate.

Examples of restoration activities that are eligible for funding through this program include, but are not limited to:

- Sub-tidal Habitat
 - Build or restore oyster reefs
 - Replant submerged aquatic vegetation (SAV)
- Beaches and Dunes
 - Restore and enhance beach, bluff and/or dunes
 - Re-vegetate native plant communities
 - Rebuild and stabilize critical nesting islands
 - Install living shorelines
 - Rebuild lower beach habitat
- Wetlands and Marshes
 - Clear large debris and hazardous material from habitats, including wetlands
 - Plant or replant with native vegetation
 - Restore tidal hydrology
 - If appropriate install structures to protect against erosion and habitat loss
- Near-Coastal Freshwater Habitat
 - Assess and repair water control structures and pumps for managed wetlands and freshwater pond areas
 - Rebuild vernal pools and restore freshwater impoundments
 - Repair channels between estuaries and ponds allowing for freshwater return
 - Restore breached dikes
- Coastal Forests
 - Take reasonable measures to prevent against salt water intrusion
 - Plant or replant areas suitable for forest habitat with native species
- Inland Rivers and Streams
 - Riparian buffer restoration and creation
 - Stream restoration
 - Dam removal
 - Culvert replacement, upgrade or repair

- o Floodplain reconnection

Green Infrastructure. Projects using green infrastructure techniques and approaches that provide multiple ecosystem benefits and help to provide community resiliency will be considered for funding. These projects may include rebuilding natural systems in communities, such as wetlands, floodplains and forests, or applying green/"nature-based" stormwater management techniques including projects that infiltrate, capture and reuse stormwater to maintain or restore natural hydrology and prevent overflows and flooding. By establishing new or enhancing existing green infrastructure within or nearby communities, the impacts from future storms as well as sea level rise can be mitigated and wildlife and water quality can be enhanced. Grant requests ranging from \$250,000 to \$1 million will be considered.

Community Coastal Resiliency Planning. Projects that assist local governments and community organizations to integrate environmentally-sound solutions into comprehensive planning and zoning and into capital programs for parks, schools, transportation and community redevelopment will be considered for funding. Projects should demonstrate how local governments can integrate green infrastructure restoration, protection and maintenance into existing budgets and planning processes across multiple government departments (e.g., public works, parks and recreation, emergency management, education, transportation). Grant requests ranging from \$100,000 to \$500,000 will be considered and projects that involve multiple communities that are committed to the implementation of these planning exercises are encouraged.

EVALUATION CRITERIA

Proposals will be reviewed, evaluated and scored based on the extent to which they meet the following criteria:

- o Environmental and Community Benefits (65 points) –Projects will increase community resiliency, such as reducing vulnerability to the growing risks from coastal storms, sea level rise, flooding, erosion and associated threats by strengthening natural ecosystems that also benefit fish and wildlife. Essentially, the ecological outcomes of any project should provide resiliency benefits for population centers or communities in proximity to the project. For example, projects should:
 - o increase the resilience and capacity of ecosystems and infrastructure to withstand impacts of future storms;
 - o address consequences of large-scale storms such as ecological and coastal change; flood and/or wind damage to built infrastructure; economic and commercial disruption; disruption of services
 - o explain the importance of the project location to creating or enhancing coastal resiliency and why the proposed project or strategy is appropriate for addressing coastal resiliency needs in that location; describe how the project design was informed by sound science and practice; and explain how any risks associated with the project will be mitigated in order to reduce any potential for negative impacts on resiliency.
 - o describe how the project benefits are substantial and measureable over a long-period of time, require minimal re-investment or operational costs after project completion, and account for projected changes in environmental stressors (e.g. climate change, sea level rise, land use/urbanization).
 - o leverage and amplify benefits of other proposed projects or ongoing resilience efforts, particularly those that complement recent investments

- made through the DOI Mitigation Fund;
- explain how long will it take for the expected benefits to be realized (i.e., speed to functionality) and have an positive impact on natural systems and communities; and,
- if appropriate, explain how the project will advance innovative technologies and practices that have the potential to drive down the cost and accelerate adoption of resiliency and adaptation strategies.
- Collaboration and Partnerships (10 points) – Stakeholders, communities, and municipalities were actively engaged in the planning process. An appropriate partnership exists to implement the project and the project is supported by a strong local partnership that will sustain it after the life of the grant.
- Work Plan & Logistics (10 points) – Project is technically sound and feasible, and the proposal sets forth a clear, logical and achievable work plan. Project team is well qualified and factors such as risk, permits and approvals, and safety are addressed adequately.
- Budget (10 points) – The budget is cost-effective, in-line with industry standards and is generally reasonable, and leverages other financial contributions.
- Youth and/or Veteran Engagement (5 points) – Project significantly involves youth and/or veterans in the completion of the project. Provides long-term benefits beyond the life of the project to those involved.

GUIDELINES FOR GRANTS

- Projects must be implemented entirely within the states that officially declared a natural disaster as a result of the storm system: Connecticut, Delaware, the District of Columbia, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Virginia, and West Virginia.
- Projects that are in the planning stage may be funded in phases, where an initial grant phase may support completion of the planning and design stage of a project and a subsequent phase(s) supports on-the-ground implementation.
- Successful applicants will be required to provide sufficient documentation that the project expects to receive or has received all necessary permits and clearances to comply with any Federal, state or local requirements. Where projects involve work in the waters of the United States, NFWF strongly encourages applicants to conduct a permit pre-application meeting with the Army Corps of Engineers prior to submitting their proposal. In some cases, if a permit pre-application meeting has not been completed, NFWF may require successful applicants to complete such a meeting prior to grant award.
- All appropriate, on-the-ground projects should include a monitoring plan and collect and generate data for future use. In these cases, applicants will be asked to develop Quality Assurance Project Plans (QAPPs) as part of their grant. Applicants should budget time and resources to complete this task if appropriate.
- Eligible applicants include: non-profit 501(c) organizations (e.g., watershed organizations, homeowners associations, environmental groups, etc.), local governments and agencies (e.g., counties, townships, cities, boroughs, conservation districts, planning districts, utility districts, etc.), recognized tribes, state government agencies and academic institutions.
- Individuals are not eligible for grants.
- Projects must engage all appropriate local partners to ensure the long-term sustainability of the project, as well as its integration into local programs and policies. In most cases these partners will include: local government agencies (e.g., departments of planning, zoning, public works, environment, school districts, etc.), local watershed groups, and community leaders.
- Projects must be technically sound and feasible and carried out by qualified

individuals and organizations.

- Grantees must contribute non-Federal matching funds and in-kind services valued at a minimum of 25 percent of total project costs. Applicants are encouraged to show federal partner contributions as well, although these contributions may not count toward the minimum match. Match should be calculated as a percentage of the total project costs, where the grant request plus the match equals the total project costs.
- Grantees may only use grant funds for indirect costs if 1) the grantee organization has a federally-approved indirect rate; AND, indirect costs do not exceed 15 percent of the total grant request (even when the federally-approved rate is greater than 15 percent).
- Projects must be ready to begin implementation within six months of the grant award.
- Projects must be completed within 2 years of grant award.
- All applicants with active grants from NFWF must be in good standing in terms of reporting requirements, expenditure of funds, and QAPPs (if required).

Ineligible Uses of Grant Funds

- Neither grant funds nor matching contributions may be used to support political advocacy, lobbying or litigation.
- Grantees may not use grant funds to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation and settlement agreements.

How To apply FOR A GRANT

1. Go to www.nfwf.org/easygrants to register in our Easygrants online system. (If you already are a registered user, use your existing login.) Enter your applicant information.
2. Select the "Apply for Funding" Tab at the top of the screen. Select the "Hurricane Sandy Coastal Resiliency Competitive Grants Program 2013" from the list of options.
3. Follow the instructions in Easygrants to complete your application. Once you get started, you may save your application in progress and return another time to complete and submit it.

The application will be made available in Easygrants no later than November 12, 2013. Proposals are due on January 31st, 2014 and must be submitted through NFWF's online application at www.nfwf.org/easygrants.

IMPORTANT DATES

NFWF will host a series of regional workshops and an information webinar for applicants to review this Request for Proposals and respond to questions. **You must register in order to attend.**

[CLICK HERE TO REGISTER FOR A REGIONAL WORKSHOP](#)

Regional Workshop at Chesapeake Bay Environmental Center

November 18, 2013
10am – 2pm
600 Discovery Lane
Grasonville, MD 21638

Regional Workshop at the University of Rhode Island Bay Campus

November 19, 2013
 10am – 2pm
 Coastal Institute Building Auditorium
 215 S Ferry Road
 Narragansett, RI 02882

Regional Workshop at Monmouth University

December 9, 2013
 10am – 2pm
 Magill Club Rooms 107-109
 400 Cedar Avenue
 West Long Branch, NJ 07764

Regional Workshop at Rockaway Beach

December 10, 2013
 10am – 2pm
 TBD
 Rockaway, NY

[CLICK HERE TO REGISTER FOR A REGIONAL WORKSHOP](#)

Webinar for Applicants

December 17, 2013
 2pm – 4pm
 Online – [Click here to register](#)

Proposals Due January 31, 2014

We anticipate awards will be announced in April 2014

For additional information, please contact Mandy Chesnutt at Mandy.Chesnutt@nfwf.org or Martin McHugh at Martin.McHugh@nfwf.org.

ADDENDUM: PROJECT METRICS

Applicants will be asked to provide information on what is anticipated to be accomplished during the grant period. Applicants will be asked to track progress against these metrics and report on progress at specific project intervals and in a final report. Metrics are divided into seven strategies: “Species Outcome”, “Habitat Restoration”, “Habitat Management”, “Capacity, Outreach, Incentives”, “Species-specific Strategies”, “Planning, Research, Monitoring”, and “Other Outcomes”. Examples of metrics that are able to be collected include:

Strategy	Activity	Metric	Description
Species Outcome	Population	Acres occupied by the species	Enter the acres of oyster reef restored
Habitat	Beach habitat	Miles	Enter the number of miles

Restoration	quality improvements	restored	restored
Habitat Management	BMP implementation for stormwater runoff	Volume of stormwater prevented	Enter the volume (in gallons) of stormwater prevented from entering water body
Capacity, Outreach, Incentives	Economic benefits	Jobs created	Enter the number of jobs created
Capacity, Outreach, Incentives	Outreach/ Education/ Technical Assistance	Number of people reached	Enter the number of people reached by outreach, training, or technical assistance activities
Planning, Research, Monitoring	Management or Governance Planning	Number of plans developed	Enter the number of communities adopting coastal resiliency management plans
Planning, Research, Monitoring	Research	Number of research studies completed	Enter the number of resiliency assessments developed that inform future management decisions

A complete list of metrics is included in the on-line application.

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1133 Fifteenth St., N.W., Suite 1100
 Washington, D.C. 20005
 T 202-857-0166 | F 202-857-0162

NOV - 8 2013

Received

Exeter Farms Homeowners' Association, Corporation

November 7, 2013

To: Mr. Russell Dean, Town Manger

From: Exeter Farms Homeowner's Association (EFHA) Board of Directors (BOD)

Subject: Town of Exeter "High Risk" Tree

Attachment: 1. Exeter Farms Tree Risk Assessment, Pages 1-8.

Attachment: 2. Site Map Location

Dear Sir,

The EFHA consulting Arborist has identified a "High Risk" tree located in the small cemetery owned by the Town of Exeter and abutted on three sides by EFHA Common Land near the corner of Exeter Farms Road and Hampton Road. The EFHA BOD believes this tree represents a potential imminent danger to EFHA member's persons and properties (as well as vehicular traffic on Hampton road) and requests the Town of Exeter to promptly remove the tree.

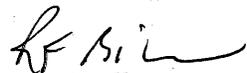
In July 2013 the EFHA BOD contracted the services of Mr. Howard Gaffin to perform a tree health risk assessment of the perimeter of the forested areas abutting EFHA Common Land and EFHA member properties for the purpose of identifying potentially hazardous trees. Howard Gaffin is a Board Certified Master Arborist (BCMA) through the International Society of Arboriculture (ISA) and a Registered Consulting Arborist through the American Society of Consulting Arborist (ASCA) with a degree in Natural Resource Management. BCMA is the highest level of certification offered with less than 2% of Certified Arborists holding this certification.

Mr. Gaffin's report was completed and submitted to the EFHA BOD on September 2, 2013. The complete report is twenty-six (26) pages in length and identifies a total of fourteen (14) trees varying in degree of risk along the forested perimeter of the EFHA development. EFHA has already removed six (6) of the trees identified in Mr. Gaffin's report as posing a potential danger to EFHA member persons or properties at EFHA expense. One (1) of only two (2) trees evaluated to be of "High Risk", for which there are no recommended abatement procedures available other than immediate removal of the tree, belongs to the Town of Exeter.

We have provided as an attachment the first eight pages of Mr. Gaffin's report to the EFHA BOD that identifies the town owned "High Risk" tree and the methodology used to conduct the assessment. An attached site map with the approximate location of the tree is also provided for your convenience.

The EFHA BOD requests that the Town of Exeter take immediate action to eliminate this potential hazard to the EFHA membership and the surrounding community by removing the distressed tree. Thank you in advance for your prompt action on this matter.

Sincerely,



Robert Bilharz, President

Exeter Farms Tree Risk Assessment

Prepared for:
Exeter Farms Homeowners Association
PO Box 451
Exeter, NH 03833

Prepared by:
Howard Gaffin
MCA #1468
BCMA # NE-0363B
RCA #458

September 2, 2013

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Summary

After assessing the health and structure of selected trees on common land property, I have determined two to be of high risk, two to be moderate risk, one to be of low to moderate risk, and nine to be low risk. Risk ratings for each tree and abatement recommendations are included in this report.

Introduction

Background

In early July of 2013, I was contacted by Ms. Julia Lambert in regards to trees located on property owned by the Exeter Farms Housing Association (EFHA) in Exeter, NH. There is concern about the possible risks posed to privately owned properties from some of the trees on the commonly owned land. I was contracted to provide an objective assessment of the trees in question.

Assignment

After discussions with board member Mr. Joe Stagnone, it was agreed that I would:

- Photograph and document trees on common land exhibiting potential risk to life and/or property
- Assess and rate the risks. Provide recommendations and abatement options if applicable.
- Provide a written report of my findings.

Scope of Work

The scope of this assignment is limited to trees located on EFHA common land that are abutting privately owned association properties. Except for two trees noted in this report, I did not inspect any trees abutting public land along Rt. 22 or Guinea Rd., nor any trees assumed to be located on privately owned property. The trees should be reassessed annually, unless noted otherwise in this report.

A level two risk assessment was used for this report. A level two assessment includes the following (from ANSI A300 (part 9)-2011 Tree Risk Assessment):

- A 360 degree, ground-based visual inspection of the tree crown, trunk, root crown¹, above ground roots, and site conditions around the tree and targets
- When sounding is specified, a mallet or equivalent tool may be used to detect large hollows and loose bark in the trunk, root crown, and above ground buttress roots²
- Use of hand tools, trowels, binoculars, or probes shall not be precluded
- An assessment shall include the identification of conditions indicating the presence of structural defects

Limitations

Identifying and managing risks associated with trees is a subjective process. Since the nature of tree failures remains largely unknown, the ability to predict failure remains limited (see Arborist Disclosure Statement, pg. 24).

¹ root crown - area where main roots join the plant stem, usually at or near ground level

² buttress roots – roots at the trunk base that help support the tree and equalize mechanical stress

Purpose and Use

The purpose of this report is to provide objective information regarding the risks presented by trees abutting privately owned properties that are located on EFHA land. It may be used for decision makers to properly allocated resources toward tree related matters.

Observations

I met with Mr. Joe Stagnone at his home at 9 Exeter Farms Rd., Exeter, NH on July 27, 2013. The Essex Farms Housing Association is made up of 50 homes. The community is surrounded by a wooded area of commonly owned land that abuts the back yards of the private properties. Mr. Stagnone provided a tour of the site, and pointed out specific trees that were of concern. Many of the trees that are located along the borders are quite large. Some of them appear to have survived a wood harvest or two, and dominate the over-story of the woodlot. Most of the trees that could impact properties are located in the western part of the community (see Site Map, pg. 23).

Individual observations and assessments are provided in this report for 14 trees assumed to be on EFHA commonly owned land.

Discussion

Methodology

I have chosen to use a Qualitative Risk Assessment as an approach for this report. The following information regarding this approach comes directly from an article in the International Society of Arboriculture publication, Arborist News (E. Thomas Smiley, Nelda Matheney and Sharon Lilly. "Qualitative Tree Risk Assessment." Arborist News, February, 2012, pgs. 12-20).

Qualitative risk assessment is the process of using ratings of the likelihood and consequences of an event to determine a risk level and evaluate the level of risk against qualitative criteria. Often, ratings are combined in a matrix to categorize risk. Inherent subjectivity and ambiguity are limitations of the qualitative approach. In order to increase reliability and consistency of application, it is important to provide clear explanations of the terminology and significance of the ratings defined for likelihood, consequences, and risk.

The first part of the assessment is to determine the *Likelihood of Failure* and apply one of the following ratings:

- **Improbable** - the tree or branch is not likely to fail during normal weather conditions and may not fail in many severe weather conditions within the specified time period.
- **Possible** - failure could occur, but it is unlikely during normal weather conditions within the specified time period.
- **Probable** - failure may be expected under normal weather conditions within the specified time period.
- **Imminent** - failure has started or is most likely to occur in the near future, even if there is no significant wind or increased load. This is a rare occurrence for a risk assessor to encounter, and may require immediate action to protect people from harm.

Next, the *Likelihood of Impacting a Target* is assessed using the following ratings:

- **Very Low** - the chance of the failed tree or branch impacting the specified target is remote. This is the case in a rarely used site that is fully exposed to the assessed tree, or an occasionally used site that is partially protected by trees or structures. Examples include a rarely used trail or trail head in a rural area, or an occasionally used area that has some protection against being struck by the tree failure due to the presence of other trees between the tree being assessed and the targets.
- **Low** - it is not likely that the failed tree or branch will impact the target. This is the case in an occasionally used area that is fully exposed to the assessed tree, a frequently used area that is partially exposed to the assessed tree, or a constant target that is well protected from the assessed tree. Examples are a little-used service road next to the assessed tree, or a frequently used public street that has a street tree between the street and the assessed tree.
- **Medium** - the failed tree or branch may or may not impact the target, with nearly equal likelihood. This is the case in a frequently used area that is fully exposed on one side to the assessed tree, or a constantly occupied area that is partially protected from the assessed tree. Examples include a suburban street next to the assessed street tree or a house that is partially protected from the assessed tree by an intermediate tree.
- **High** - the failed tree or branch will most likely impact the target. This is the case when a fixed target is fully exposed to the assessed tree or near a high-use road or walkway with an adjacent street tree.

After providing ratings for the previous two categories, a matrix is used to estimate the *Likelihood of a Tree Failure Impacting a Target* as follows:

Likelihood of a Tree Failure Impacting a Target				
Likelihood of Failure	Likelihood of Impacting Target			
	Very Low	Low	Medium	High
Imminent	Unlikely	Somewhat likely	Likely	Very Likely
Probable	Unlikely	Unlikely	Somewhat likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

The next step is to determine the *Consequences of Failure*. Consequences are estimated based on the value of the target and the harm that may be done to it. The consequences depend on the part size, fall characteristics, fall distance, and any factors that may protect the risk target from harm. The significance of target values—both monetary and otherwise—is subjective and relative to the client. Values should be assessed from the client’s perspective. *Consequences of Failure* can be categorized using the following guidelines:

- **Negligible** - consequences are those that involve low-value property damage or disruption that can be replaced or repaired, and do not involve personal injury. Examples of negligible consequences include:
 - a small branch striking a fence
 - a medium-sized branch striking a shrub bed
 - a large part striking a structure and causing low monetary damage
 - disruption of power to landscape lighting

- **Minor** - consequences are those involving low to moderate property damage, small disruptions to traffic or a communication utility, or very minor injury. Examples of minor consequences include:
 - a small branch striking a house roof from a high height
 - a medium-sized branch striking a deck from a moderate height
 - a large part striking a structure
 - short-term disruption of power at a service drop to a house
 - temporary disruption of traffic on a neighborhood street
- **Significant** - consequences are those that involve property damage of moderate to high value, considerable disruption, or personal injury. Examples of significant consequences include:
 - a medium-sized part striking an unoccupied new vehicle from a moderate or high height
 - a large part striking a structure and resulting in high monetary damage
 - disruption of distribution primary or secondary voltage power lines, including individual services and street-lighting circuits
 - disruption of traffic on a secondary street
- **Severe** - consequences are those that could involve serious personal injury or death, damage to high-value property, or disruption of important activities. Examples of severe consequences include:
 - injury to a person that may result in hospitalization
 - a medium-sized part striking an occupied vehicle
 - a large part striking an occupied house
 - serious disruption of high-voltage distribution and transmission power lines
 - disruption of arterial traffic or motorways

Once the *Consequence of Failure* rating has been determined, it is combined with the *Likelihood of a Tree Failure Impacting a Target* rating using the following matrix to determine a *Tree Risk Rating*.

Risk Rating Matrix				
Likelihood of Failure and Impact	Consequences			
	Negligible	Minor	Significant	Severe
Very Likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat likely	Low	Low	Moderate	Moderate likely
Unlikely	Low	Low	Low	Low

This matrix was designed specifically for the evaluation of risk posed by tree failures. The limitations associated with using a matrix include the inherent subjectivity associated with the selection of both the likelihood and consequence factors, and the lack of comparability to other types of risk assessed using other means.

In the tree risk assessment matrix, four terms are used to define levels of risk: low, moderate, high, and extreme. These risk ratings are used to communicate the level of risk and to assist in making recommendations to the owner or risk manager for mitigation and inspection frequency. The priority for action depends upon the risk rating and risk tolerance of the owner or manager.

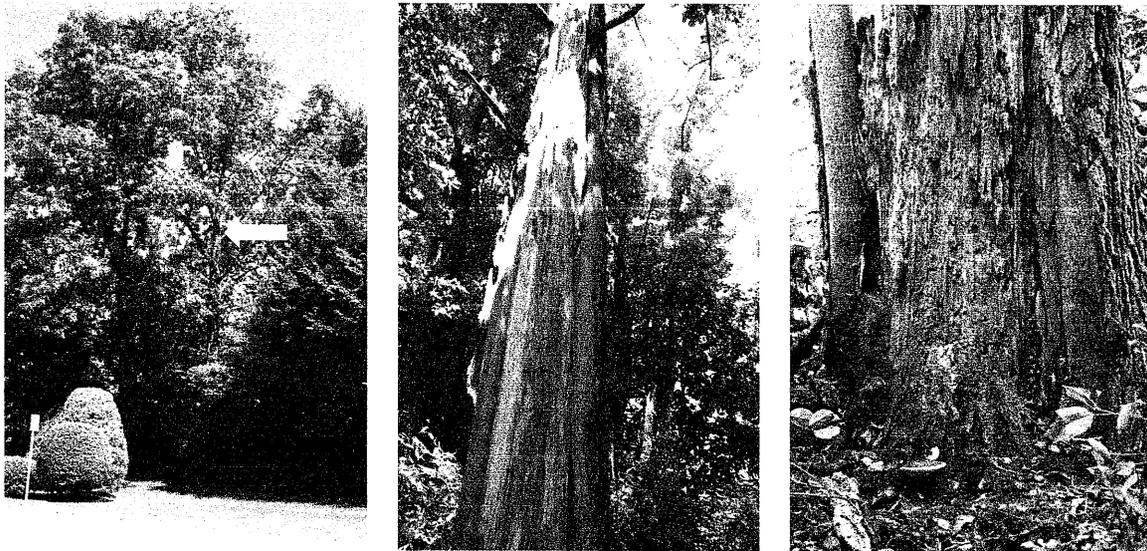
- **Low** - The low-risk category applies when consequences are “negligible” and likelihood is “unlikely”; or when consequences are “minor” and likelihood is “somewhat likely.” Some trees with this level of risk may benefit from mitigation or maintenance measures, but immediate

action is not usually required. Tree risk assessors may recommend retaining and monitoring these trees, as well as mitigation that does not include removal of the tree.

- **Moderate** - Moderate-risk situations are those for which consequences are “minor” and likelihood is “very likely” or “likely”; or when likelihood is “somewhat likely” and consequences are “significant” or “severe.” The tree risk assessor may recommend mitigation and/or retaining and monitoring. The decision for mitigation and timing of treatment depends upon the risk tolerance of the tree owner or manager. In populations of trees, moderate-risk trees represent a lower priority for mitigation than high or extreme-risk trees.
- **High** - High-risk situations are those for which consequences are “significant” and likelihood is “very likely” or “likely,” or when consequences are “severe” and likelihood is “likely.” This combination of likelihood and consequences indicates that the tree risk assessor should recommend mitigation measures be taken as soon as is practical. The decision for mitigation and timing of treatment depends upon the risk tolerance of the tree owner or risk manager. In populations of trees, the priority of high-risk trees is second only to extreme-risk trees.
- **Extreme** - The extreme-risk category applies in situations in which failure is “imminent” and there is a high likelihood of impacting the target, and the consequences of the failure are “severe.” The tree risk assessor should recommend that mitigation measures be taken as soon as possible. In some cases, this may mean immediate restriction of access to the target zone area to avoid injury to people.

The Trees

Tree 1 - Red Oak



Tree: 1, Red Oak, 26" dbh

Location: Within small cemetery near Rt. 27 and main entry

Part(s) Evaluated for Failure: Root crown/lower trunk

Potential Targets: Cars on Rt. 27

Likelihood of Failure: Probable

Likelihood of Impacting Target: High

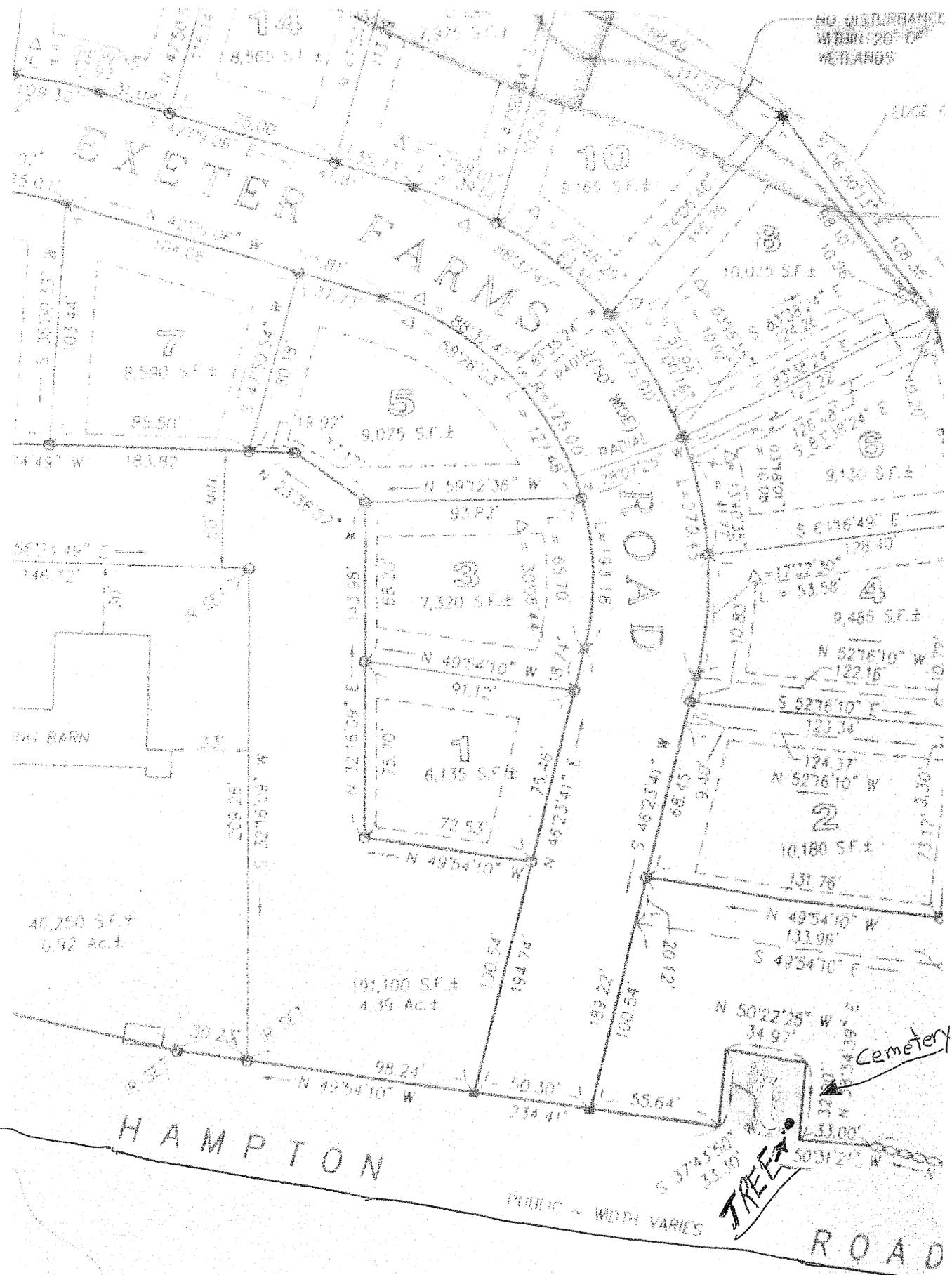
Consequences of Impact: Significant

Risk Rating: High

Observations: This large Red oak exhibits a large open wound with exposed, decaying wood running from the base of the tree to about 25 feet up the trunk. The wound is approximately one third the circumference of the tree at the base. *ganoderma applanatum* and *xylaria polymorpha* fungi are evident. While *xylaria* is not a serious threat, *ganoderma* indicates serious pending decay that can cause both root and butt rot. Sounding with a mallet indicates a thin shell wall. The foliage appears to be fair in color and density. Impact to Rt. 27 is a possibility should a failure take place.

Recommendations and Risk Abatement Options: No abatement options are applicable for this tree.

NO ENCROACHMENT
WITHIN 20' OF
WETLANDS





November 6, 2013

NOV 12 2013

Received

Board of Selectmen
Town of Exeter
10 Front Street
Exeter, NH 03833

Re: Municipal Emergency Reporting Procedure

Dear Chairman and Members of the Board:

As part of Comcast's ongoing commitment to broadband network reliability, and our efforts to better serve municipal customers, I am writing to remind you of our emergency reporting procedures for certain outside plant and service problems.

In the event that any municipal building experiences problems with downed cable drops, signal transport issues with I-NET or Video Return Lines, Public, Education and Government (PEG) Access channels or to have our technical or construction staff on-site during an emergency, please call the following number:

1-800-556-9979, Option 3

The attached steps will put you in touch with our Excellence Operations Center (XOC), 24-hours a day, and seven days a week. The XOC can dispatch someone to respond to your call in an efficient manner. ***Please note this information and telephone number IS NOT for public dissemination.***

Please do not hesitate to contact me at 603.334.3603 should you have questions.

Sincerely,

Jay Somers

Jay Somers, Sr. Manager
Government Affairs



**MUNICIPAL
EMERGENCY/TROUBLE REPORTING PROCEDURES**

(Please note the XOC telephone number listed below **IS NOT** for public dissemination)

- **STEP 1 Dial:** XOC (Excellence Operations Centers)
24/7 @ 1-800-556-9979

- **STEP 2 Select:** Option #3 - Municipal Issues

- **STEP 3 Reason for call:**
 - Option #1 -Down Wires
 - Will be prompted to enter zip code
 - Option #2 - Pole or **all other** Municipal Issues

- **STEP 4 Speak with Rep. and/or obtain trouble ticket number**