

**Exeter Board of Selectmen Meeting
Monday, May 19th, 2014, 6:50 p.m.
Nowak Room, Town Office Building
10 Front Street, Exeter, NH**

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

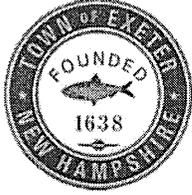
1. Call Meeting to Order
2. Board Interview – Wheelwright Room, ZBA
3. Bid Openings
4. Public Comment
5. Minutes & Proclamations
 - a. Proclamations: Public Works Week
 - b. Regular Meetings: May 5th, 2014
6. Appointments
7. Discussion/Action Items
 - a. New Business
 - i. Sportsmen’s Club re: Berm Project
 - ii. Public Hearing: Elliott Property Purchase
 - iii. DPW Grant: Gilman Well Fencing
 - iv. DPW Grant: Asset Management Public Water System
 - v. Grant Application: Historic District Revitalization
 - vi. NH Bond Bank Resolution: Great Dam/Water/Sewer Bonds
 - vii. Review Primex BOS Goal Setting Report
 - b. Old Business-
 - i. Fuller Lane Tank Management Contract Proposal
 - ii. Selectboard Policy Update: 06-01 Permits
8. Regular Business
 - a. Tax, Water/Sewer Abatements & Exemptions
 - b. Permits & Approvals
 - c. Town Manager’s Report
 - d. Selectmen’s Committee Reports
 - e. Correspondence
9. Review Board Calendar
10. Non Public Session
11. Adjournment

Julie Gilman, Chairwoman
Exeter Selectboard

Posted: 5/16/14 Town Office, Town Hall, Town Website

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.

AGENDA SUBJECT TO CHANGE



Town of Exeter
Boards, Commissions & Committees
Appointment Application

Committee Selection:

1st Choice: Zoning Board of Adjustment 2nd Choice: Planning Board

Name: Kevin M. Baum

Address: 11 Kossuth Street

Email: kevinmbaum@yahoo.com

Phone: 603.580.5860 Cell: 603.812.5828

Please describe your interest in serving on this committee.

I would like the opportunity to give back to my community and to help shape the ongoing development of Exeter. As a homeowner and parent, the future growth of Exeter is of utmost importance to me. I hope to help Exeter continue to expand economic development through smart development of our downtown, commercial and industrial corridors and preservation of open spaces.

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

I am a practicing attorney with a focus on real estate, environmental and other land use matters. As a father, hiker and mountain biker, I am also an avid user of Exeter's parks, trails and other open spaces. A copy of my resume is attached for additional background information.

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

As an attorney, I would need to recuse myself from any applications by an existing client or presented by another member of my law firm.

Are you aware of the meeting schedule and able to commit to attending regularly?

YES

NO

After submitting this application for appointment to the Town Manager:

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

Signature:  Date: 5/9/14

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

Kevin M. Baum

11 KOSSUTH STREET • EXETER, NH 03833 • 603.812.5828 • KEVINMBAUM@YAHOO.COM

PROFESSIONAL EXPERIENCE

Devine Millimet & Branch, Manchester, New Hampshire

Associate Attorney, 2006 – Present

Summer Associate, 2005

- Provide legal counseling to clients on a variety of general corporate, transactional and other business matters for one of NH's largest firms. Subject matter expertise includes entity formation, land use, real estate development and conveyancing, planning and zoning, regulated and municipal utilities and environmental compliance.
- Effectively draft and negotiate contracts, deeds, leases and other agreements.
- Prepare persuasive legal pleadings for land use, utility and environmental proceedings.
- Served as acting in-house counsel for a regulated electric and natural gas utility.

Jacques Whitford Company, Inc., Portsmouth, New Hampshire

Project Coordinator, 2002 – 2003

Staff Scientist, 2001 – 2002

- Managed field staff and subcontractors during environmental investigations, geotechnical assessments and Due Diligence Team projects for a national environmental consulting and engineering firm.
- Completed environmental site assessments, transaction screens and environmental due diligence for residential, commercial and industrial properties throughout the United States.

EA Engineering, Science & Technology, Bedford, Massachusetts

Geologist, 2000 – 2001

- Served as Site Safety and Health Officer and Field Team Leader for geotechnical and hydrogeological fieldwork at Superfund sites throughout New England
- Developed and managed a project wide electronic Superfund site database

EDUCATION

University of Pittsburgh School of Law, Pittsburgh, Pennsylvania

Juris Doctor, May 2006

Certificate in Environmental Law, Science and Policy

Honors & Activities

- Community Service Award, May 2006
- Allegheny County Bar Association Environmental Law Scholarship Finalist, May 2005
- President: Environmental Law Council, 2004-2006
- National Environmental Law Moot Court Competition, Fall 2004

Bates College, Lewiston, Maine

Bachelor of Arts in Geology, May 1999

Senior Thesis – “The Evolution and Composition of the Androscoggin Lake Igneous Complex”

Study Abroad – *Semester at Sea*, Fall 1996

OTHER LEGAL EXPERIENCE

University of Pittsburgh School of Law, Pittsburgh, Pennsylvania

Research Assistant: Professor Penina Kessler Lieber, January 2006 – May 2006

- Edited and compiled research materials for "The Complete Guide to Nonprofit Organizations," 2nd Ed., Civic Research Institute (2007).

Community & Economic Development Clinic, September 2005 – May 2006

- Co-created and presented a seminar to assist newly forming non-profit organizations

Research Assistant: Professor Thomas Buchele, May 2004 – May 2005

- Provided legal research and analysis pertaining to federal and state environmental statutes and common law claims.

Environmental Law Clinic, May 2004 – December 2004

- Conducted research and prepared legal memoranda for pro-bono environmental litigation.

PUBLICATIONS

- "Environmental, Natural Resources & Utilities Law: Wetlands Mitigation: Changes on the Horizon," NH Bar News, September 20, 2013
- "Spilling the beans?," NH REALTOR, August 28, 2013
- "Ask the Expert - Wetlands Permitting", BIA Report, Third Quarter 2011
- "Environmental Law - Reassessing Brownfields Development," NH Bar News, May 15, 2009

SPEAKING ENGAGEMENTS

- "Recent Developments in Environmental Law," New Hampshire Bar Association Environmental and Natural Resources Section, October 16, 2013
- "Environmental Law for the Solo or Small Firm Practitioner," New Hampshire Bar Association, March 15, 2013
- "Managing Environmental Risks for Distressed Properties," Devine, Millimet & Branch Breakfast Forum, 2011
- "Environmental and Land Use Law Annual Seminar," C.R. Sparks, Bedford, NH, 2010

COMMUNITY ACTIVITIES

- New Hampshire Bar Association – Chair, Environmental and Natural Resources Law Section
- Climate Adaptation Plan Exeter – Citizen Working Group
- New Hampshire Audubon Development Committee
- Leadership Greater Manchester, Class of 2010
- Big Brothers Big Sisters of Greater Manchester

OTHER INTERESTS

- Adventure racing
- Mountain biking

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Exeter Board of Selectmen

May 05, 2014

1. **Call Meeting to Order**

Chairwoman Julie Gilman called the meeting to order at 7:00 pm in the Nowak Room of the Exeter Town Office building. Other members present were Vice Chair Dan Chartrand, Selectwoman Nancy Belanger, Selectman Don Clement and Selectwoman Anne Surman. Also in attendance: Town Manager, Russ Dean.

2. **Bid Openings**

No openings at this meeting

3. **Public Comment**

No comments at this time

4. **Minutes & Proclamations**

Selectwoman Surman had two edits to minutes of the April 22, 2014 meeting; under Committee Reports she would like it be reported she attended the Swasey Parkway Trustees meeting on April 18, 2014. Then in referencing the statement of her accepting the motion to include the first of Mr. Brian Griset's amendment be recorded in the minutes. Selectman Clement seconded the motion and asked Ms. Surman to read the text of Mr. Griset's comments. Mr. Clement added the minutes should state or explain what the motion is. Vice Chair Chartrand stated he would be voting against this motion to amend as the motion at the April 22 meeting (to include Mr. Griset's comments) failed for a lack of a second.

Selectwoman Surman asked for further clarification on how motions should be reported in minutes: felt either insert or explain what it was. Selectman Clement added if a selectperson makes a motion, the body of the motion should be reflected in the minutes for future referral/record whether there is a second or it passes or fails. In this instance it was a motion from Selectwoman Surman not a motion from Mr. Griset.

With no further discussion, the Chair called for the vote. With a tie vote, the Chair voted in opposition; motion failed. The motion to approve the April 22, 2014 minutes with the single addition was accepted.

5. **Appointments**

Vice Chair Chartrand moved to approve Aaron Brown as an Alternate to the Planning Board for a term to expire April, 30 2014; seconded by Selectman Clement. Motion carried.

Vice Chair Chartrand moved to approve Valerie Ouellette as an Alternate to the Historic District Commission for a term to expire April 30, 2014; seconded by Selectwoman Surman. Motion carried.

6. **Discussion/Action Items**

a. **New Business**

i. **Parks/Recreation: Swasey Parkway Concerts**

Selectwoman Surman noted she learned of the cancelation at her first meeting of the Swasey Park Trustees; intended to bring back to Board but public reaction was swift and vocal. She has met with

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Parks and Rec. Director, Mr. Favreau, and both feel there is a way to return the concerts to the Parkway with some re-arranging and cooperation.

Mr. Favreau speaking from a memo prepared for the Board provided an overview of concert series noting they have been going on for a number of years and the funds came from Town Operating budget. With the establishment of the Revolving Fund (RF) in 2005, monies for special events began to come from this fund. As it became established and balance increased, capital improvements and expenses were moved from Operating Budget to the RF. With some major projects completed in the past few years, the balance in the RF has diminished. Some expenses drawn from the RF were listed for the years 2009, 2011, and 2012.

At an average yearly cost of \$8,450.00 for the concerts and with additional expenditures, the RF now has a lower than desired balance. The decision to cancel the concerts was a response to balance the budget. Fees were increased for various programs i.e. raising camp fees, increase in pool admission, modifications to summer camp trips but still did not arrive at a point where department felt it should be. That left the non-revenue producing activities; the Halloween parade, Easter egg hunt and there was the desire not to alter those programs.

Mr. Favreau felt a Band-Aid approach for funding the concerts can be found for this year but there is a need for a long term approach to build up reserves to be able to do projected capital projects.

Selectman Surman commented the Parks Department has not come to the Budget Recommendation committee with Capital Improvement Projects (CIP) for a number of years and has funded the projects through the RF. Looking at the expenses noted in 2012 i.e. dues, conferences, police detail, software fees, fees are department overhead expenses and could be moved back to the General Fund and allow the RF to build back up.

Chairwoman Gilman concurred in reviewing the list, but Mr. Favreau said it was a group decision and the fund was doing well and it seemed feasible to move over some of the expenses.

He has been in contact with various musical groups and does have a rough schedule lined up but no contracts at this time

Selectman Clement said he understood the concept of the RF but the Thursday Night concert series does not generate any revenue. That being said perhaps should be placed back in Operating Budget as is the expense of the Monday night Brass Band concerts. He does feel the Board needs to determine how important are the concerts and what they add to the town and if they are to continue there is the need for a long term solution so as to not jeopardize projected projects from being neglected/postponed.

Vice Chair Chartrand, as a local merchant is an advocate of holding events free and open to the public and has been in conversation with a local resident, Scott Ruffner, about inviting local musicians to share in the performances in keeping with the premise of free and open to the public.

Mr. Ruffner, from the audience, stated he has been speaking with Mr. Chartrand and others in town about a relevantly new organization called T.E.A.M., Town of Exeter Arts and Music Alliance. The group is focusing on bringing more arts and music programming to the Town. He feels the Parkway is an excellent

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resource to highlight the arts. His group has the production skills and talent and could serve as a resource. It was agreed he and Mr. Favreau would explore possible collaboration.

From the public, Mr. Gerry Hamel, resident and member of the Parkway Trustees thanked the Board, Mr. Favreau and his department for the proactive response to the released news of the intended cancellation of the concert series. Mr. Dean did want to note the pool's electric bill of approximately \$7,000 is paid from the Town's General Fund. But the point is taken and it (the Revolving Fund) does warrant a review.

The Powder Keg Festival is a potential source of revenue with the growth and popularity of this new event. But Mr. Favreau noted it is only a one day, four hour event in October and at that time of year can be unpredictable with the threat of coastal storms.

Selectwoman Belanger noting the bands are paid, rain or shine; could not the Town Hall be used in event of inclement weather. Mr. Favreau replied that was done in the past but the attendance was poor. Ms. Belanger felt now with a number of Town Facebook pages, they could be used to advise of concert being held inside at Town Hall as the back-up plan.

Mr. Frank Ferraro, from the public, commented on the statement the pool is emptied into the woods but still charged a user fee for discharge and suggested seeking abatement for such discharge; there is precedent for water users who have done so. Mr. Favreau has had a conversation with Mr. Jeffers in DPW but the pool is filled with approximately 200,000 gallons of water at beginning of summer but also uses about that amount throughout the summer due to evaporation, splashing etc. But he will contact him again on the subject.

ii. Linden/Court Street Culverts Engineering Contract

Ms. Jennifer Perry, Director of Public Works, referenced a prepared memo to the Selectboard on a 2013 Town approved \$150,000 project for design- only of both the Linden and Court Street culvert replacements.

The packet containing the RFP, issued end of 2103; received responses from two firms. The selection and background efforts were outlined before awarding the contract to CMA Engineers for a negotiated fee of \$129,800; less than the \$150,000 approved.

Design will continue this year; construction of Linden St. culvert may begin in 2015 and Court St. in 2016.

Brian Griset, from the public, questioned if we are designing to meet current regulations or possible modifications/adaptations when information becomes available from the Climate Adaptation Plan for Exeter (CAPE) project. Ms. Perry responded there is some flexibility and will be reviewing the information just being received from CAPE.

Vice Chair Chartrand moved to accept the proposed professional design services of CMA Engineers for a total of \$129,800.; seconded by Selectwoman Surman. Motion carried.

iii. Fuller Lane Tank Management Contract Proposal

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Ms. Perry stated this is a new type of program of asset management; pro-active approach. The Hampton Road (Fuller Lane tank) is a 1 million gallon steel water storage tank that has been in use since 1950's. It is badly in need of repair/rehab and has been on CIP for the last 5 years. Five-hundred thousand dollars was the estimate to coat both the inside and outside of the tank. The firm, Utility Service Co Inc. is the only vendor offering long term contract full services for rehabilitation, inspections and maintenance to the smaller utilities such as Exeter. The Town was contacted by the firm to provide this service and it allows the Town to develop the specs, does the draw down, preps for painting and the actual painting. They offer short term financing for the project (over a 5 year period) and will conduct annual inspections and repair as necessary for a period of 12 years. With a start time of this year we would be obligated for a fee of \$102,448.00; the following years are at lesser fixed rate.

Selectwoman Surman commented on several areas in contract she feels could use legal review and/or clarification. She was aware it had been reviewed by Town legal counsel but does feel there are several items to be revisited.

As for obtaining an approval at this meeting, some members felt the wording should be re reviewed and come back in two weeks. Ms. Perry was questioned as that being too late, she believed they will service the tank but her concern is losing the July spot; July being the best drying time.

Mr. Dean suggested the firm be advised of the evening's presentation noting it went well but will look at several items (in contract) suggested for clarification; are in favor of moving ahead in this matter.

Vice Chair Chartrand stated he had no problem with the contract but respecting Selectwoman Surman's specific concerns there is the need to review; feels two weeks seems reasonable.

Selectwoman Surman added she would not sign the given contract tonight but does not feel the items would not prohibit the contract from going forward; will submit suggested revisions promptly to the Town Manager to begin the process.

iv. Groundwater Treatment Plant (GWTP) Construction Administration Contract Proposal

Ms. Perry, referencing the prepared memo to the Selectboard, noted contracts were recently awarded to Apex Construction for the Lary Lane Groundwater Treatment Plant and to D & C Construction for the Water Mains. Both companies are gearing up for a July construction start date. With a completion date set for end of this year for the water mains and the GWTP completion is anticipated by end of 2015. The Town has been working with Weston & Sampson as the design engineers and now would like to amend the design contract with the firm to include this contract of \$432,944.00 for the engineering services during the construction phase of the projects, including construction administration and resident engineering inspections. The memo listed the 2012 warrant article appropriation for \$6,350,000 and the costs associated to date with the awarded contracts with \$300.00 reserved for the Stadium Well project and a balance of \$355,597.00 in reserve/contingency.

Mr. Dean added the contingency amount is about 15% of the project cost and is within the range of such project. He also reminded the Board there is also eligibility for a 20% of debt forgiveness from the State.

Selectman Clement moved to approve the contract for construction administration services for the Lary

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Lane GWTP to Weston & Sampson Engineers Inc. in the amount of \$432,944.00 and to authorize the Town Manager to execute the contract; seconded by Selectwoman Belanger. Motion carried.

v. Public Hearing: Elliott Property Purchase

Vice Chair Chartrand motioned to open the Public Hearing on the purchase of the Elliott property; seconded by Selectwoman Surman. Motion carried.

This was the second required public hearing on the acquisition of the Elliott property as approved by voters on a warrant article on the 2014 ballot. Selectman Clement verified at the May 19th meeting a vote will be taken by the Board to move forward.

With no discussion Selectman Clement moved to close the public hearing; seconded by Selectwoman Surman. Motion carried.

vi. Downtown Revitalization Committee Discussion

Chairwoman Gilman prefaced the discussion saying this was an idea coming out of the BOS's goal setting meeting. The premise, the central area of downtown Exeter is in need of revitalization. The draft charge, drafted by the Town Manager, suggests the committee be appointed by the Selectmen composed of 5 members with staggered 3 year terms to look specifically at the Downtown.

The accompanying Mission paragraph states it is a committee to advise the Selectboard on methods and strategies to revitalize the central area downtown, including the following areas: High St. from Portsmouth Avenue to Great Bridge, Water Street to the end of the commercial corridor, Center Street, Front Street and other areas considered part of the central area downtown.

Chairwoman Gilman read from the memo the proposed eight tasks outlined under Duties. The tasks ask members to review, develop, analyze existing data and ultimately present a plan for downtown revitalization to the BOS and the Town.

The Chair spoke of her approval of this plan because it involves working with all the partners and is more specific than what the Economic Development Commission (EEDC) is working on and not to be confused with what has been done in the past.

Selectman Chartrand felt this plan appears to be more of a hybrid plan and not focused on one method as in previous efforts that were not successful. Specifically, the infrastructure which the Town is responsible to maintain is addressed.

Selectwoman Surman questioned why this action is being brought forward at this time as it was just one of many goals discussed at the goal setting session; was under the impression they were to be brought to the All Boards II meeting for vetting when all committees were represented for comments/input.

Chairwoman Gilman commented it was being discussed here to better define the concept/proposal; to have better definition before being brought to the All Boards meeting

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Selectman Clement commented this was one of various topics discussed at session but was under the impression was waiting for meeting summary from Primex, the meeting facilitator, to better determine which would receive their focus and efforts. He agrees a thriving downtown is important but questions the word “revitalization”; implies stagnation. He went on to cite recent and future projects proposed in the designated area.

He continued, by asking how it affects the recently revived Economic Development Commission by taking out a large area that has received their focus. There are other areas in Town that should receive focus i.e. Epping Road. He added there are past and new reports on some of these tasks that should be seen and re-assessed for viability; is afraid of creating another layer and will detract from other areas deserving of focus and other groups concentrating on this area

Vice Chair Chartrand countered by saying the current economic projects underway/proposed are private ventures and there is nothing the Town is doing to improve the infrastructure (i.e. crumbling sidewalks) and that is holding back more of those initiatives and owners from re-investing.

Chairwoman Gilman remarked it is different because this group is to look at former initiatives and determine why they failed and what it would take to for citizens to approve Improvements. She doesn't feel it is taking away from EEDC as that group is more of a big picture group and this is a specific area.

Mr. Dean spoke of the previous plans and felt some of the ideas/plans might integrate the topics into one place. Feels perhaps a separate group to focus on a separate area to get some things moved ahead; EEDC looks at all the Town.

Frank Ferraro, from the public, stated he feels voters have spoken by saying they did not wish to spend monies on such projects. This proposal is more bureaucracy and sounds like a TIF proposal. Cited other groups and organizations working on these actions; asked to move on and to focus on other areas of the Town i.e. Holland Way, Portsmouth Avenue, Epping Road. He added the sidewalks could be fixed by putting the funds into the budget.

Selectman Surman said she would not support any proposal that focuses on one particular section of the town; looks at it as one of many goals to assess.

No further action was taken on this proposal.

vii: Selectboard Policy Update: 06-01 permits

Members of the Board referenced prepared copies of Policy # 06-01 as adopted by the BOS in September 2006 pertaining to the Delegation to the Town Manager the Authority to Issue Certain Permits.

Mr. Dean stated presently it is his Administrative Assistant, Sheri Rifle, who compiles all the information before issuing the permit. The current policy is eight years old and needs refreshing. Mr. Dean outlined the revisions noting the changes/additions are to create an efficient, workable permitting process for those permits issued under the authority of the Selectboard.

Asking for comments from the Board members after the revised provisions were read, Vice Chair Chartrand responded he had no problem delegating the issuance of permits to the Town Manager.

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Chairwoman Gilman suggested they have a calendar of the events in their packets so as to be aware of the happenings.

Selectman Clement stated he did have a problem with some items as they are governed by State statute citing RSA 41:11-a giving the selectmen the authority to manage all real property owned by the town etal. He continued noting a recent incident with a blocked roadway and was surprised as he had no knowledge of such a permit being issued. Agreed not many permits are denied but would like them discussed in public prior to occurring; he would like to know and feels the public should know. Again, he felt some additional items were in conflict with current Town ordinances.

Chairwoman Gilman asked Selectman Clement if would be willing to go through the policies and highlight those items and the potential conflicts: he agreed.

Selectwoman Surman agreed with the Chair on “knowing” the upcoming events and delegation is great but would not be in favor of some of the added items to this policy. She stressed this is not an issue of not “trusting” the Town Manager and his staff’s judgment or ability to issue said permits; it is more about transparency and having the public and the Board members aware of events before they occur as opposed to receiving a monthly report.

Mr. Dean clarified the incident Selectman Clement was referencing and noted after review, the permit was issued only the day before the event; and conceded road closures always seem to be an issue, especially when permit requests are presented for a road closure a couple of days before the closure is needed. This may not be enough time.

Mr. Ferraro, from the public, referenced the item of temporary signs in the right of way in this revised policy. Because he wrote the ordinance as a former Selectman, temporary signs can be done but require a variance from the BOS and not a permit.

b. Old Business

N/A

7. Regular Business

a. Tax, Water /Sewer Abatements & Exemptions

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve the abatements for the following map/lot/units: 63/102/70 for \$1,085.45, 71/45 for \$851.18. Motion carried.

A Motion was made by Selectwoman Surman to deny the application for the elderly exemption of Map 104/Lot 81/Unit 1; seconded by Selectman Clement. Motion to deny carried.

A Motion by Selectwoman Surman and seconded by Selectman Clement to approve a yield tax Map 47/Lot 7 for \$440.03. Motion carried-all in favor

A Motion by Selectwoman Surman to approve an Intent to Cut permit for Map 33/Lot 26 and Map 40/Lot 16. Seconded by Selectman Clement noting applications for Intent to Cut Wood are reviewed, approved and signed by the Planning Department. Motion carried.

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Mr. Dean noted also included is a Notice to Quit order for a tax deeded property at 29 Gary Lane. This notice is part of the process to take actual possession of the property; Board is required by law to sign. Selectman Clement moved to sign the Notice to Quit for Eric Labonte at 29 Gary Lane; seconded by Vice Chair Chartrand. Motion carried.

b. Permits & Approvals

An application for the use of the Town Hall and stage on June 15, 2014 by the Relaxed Homeschoolers to host a talent show was submitted. Selectman Surman moved to approve the application; seconded by Selectman Belanger.

Vice Chair Chartrand, again re-iterated his position the use of the Town Hall and its facilities should be done so for minimal cost to residents/groups from the town but feels applications from groups outside of Exeter should be subject to a high fee; could be a potential source of revenue. He was only making a rhetorical point and not suggesting the regular \$75.00 a day fee be altered for this application. Calling for the vote, motion carried-all in favor.

The Chair noted and agreed with the suggestion from the Vice Chair the topic of fee structure be an agenda item under New Business at the next Selectmen's meeting.

An application from the Exeter Republican Town Committee for use of the Town Hall and stage and sign boards on August 23, 2014 and October 25, 2014 for Voter Education. The application asked the rental fee be waived as it is a non-profit. With no one representing the application it was uncertain if the group was a registered not-for profit organization

Selectwoman Surman motioned to approve the Committee's use of the Town Hall contingent upon the Exeter Town Republican Committee's proof of not-for-profit status and the fee shall be waived; seconded by Selectman Clement. Motion carried-.

c. Town Manager's Report

Mr. Dean provided his Manager's Update in the packet. Highlights of the report are noted but not limited to:

- Sportsmen's Club testing is set for May 9, 2014. A draft MOU has been drawn up.
- Portsmouth Ave. Sewer Line construction continues and remains on schedule for completion in July. Sewer main was completed on May 1; remainder of work will be for water and sewer work.
- An initial meeting in Stratham the end of April with Underwood Engineers to begin review of the "pipe costs" associated with the Portsmouth wastewater option; option also being included as part of our Wastewater Facilities Plan process currently underway.
- Applications are being received for Economic Development Director position; closing date May 23, 2014. Hiring process will include a screening committee.; composition TBD
- Attended the initial meeting of Human Services Budget Recommendations workgroup.
- Attended second meeting of Budget Recommendations meeting with charter workgroup.
- Spoke at Rotary weekly meeting on the Town Hall; possible Rotary fundraising for items for Town Hall.

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- Ladder truck lease/purchase completed first week in May after letter of approval from Town Counsel facilitated moving forward with the financial arrangements.
- Worked with Finance on final amortization schedules with NHDES on the Water St. Interceptor project and the Wastestream Reduction project at the Water Treatment Plant.
- Worked on the classification plan of non union positions with Municipal Resources, Inc.
- Completed integration of the new bargaining agreement between Town and the SEIU 1984; now being reviewed by SEIU 1984.

d. **Selectmen's Committee Reports**

Vice Chair Chartrand had no report

Selectwoman Surman attended two Swasey Parkway Trustees meeting. Contracts for mowing and fall cleanup awarded to two Exeter based businesses; report of damaged fence along River.

No report from Selectwoman Belanger

Selectman Clement attended a Planning Board meeting for preliminary hearing of a small three-lot subdivision on Fuller Lane. Also, FEMA is to review the new floodplain maps for surrounding towns coming week; Doug Eastman will attend to represent Town.

No committee meetings for Chairwoman Gilman but did speak at Exeter Historical Society's Nancy C. Merrill History Award program for student essays.

e. **Correspondence**

- Letter from NH Congressional Delegates to Secretary of State John Kerry expressing the concern for the proposed change in direction and contents of Portland-Montreal pipeline.
- Letter from NH Department of Revenue Administration (DRA) regarding the Town's official notification of 2013 Total Equalized Valuation(s).
- Notice from Unitil on upcoming Seacoast Area Police/Fire/Emergency Management & DPW officials meeting on Municipal Electric Storm Update.
- Introductory letter from TNT Electrical Contractors, LLC from Laconia, NH
- Notice from FEMA on upcoming meeting on May 8 to discuss updated Preliminary Flood Insurance Rate map (FIRM) and Flood Insurance Study (FIS) for Rockingham County.
- A copy of the required Quarterly report to USEPA on efforts taken to reduce and ultimately prevent Combined Sewer overflow (CSOs) and Sanitary Sewer Overflows (SSOs).
- Letter from Library Trustees to Board of Selectmen inviting the public and BOS members to join in a series of three meeting over the next two months (with a final meeting to Town in July) as the Library is seeking input from interested residents as the seek to do building renovations and repurposing their building from the original use date of 1987.
- Letter of application from Frank Ferraro for membership to the River study Committee
- Letter from Xfinity TV on changes to the MultiLatino Services

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- Letter of introduction from Google Maps-Street & Business View about their services; passed on to Chamber of Commerce for feedback; further research is to be done on this type of business service.

8. Review Board Calendar: May 19, 2014 meeting

- Selectman Clement will report back on his research on the issuing of permits for use of Town property.
- Selectman Clement asked if the Welcome Center (Baggage Building) Advisory Committee could come before the Board to provide an update and hear the information that is out there.
- Chair Gilman said are several options being considered but awaiting word from DOT on possible additional funding.
- Selectman Clement asked for more discussion on speed bumps on Swasey Parkway. When asked, Chief Kane felt reports were based on time when traffic was being re-routed through the parkway. Mr. Dean will revisit the response to the Memo from Chief Kane.
- Third and final hearing on Elliot property acquisition
- Municipal Resources is also due to give their assessing report on current proceedings.

9. Non Public Session

The Chair called for a motion to go into a non-public session as permitted under RSA 91-A:3 II (c), (d) and added section (e) at the request of Town Manager.

- Section (c) references a matter which if discussed in public would likely adversely affect the reputation of any person other than a member of the public body.
- Section (d) references the consideration of the acquisition, sale or lease of real or personal property
- Section (e) references consideration or negotiation of pending claims or litigation

So moved by Vice Chairman Chartrand; seconded by Selectwoman Surman.. Selectwoman Surman as Clerk for BOS called the role. All members replied in the affirmative.

10. Adjournment

The Board came out of non public session. Selectman Chartrand moved to adjourn, seconded by Selectman Clement. The Board stood adjourned at 10:15 p.m.

Respectfully submitted,

Virginia Raub
Recording Secretary



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

Sportsmen's Club

Ken Berkenbush < kberkenbush@exeternh.gov>

Fri, May 9, 2014 at 5:06 PM

To: Russ Dean <rdean@exeternh.gov>, Exeter Selectmen <jgilman@town.exeter.nh.us>, Exeter Selectmen <dchartrand@town.exeter.nh.us>, Exeter Selectmen <dclement@town.exeter.nh.us>, Exeter Selectmen <asurman@town.exeter.nh.us>, Exeter Selectmen <nbelanger@town.exeter.nh.us>

Memo

To: Board of Selectmen, Russ Dean Town Manager
From: Assistant Chief Berkenbush
CC: Chief Comeau, File
Date: **May 9, 2014**
Re: Sportsmen's Club

The base line for sound testing has been completed. After the berm is complete a second round will be done. We then can compare the sound levels to see how well the berm does at sound attenuation.

The removal of the clay targets has begun. It should be completed next week.

Tree cutting is set to begin on Monday May 12, 2014. Both Gary Garfield and Jay Perkins expressed concerns regarding the small strip of trees that would remain after completion of the berm. Their concern was that machinery would run over and disturb the soil of these remaining trees. The removal of soil and back fill will weaken these trees. In addition, the remaining trees will no longer have protection from wind damage, which they previously had with all of the original trees in place. Most of the remaining trees are loaded with branches on the field side. There is potential that a strong wind storm could knock these trees down, which raises the possibility of an increased risk of injury to those who use the property.

On May 9, 2014 I asked an Arborist from the tree company that the DPW uses come to walk the site to get his opinion on the matter. He had some of the same concerns. In addition, he said that the trees are shallow rooted. With the increased light the moisture gradient in the soil will change. This will also have a detrimental effect on the remaining trees. He did not think that these trees they would survive in the long

term. There are no old growth trees in the remaining lot. These trees are just young first growth trees of opportunity. I recommend that all of the trees be removed at the same time for safety.

If you have any questions please feel free to contact me.

Elliot Property Acquisition Public Notice

The Town of Exeter Board of Selectmen will hold two public hearings on the acquisition of the Elliott Property (Tax Map 26, Lot 15, which abuts the Oaklands Town Forest) on **Monday April 21st**, and **Monday May 5th** with final vote on **May 19th**. The property was recommended for acquisition by the Exeter Conservation Commission and the Planning Board. Funding for the acquisition will include \$26,490 approved by the voters through special warrant article on March 11th, \$33,510 from the 2003 conservation bond proceeds and up to \$25,000 from the Conservation Commission's Conservation Fund to fund the Town of Exeter's \$85,000 share of the total purchase price. The total cost of the project is \$149,500, with the balance of the costs coming from the following funding sources: \$54,000 from a US Natural Resource Conservation Service; and \$10,500 in privately raised funds by Southeast Land Trust of New Hampshire. As part of this purchase, the property will be subject to a conservation easement granted to the US Natural Resources Conservation Service.

LETTER OF UNDERSTANDING

Between Southeast Land Trust of NH and the Town of Exeter Conservation Commission, NH

This **Letter of Understanding** summarizes the financial and management responsibilities of the Southeast Land Trust of New Hampshire ("SELTNH") and the Town of Exeter Conservation Commission ("Commission") in regard to the acquisition and conservation of the approximately 34 acre Elliott property (Tax Map 26, Lot 15) (the "Property") and the subsequent conveyance of a conservation restriction on the Property from the Town of Exeter to Southeast Land Trust of New Hampshire or another suitable entity.

The Town of Exeter Conservation Commission desires to partner with SELTNH for the acquisition and conservation of the Property. SELTNH understands that the Town is only able to financially contribute up to \$85,000, contingent on Town Meeting voter approval. SELTNH agrees and understands that any expenditure by SELTNH above and beyond the amount authorized for this purpose at Town Meeting will be carried out at SELTNH's sole expense, unless authorized and approved in advance by a vote of the Town of Exeter Board of Selectmen. If insufficient funding is appropriated at Town Meeting, this Letter shall be null and void, except that expenditures up until the Town Meeting vote shall be handled in accordance with this Letter. If insufficient funding is appropriated at the Town Meeting, SELTNH and the Commission will meet and agree as to next steps.

Attached, as Exhibit A, is an estimated budget for the acquisition of the Property. This budget is an estimate only. The parties agree and acknowledge that specific expenditures for project expenses may be higher or lower than the estimated amount, so long as the total expenditure being requested from the Town does not exceed \$85,000.

Responsibilities of SELTNH

1. **Option agreements:** SELTNH shall enter into an option agreement with the landowner for the acquisition of the Property. This option agreement shall be conditioned upon the ability of SELTNH to direct the conveyance of the Property from the current owner to the Town of Exeter and the availability of the necessary funding from the Town and other sources. SELTNH shall be responsible for the initial deposit of \$1,000, and the deposit of \$3,000 if USDA Wetland Reserve Program funds are awarded to the project. The Commission shall be responsible for \$2,000 of the deposit by October 31, 2013 if, after meeting with the Selectmen, the Commission votes to proceed with seeking a Warrant Article that combined with available Conservation Funds is at least \$85,000.
2. **Phase 1:** SELTNH will contract with a qualified professional to conduct a Phase One Environmental Site Assessment that is prepared for the Commission and SELTNH to ensure there are no environmental hazards on the Property and provide a copy of the Phase One report to the Commission within 5 days of its receipt. SELTNH shall be reimbursed by the Commission for the cost of the Phase One, estimated to be \$1,250. If a Phase 2 is recommended, SELTNH and the Commission will meet and agree as to next steps.
3. **Boundary Confirmation:** SELTNH will contract with a licensed land surveyor to assess whether the triangular area in the northwestern portion of the Property that is shown on

LETTER OF UNDERSTANDING

Between Southeast Land Trust of NH and the Town of Exeter Conservation Commission, NH

the Exeter Tax Maps is part of the Property and SELTNH shall provide the surveyor's findings to the Commission within 5 days of its receipt. SELTNH shall be reimbursed by the Commission for the cost of the survey research, estimated to be \$2,500. If the triangular area is found to not be a part of the Property, SELTNH and the Commission will meet and agree as to next steps.

4. **Appraisal Confirmation:** At the Commission's election or if required by a funding source, an update of the appraisal previously conducted by the Commission may be commissioned by SELTNH. SELTNH will provide a copy of the appraisal report to the Commission within 5 days of its receipt. If an appraisal is commissioned, SELTNH shall be reimbursed by the Commission for the cost of the appraiser's work, estimated to be \$1,200.
5. **Title Opinion:** SELTNH shall commission a title opinion so as to ensure a clean and marketable title to the Property. SELTNH shall provide the Commission a copy of the title opinion within 5 days of its receipt. Should the Commission or Selectboard desire to have the Town attorney, instead of SELTNH's attorney, complete the title opinion, it shall notify SELTNH within thirty (30) days after the Selectmen's vote on including the project as a Warrant Article, so as to avoid duplication of cost and resources, and shall provide SELTNH with a copy of the Town attorney's opinion.
6. **Survey:** If the Town Warrant Article is approved, SELTNH shall manage the hiring of a licensed land surveyor for the surveying of the physical boundary of the Property. SELTNH shall provide a copy of the final plans for review and acceptance by the Commission.
7. **Communication:** SELTNH shall coordinate all communication with the landowner regarding project status, timing, legal documents, and closing.
8. **Fundraising:** SELTNH shall work diligently and in good faith to secure private and public funds for the project that combined with the funds secured by the Town through Town Meeting and the Conservation Fund, will fully pay for the total project cost, estimated to be \$158,000.
9. **Acquisition and closing:** SELTNH shall coordinate and manage the acquisition of the Property and the drafting and negotiation of all legal documents and closing paperwork for the acquisition of the Property and the conveyance of the conservation restriction.
10. **Financial management:** SELTNH shall pay all invoices for services requested or authorized through this Agreement related to the acquisition and conservation of the Property. SELTNH agrees to provide supporting documentation (such as copies of invoices or receipts) for invoices submitted to the Commission, as may be requested by the Commission.

LETTER OF UNDERSTANDING

Between Southeast Land Trust of NH and the Town of Exeter Conservation Commission, NH

Responsibilities of the Commission

- 1. Reimbursements:** The Commission shall reimburse SELTNH within 30 days of the Commission's receipt of invoices submitted by SELTNH or at the closing on the subject parcel, whichever is earlier.
- 2. Funding:** The Commission will work diligently and in good faith to provide at least \$85,000 toward the project, including proposing a Warrant Article for the March 2014 Town Meeting that will provide sufficient funds to meet the Town's \$85,000 funding goal. The Commission shall take the lead, with SELTNH's assistance, to publicize and garner public support for the Warrant Article.
- 3. Grants:** The Commission shall work with SELTNH in efforts to secure grants and other private funds in order to meet the overall project budget, estimated to be \$158,000. In some cases, this may require the Commission to be the grant applicant.
- 4. Closing:** At the closing on the acquisition of the Property, the Commission agrees to provide the funds authorized by the Town, minus any payments to SELTNH previously made by the Town, which are consistent with the terms herein or fit within one of the categories contained in the budget. The purchase price for the Property shall be no more than \$135,000.
- 5. Permanent Conservation:** The Commission agrees to work with SELTNH on a conservation restriction for the Property to ensure its permanent conservation use. The parties agree to negotiate in good faith to successfully complete the terms of the conservation restriction.

The parties agree to complete the acquisition of the Property within 60 days after the March 2014 Town Meeting.

This Letter of Understanding represents the complete understanding of the parties hereto and can only be revised through written agreement.

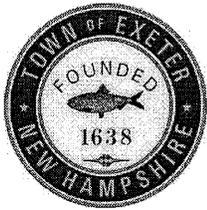
Executed this 29 day of July, 2013, by



Russell Kaphan, Chair, duly authorized
Town of Exeter Conservation Commission



Brian Hart, Executive Director
Southeast Land Trust of New Hampshire



EXETER PUBLIC WORKS DEPARTMENT

13 NEWFIELDS ROAD • EXETER, NH • 03833-3792 • (603) 773-6157 • FAX 772-1355

www.exeternh.gov

Memo

To: Board of Selectmen
Russell Dean, Town Manager

From: Jennifer Perry, P.E., Public Works Director

CC: Michael Jeffers, W/S Managing Engineer
Matthew Berube, W/S Engineer Technician
Paul Roy, Water Treatment Managing Supervisor
Jennifer Mates, P.E., Assistant Town Engineer

Date: May 12, 2014

Re: Authorization for NH DES Grant -2014 Local Source Water Protection Program Grant-
Gilman Well Security Improvement Project

The Town of Exeter Department of Public Works has been selected to receive a 100% grant from NH Department of Environmental Services (NHDES) to install a gate and fencing around the Gilman Well for the Town's Public Water System. The grant application was originally submitted for the 50/50 match, but the town was awarded the full 100%. This project will provide better protection by limiting unauthorized access and preventing threatening activities around the Gilman Well site. The Town Manager, Russell Dean, requests authorization to enter into a grant agreement with the State of New Hampshire Department of Environmental Services, to execute the grant on the Town's behalf and any documents, which may be necessary for this grant. The grant would reimburse the town the entire cost of \$14,207 upon completion of the project, with a completion deadline of May 31, 2015.



EXETER PUBLIC WORKS DEPARTMENT

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www.exeternh.gov

DATE: May 16, 2014
TO: Russell J. Dean, Town Manager
THROUGH: Jennifer Perry, P.E., DPW Director
FROM: Jennifer Mates, P.E., Assistant Town Engineer
RE: Asset Management for Public Water System
Consultant Award Recommendation

The town has been selected to receive a 50/50 matching grant from NH Department of Environmental Services (NHDES) to develop an Asset Management (AM) plan for the town's public water system. AM plans allow communities to better understand the condition of their water system assets, current and future deficiencies and needs, and the financial resources necessary to rehabilitate and replace assets when necessary.

The grant would reimburse the town up to \$15,000 upon completion of the project, with a completion deadline of May 31, 2015. The town would pay for the full cost of the project (up to \$30,000) out of water accounts 02-4335-0623-5984 and 02-4335-0623-5985 prior to reimbursement from NHDES.

The qualifications-based selection process was used; however, cost proposals were provided in separate, sealed envelopes. The RFP (attached) was made available on the town's website beginning February 21, 2014 and advertised in the Manchester Union Leader on February 24 and 25, 2014. A non-mandatory, pre-proposal meeting was held on March 6, 2014 at the DPW complex, which was attended by the following six consulting firms:

- Geosphere Environmental
- Hoyle, Tanner & Associates
- Tata & Howard (T&H)
- Underwood Engineers, Inc
- Weston & Sampson
- Wright-Pierce, Inc.

The same six consultants submitted written proposals on or before the due date of March 21, 2014. After review of the proposals, the following three consultants were selected for interviews: Hoyle, Tanner & Associates (HTA), Tata & Howard (T&H), and Underwood Engineers, Inc.

Interviews all took place the morning of April 4, 2014 at the DPW complex. Cost proposals were not opened during the interview process. Based on the proposals and interviews, Tata & Howard was deemed the most advantageous to the town and the department recommends that they be awarded the contract. The major elements of the scope of services to be provided by T&H include: prepare the AM plan (GIS and Excel files), train DPW staff on how to use the plan, provide a brochure for public outreach, provide a final report summarizing the work completed, and a presentation to the BOS.

The T&H cost proposal (attached) was opened after the selection was made. All other cost proposals remain sealed. The contract will be in the amount of \$28,400, of which the town would be reimbursed by NHDES for \$14,200 upon completion of the project.



TOWN OF EXETER, NEW HAMPSHIRE

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

Certificate of Vote of Authorization

I, Ms. Andrea Kohler, Town Clerk of Exeter, NH do hereby certify that at the Board of Selectman's meeting on May 19, 2014, the Town of Exeter, agreed to receive a 2014 Asset Management Planning Grant from NH Department of Environmental Services (DES) Drinking Water and Groundwater Bureau (DWGB) to fund the Asset Management Plan project.

Official Motion: Motion by Selectman _____, "to enter into and approve a grant agreement with the DES in the amount of \$14,200.00 to Exeter **and to authorize Town Manager, Mr. Russell Dean, to sign paperwork associated with such grant on behalf of the Town**", Selectman _____ seconds the motion.

Vote Unanimous:

IN WITNESS WHEREOF, I have hereunto set my hands as the town clerk of Exeter, NH.

Town Clerk

Date

State of New Hampshire, County of Rockingham:

On this _____ day of _____, 2014 before me, _____, Notary Public, the undersigned officer, personally appeared, Ms. Kohler, who acknowledged herself to be the Town Clerk of Exeter, NH, and that she, as such Town Clerk, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have hereunto set my hand and official seal.

Notary Public

Commission Expires:

REQUEST FOR PROPOSALS

TOWN OF EXETER, NEW HAMPSHIRE

Public Works Department

PROFESSIONAL ENGINEERING SERVICES

**Exeter Public Water System Asset Management Plan
Professional Engineering Services**

RFP No. DPW 2014-01

**TOWN OF EXETER, NH
DEPARTMENT OF PUBLIC WORKS**

**RFP No. DPW 2014-01
REQUEST FOR PROPOSALS**

**PROFESSIONAL ENGINEERING SERVICES
Exeter Public Water System Asset Management Plan**

INTRODUCTION

The Town of Exeter is requesting consulting services for development of an Asset Management Plan (Plan) for the town's water system. The Plan must meet the requirements of the NH Department of Environmental Services (NHDES) grant that has been awarded to the town.

GENERAL REQUIREMENTS

Consulting firms making proposals must respond in writing to all requirements of this Request for Proposals (RFP). Responses should reflect detailed considerations of the issues and opportunities presented by this specific project. Any additional information or tasks that are felt to be relevant by the responding firm should be included together with the submittal requirements. Applicants must be on the pre-qualified consultant list for the NHDES Water Division for work on water supply, treatment and distribution.

Sealed proposals, plainly marked "**RFP No. DPW 2014-01 - Proposal for Asset Management Plan - Engineering Services**" on the outside of the mailing envelope, addressed to:

Town of Exeter
Public Works Department
Public Works Director
13 Newfields Rd
Exeter, NH 03833

Proposals will be accepted until **2:00 p.m. on Friday, March 21, 2014** at the Public Works office. Five copies of the proposal shall be submitted. One cost proposal, in a separate sealed envelope, shall be included with the proposals.

Costs incurred for the preparation of a proposal in response to this RFP shall be the sole responsibility of the firm submitting the proposal. The Town of Exeter reserves the right to select or reject any consultant firm that it deems to be in the best interest to accomplish the project specified. The Town reserves the right to accept the proposal on one or more items of a proposal, on all items of a proposal or any combination of items. The Town reserves the right to discontinue the selection process at any time prior to the awarding of a contract. There will be

no reimbursement to any candidate firm if the selection process is terminated. The Town reserves the right to waive defects and informalities of the proposals.

BACKGROUND

The Town has been awarded a grant from NHDES for developing a Public Water System (PWS) Asset Management Planning program. The town currently has a basic inventory of the water system elements, but has not developed a formal asset management plan that ties together all of the core components needed for a comprehensive plan.

The town's current inventory consists of GIS locations of approximately 90% of the town-owned distribution system (pipes, valves, hydrants and other significant elements), which includes material type and size, but not the age of the components. The town also has an inventory of equipment type and age for the treatment plant and storage tanks. Additionally, there are seven (7) privately owned water systems in town that have yet to be inventoried, but will be GPS-located over the next year.

Another critical component of the plan is the identification of elements of the water system that may be vulnerable to the effects of climate change. For instance, the town is moving toward removal of the Great Dam in the Exeter River, which is one of the sources for the PWS. Removal of the dam could improve flooding issues in the area, but would also require significant modification to the PWS intakes in the river.

This project has received a matching grant of \$15,000 from NHDES, to be used by May 31, 2016. The town has the necessary funds to match the full grant amount.

PROJECT TASKS

Refer to the grant application (Appendix A) and the grant award (Appendix B) for the required scope of services. In addition to those tasks described in the appendices, the consultant will be responsible for administering the NHDES grant to fund this project.

PRE-PROPOSAL MEETING

There will be a non-mandatory pre-proposal meeting at 10:00 a.m. on Thursday, March 6, 2014 at Exeter Public Works, 13 Newfields Road, Exeter, New Hampshire to discuss this project and answer questions.

TIMELINES

The work is to be completed as expeditiously as possible. The NHDES grant agreement requires that all work be completed by May 31, 2015.

The Consultant Selection Schedule is as follows:

| | |
|--------------------------------------|--------------------------------------|
| Request for Proposals | Monday, February 24, 2014 |
| Pre-proposal Meeting | Thursday, March 6, 2014 |
| Consultant Proposals Due | Friday, March 21, 2014 |
| Consultant Interviews (if necessary) | Tuesday, April 1, 2014 |
| Contract Approval | Selectmen Meeting shortly thereafter |

INFORMATION AVAILABLE

- NHDES Grant Application – attached
- NHDES Grant Award - attached
- Exeter MapsOnline – GIS information
<http://mapsonline.net/exeternh/>

PROPOSAL SUBMITTAL REQUIREMENTS

1. Cover letter
2. Project understanding
3. Project approach to accomplish the Work
4. Scope of Services – Highlight major tasks that were not specifically called out in the Project Tasks.
5. List of similar work experience.
6. Project Team Chart identifying the team
 - a. Principal-in-Charge
 - b. Project Manager
 - c. Project Engineer(s)
 - d. Sub Consultants
7. Project Schedule in Gantt format
8. Project cost proposal and breakdown by major tasks. The cost proposal shall be in a separate sealed envelope.
9. Five (5) copies of the proposal

All submissions shall be limited to a maximum of 16 pages including the cover letter, schedules and resumes.

EVALUATION CRITERIA & INTERVIEWS

The Town of Exeter will review the proposals on the following criteria:

1. Understanding of the project
2. Approach to accomplishing the Work
3. Similar experience of the firm
4. Schedule for completing the work
5. Quality of proposal

CONTRACT DOCUMENT

Upon selection, the successful Consultant will prepare Engineering Contracts for execution according to NHDES guidelines. Upon execution of the Contract the Consultant will be instructed to commence providing the work outlined in the contract. All information, data, documents, photos, computer records and other materials of any kind acquired or developed by the Consultant pursuant to this proposal shall be the property of the Town of Exeter.

TOWN ROLE

Town staff will be responsible for

1. Providing all existing data for the water system, including GIS data.
2. Providing access to water system facilities
3. Administering the project and overseeing the consultant's work.
4. Representatives of the Town's Public Works Department will review plans and other documents prepared by the consultant prior to any submittals to NHDES.

RESERVATION OF RIGHTS

The Town reserves the right to make such inquiries regarding the firm's qualifications and reputation as it deems necessary to evaluate the firm.

The Town reserves the right to negotiate directly with the firm selected for additional project work including design, construction administration services, and/or additional project engineering and design services.

CONTACT INFORMATION

If you have any questions regarding the request, please contact Michael Jeffers, Water and Sewer Managing Engineer, (603) 773-6157 or Matt Berube, Water and Sewer Engineering Technician, (603) 773-6167.

**NHDES DWGB
ASSET MANAGEMENT PLANNING GRANT APPLICATION**

1) General Information:

| | |
|---|------------------------------|
| PWS Name: Town of Exeter | PWS ID: 0801010 |
| Contact Person: Jennifer Perry, Public Works Director | Telephone: 603-773-6157 |
| Email Address: jperry@exeternh.gov | |
| Grant Amount Requested: \$15,000 <i>(maximum 50% of project cost up to \$15,000)</i> | Total Project Cost: \$30,000 |

2) Budget:

Provide a task-by-task budget using the budget format below. Show the costs for each budget item to be paid for by the grant and those supported by matching funds. Provide commitment letters to document match. Optionally: attach scope of services. Use the table below to list the general project tasks and the cost breakdown for each task (add additional rows as necessary). See attached.

| <i>Task (provide brief description)</i> | <i>Funds provided by Grant</i> | <i>Matching Contribution</i> | <i>Total cost of task</i> |
|--|--------------------------------|------------------------------|---------------------------|
| Task 1: Asset Inventory and Condition Assessment | \$7,500 | \$7,500 | \$15,000 |
| Task 2: Level of Service and Criticality | \$2,500 | \$2,500 | \$5,000 |
| Task 3: Financial Planning | \$2,500 | \$2,500 | \$5,000 |
| Task 4: Plan Presentation, Implementation, Communication and Training | \$2,500 | \$2,500 | \$5,000 |
| Total: | \$15,000 | \$15,000 | \$30,000 |

3) Project Description & Narrative: *Please submit a narrative that addresses the sections below.*

A. Project Description, Schedule, Objectives and Deliverables

Describe what you are going to do (project tasks), when you are going to do it, and what the end results will be (e.g. inventory, workshop, map, etc.). Include general time frame, objectives, deliverables that will be produced, and tasks needed to produce those deliverables.

C. Project Staff and Commitment

List the key staff who will be managing and working on the project and include appropriate qualifications including relevant training or references to successfully completed projects of similar scope and/or tasks. Consider who the stakeholders are and the importance of support and buy-in. Stakeholders may include staff and decision makers (selectmen, boards, commissioners, etc.).

By November 22, 2013, submit one copy to:

johnna.mckenna@des.nh.gov

or by mail to: NHDES, ATTN: Johnna McKenna, PO BOX 95 Concord, NH 03302-0095

NARRATIVE

ASSET MANAGEMENT APPLICATION

A. Project Description, Schedule, Objectives and Deliverables

See Exhibit A for a detailed scope of work, schedule and deliverables. We propose to complete this work with the assistance of a consultant.

B. Project Staff and Commitment

In addition to the specialty services of a consultant, the town will provide resources from the water treatment plant and public works department to assist and provide information. The town staff will be involved throughout the process and are committed to educating our Board of Selectmen on the value of asset management.

The information and materials developed as a result of this project will be used as tools by town staff to maintain a high level of service in an efficient and cost effective manner. The asset management plan will be a working document that is continually updated and improved as the needs of the water system grow and change over time.

EXHIBIT "A"

SCOPE OF SERVICES *ASSET MANAGEMENT PLAN FOR TOWN OF EXETER*

INTRODUCTION

The NHDES has announced a Public Water System Asset Management Planning Grant program to promote asset management and assist community water systems in developing an asset management plan.

Asset management is often presented as a framework of 5 Core Components:

- Asset Inventory
- Level of Service
- Critical Assets
- Life Cycle Costing
- Long-term Funding Strategy

Addressing these core components will allow water systems to better understand the condition of their assets, current and future deficiencies and needs, and the financial resources necessary to rehabilitate and replace assets when necessary.

The benefits of an asset management plan include:

- Establishing appropriate budgets
- Increased system knowledge
- Identify system elements vulnerable to the impacts of climate change
- Increased asset life when appropriate maintenance is performed
- More efficient allocation of capital funds
- Compliance with new regulations
- Reduced overall costs
- Improved system reliability/security
- Reduced service interruptions
- More efficient maintenance and replacement activities

The town currently has a basic inventory of the water system elements, but has not developed a formal asset management plan that ties together all of the core components listed above.

Another critical component is the identification of elements of the water system that may be vulnerable to the effects of climate change. For instance, the town is moving toward removal of the Great Dam in the Exeter River, which is one of the sources for the PWS. Removal of the dam could improve flooding issues in the area, but would also require significant modification to the PWS intakes in the river.

Elements addressed: 4 and 12

SCOPE OF WORK

The Town will provide the following professional engineering services related to development of an asset management plan.

Task 1 – Asset Inventory and Condition Assessment

- Attend one (1) kick-off meeting with town staff to discuss the goals of the project and collect additional information to supplement what town has already provided to the consultant. (See list of requested information below.)
- Conduct a site visit to accessible facilities. The site visit will be coordinated for the same day as the kick-off meeting.
- Develop an inventory of water assets. The inventory will be in spreadsheet form and based on information provided by the town.
- A “top down” approach will be used, which inventories assets in blocks or types, as opposed to a “bottom up” approach which considers each individual asset (valve, hydrant, service, etc.). The top down approach is more cost effective and will result in an asset inventory framework that covers the entire water system. The following asset types are anticipated:
 - Tanks
 - Supplies and treatment facilities
 - Transmission mains
 - Distribution mains
 - Unique components (interconnections, river crossings, etc.)
- Evaluate the condition of each block of assets based on a site visit to accessible assets and a desktop evaluation using available information such as hydrant flow tests, operator input, and service history (number of breaks, etc.).
- Estimate remaining service life for each block of assets based on manufacturer’s published literature (where available), industry standards and reference material, engineering judgment, operator input and experience with the system, and service history.
- The inventory will include type of asset, age, condition, service history, and estimated remaining useful life.
- Update the existing Water Distribution System map in AutoCAD (and/or GIS, pending funding availability.) Provide up to three (3) hard copies in color and digital files (PDF and AutoCAD).

Elements addressed: 1 and 5

Task 2 – Level of Service and Criticality

Level of Service

- Assist with development of a Level of Service Statement. The Level of Service Statement defines the way in which the water system owners, managers, and operators want the system to perform over the long term. Typical Level of Service Statements include items relating to water quality, frequency of main breaks, interruptions in service, etc.
- Prepare a draft Level of Service Statement based on consultant’s experience and knowledge of the water system for review and comment by the town.

- Conduct a management workshop with officials to discuss the draft Level of Service Statement and town comments. To be coordinated with the meeting to review the draft Asset Management Plan as part of this scope of work (see below).
- Respond to town comments and finalize the Level of Service Statement in the final Asset Management Plan.

Assess Criticality

- For each asset or asset block, estimate its probability of failure. Develop a scoring system (matrix) to rank assets based on their probability of failure. Consider material, age, condition, climate change vulnerability and other factors as appropriate.
- For each asset or asset block, estimate its consequence of failure. Develop a scoring system (matrix) to rank assets based on the impact their failure would have on the system's ability to meet the desired level of service. Consider remaining useful life, protection of public health and welfare, importance of the asset to operation of the system, and redundancy or lack thereof.
- Rank assets in order of importance (priority) based on a combination of probability and consequence of failure.

Elements addressed: 6, 9 and 12

Task 3 – Financial Planning

Life Cycle Costing

- Prepare an opinion of probable cost to repair or replace each asset type or block. The opinions of cost will be planning level. Using the “top down” approach, opinions of cost will be developed for each asset block and will include all work assumed for full replacement of the asset. (For example, water main costs will include hydrants, services, and restoration.)

Long-Term Funding Strategy

- Develop a plan and schedule for the rehabilitation and replacement of assets including an estimate of money needed each year for 10 years into the future and in 10-year windows for the estimated life of the assets.
- Determine the estimated cost per year to adequately fund repair and replacement of existing assets and compare that cost to the water system's current operating budget.

Elements addressed: 2 and 7

Task 4 – Plan Presentation, Implementation, Communication and Training

Asset Management Plan

- Prepare a written Asset Management Plan presenting the results of the above tasks. Submit a draft for review.
- Attend one (1) meeting to review the draft Plan with the town and receive comments.
- Revise the Plan in response to comments and submit up to five (5) copies of the final Plan.

Implementation / Communication Plan and Training

- The Asset Management Plan will include recommendations for implementation and communication to customers.
- Prepare a flyer or brochure summarizing the Asset Management Plan for distribution to customers.
- Attend up to one (1) meeting of the water system's governing body to present the Asset Management Plan and provide training in asset management principles.

Elements addressed: 3 and 11

Deliverables

1. Asset Inventory spreadsheet (Tasks 1 and 2), including:
 - a. Asset inventory
 - b. Condition assessment
 - c. Probability of failure
 - d. Consequence of failure
2. System Map: hard copy and digital (Task 1)
3. Asset Management Plan (Task 4), including:
 - a. Level of service statement
 - b. Life-cycle costing
 - c. Long-term funding strategy
 - d. Implementation/Communications plan
4. Public outreach brochure (Task 4)

Meetings

1. Kick-off and site visits (Task 1)
2. Level of service workshop and review draft report (Tasks 2 and 4)
3. Present plan and provide training to governing body (Task 4)

Limitations / Assumptions

- The asset inventory will be based on information, records, and reports to be supplied by the Town.

Information Requested from the Town

- Existing studies, drawings, tie sheet information, service or repair records, NHDES sanitary surveys.
- Access to water system facilities.

Alternate scope items

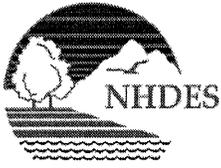
The scope developed is based on the anticipated availability of funds to match the grant; however, the following items may be incorporated into the scope if additional town funds become available:

- Hydraulic modeling of the water system to refine the criticality component.
- Further develop the existing GIS model.
- Perform additional condition assessment or inspections, other than those specifically noted above.
- Perform a water rate study.

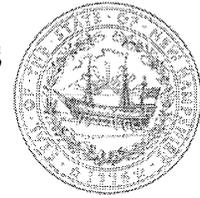
Schedule

| | |
|---|----------------|
| Award of Grant | Winter 2014 |
| Authorization to Proceed* | Winter 2014 |
| Kick-off and Site Visits | Spring 2014 |
| Develop Plan | Summer 2014 |
| Level of Service Workshop and Review Draft Plan | Fall 2014 |
| Present Final Plan | Fall 2014 |
| Public Outreach | Winter 2014-15 |

*Pending authorization of Town funds.



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

January 23, 2014

Jennifer Perry
Town of Exeter Public Works Department
13 Newfields Road
Exeter, NH 03833

Subject: 2014 Asset Management Planning Grant: AM-16

Dear Jennifer,

Congratulations on your successful application to the 2014 Asset Management Planning Grant Program. The Department of Environmental Services intends to award a 50% grant up to **\$15,000** to the Exeter Water Department for this important project.

To award the grant funds we must enter into a grant agreement, approved by the Governor and Council. Enclosed is the grant agreement paperwork. **Please review these documents carefully.** If everything is satisfactory please submit the following:

1. **Original signed and notarized grant agreement** (attached). Initial and date page 2 & 3.
2. **Original signed and notarized Certificate of Authority** (example attached).
3. **Certificate of Insurance**
4. **Match commitment letter** (the grant requires documentation of the 50% match prior to Governor and Council approval).

Once the required paperwork is returned the process will begin for Governor and Council approval. **Please note that any work funded by the grant cannot be completed until after Governor & Council approval.**

We look forward to working with you on your asset management project. Please feel free to contact me at 271-7017 or johnna.mckenna@des.nh.gov if you have any questions.

Sincerely,

Johnna McKenna
Drinking Water and Groundwater Bureau

Enclosures: Grant Agreement
Exhibits
Checklist & Example Certificate

Asset Management Planning Grants:
Checklist of Items Required for G&C Processing



(Refer to your letter for a list of checklist items that are required for your grant)

| | Item | Action/Description |
|--------------------------|---|--|
| <input type="checkbox"/> | Grant Agreement | We will provide the final version of this document to you via e-mail. Print out single-sided on plain white paper. In addition to the signature and notarization on the first page, please note that each page must be dated and initialed by the signor. |
| <input type="checkbox"/> | Certificate of Authority | This certificate provides proof that the person signing the grant agreement has the authority to do so. The certificate must be signed and notarized on the same date or later date than the Grant Agreement. The Grant Agreement and the Certificate of Authority must not be signed by the same person. Please see the example Certificate provided. |
| <input type="checkbox"/> | Insurance Certificate of Coverage | Obtain from your insurance carrier. You must provide this insurance document to indicate that you have coverage meeting the requirements of Paragraph 17 of the Grant Agreement. Note that this is a form that your insurance carrier will provide specifically for this project and must list the Department of Environmental Services as an additional insured in the certificate holder box. |
| <input type="checkbox"/> | Certificate of Existence or Good Standing* | Obtain from the NH Secretary of State office. Provide DES with an original with gold seal. To order visit http://www.sos.nh.gov/corporate/PDF/gscert.pdf . Your organization must be registered to do business in NH, and in good standing with the SOS office to obtain this Certificate. *Note that municipalities and government subdivisions are exempt from this requirement. |
| <input type="checkbox"/> | Match Commitment Letter | The grant program is a 50% grant up to \$15,000 and requires a 50% match. Match letter must be provided before we can obtain Governor and Council approval. If the final cost of the project is less than originally estimated we can pay up to 50% of the final costs. |
| <input type="checkbox"/> | Vendor Code | Grantees must have a Vendor Code. If you have received payments from DES in the past, you should already have a Vendor Code. If not, you will need to register for your Vendor Code online at: https://admin.state.nh.us/purchasing/vendorregistration/ |

Please send documents to:

Johnna McKenna
Drinking Water and Groundwater Bureau
NH Department of Environmental Services
29 Hazen Drive, PO Box 95, Concord, NH 03302-0095

Contact:

johnna.mckenna@des.nh.gov
Phone (603) 271-7017
Fax (603) 271-5171

Subject: Town of Exeter

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification.

| | | | |
|---|--|---|---|
| 1.1 State Agency Name NH Department of Environmental Services | | 1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301 | |
| 1.3 Grantee Name Town of Exeter | | 1.4 Grantee Address 13 Newfields Road, Exeter, NH 03833 | |
| 1.5 Effective Date Upon G&C Approval | 1.6 Completion Date May 31, 2015 | 1.7 Audit Date N/A | 1.8 Grant Limitation \$15,000 |
| 1.9 Grant Officer for State Agency Johnna McKenna, Drinking Water & Groundwater Bureau, NH Department of Environmental Services | | 1.10 State Agency. Telephone Number 603-271-7017 | |
| 1.11 Grantee Signature | | 1.12 Name & Title of Grantee Signor | |
| 1.13 Acknowledgment: State of _____, County of _____ | | | |
| On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace | | | |
| [SEAL] | | | |
| 1.13.2 Name & Title of Notary Public or Justice of the Peace | | | |
| 1.14 State Agency Signature(s) | | 1.15 Name/Title of State Agency Signor(s) | |
| | | Thomas S. Burack, Commissioner NH Department of Environmental Services | |
| 1.16 Approval by Attorney General (Form, Substance and Execution) | | | |
| By: | | On: | |
| 1.17 Approval by the Governor and Executive Council | | | |
| By: | | On: | |

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as the "Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as the "Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities, which shall impose any obligations, or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grantee officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grantee Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word data shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OR AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the grant amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

12. **TERMINATION.**

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no

Grantee Initials _____

Date _____

event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. **CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workers' compensation or emoluments provided by the State to its employees.

15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

17. **INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice of the of has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. **NOTICE.** Any notice by a party hereto the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New

Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Grantee Initials _____
Date _____

EXHIBIT A
SCOPE OF SERVICES

Exeter Water Department

The Exeter Water Department will use these funds for asset management and financial planning initiatives for the water system. Specifically, the following task(s), as described in the application submitted to DES, will be accomplished including invitation for DES participation in meetings and workshops.

1. Develop inventory of water assets. Conduct condition analysis of all water assets and estimate remaining useful life. Update existing water system map.

Deliverable: Submit sample of inventory and condition analysis results to DES. Submit GIS map to DES (electronic file is preferred but paper is acceptable).

2. Develop level of service statement and conduct management workshop. Conduct criticality analysis of assets and rank according to priority.

Deliverable: Submit level of service statement and criticality assessment results to DES.

3. Conduct life-cycle costing. Develop long-term funding plan.

Deliverable: Submit long-term funding plan to DES.

4. Prepare asset management plan. Develop brochure for distribution. Present asset management plan and provide training in asset management principles to Town officials.

Deliverable: Submit asset management plan and brochure to DES.

EXHIBIT B
BUDGET & PAYMENT METHOD

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of associated invoices. **Grant award is a 50% grant up to \$15,000. If invoice is less than initial estimate only the amount on the invoice will be paid.**

| Task Number/Description | Asset Management Grant |
|---|-------------------------------|
| Task 1: Asset Inventory and Condition Assessment | \$7,500 |
| Task 2: Criticality Assessment and Level of Service | \$2,500 |
| Task 3: Financial Planning | \$2,500 |
| Task 4: Plan Presentation, Implementation, Communication and Training | \$2,500 |
| TOTAL | \$15,000 |

EXHIBIT C
SPECIAL PROVISIONS

Changes to the Scope of Services or reallocation of grant funds require DES approval in advance. Payments will be made based on submitted invoices. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.6).

Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

Certificate of Vote of Authorization **Examples**

A Certificate of Vote of Authorization is a certificate that states that a grantee is willing to enter into a grant agreement with the State of NH Department of Environmental Services, that whoever signs the Grant Agreement has the authority to do so and that they are who they are.

All certificates must include:

- A signature other than the person that signed the Grant Agreement (box 1.11 & 1.12),*
- Must state that the person who signed the Grant Agreement has the authority to do so,*
- Must be notarized*
- A date following or the same as the Grant Agreement.*

Example 1

(i.e. Water Districts/Village Precincts)

We, the undersigned duly elected Commissioners of the Town Water District, do hereby state that on January 1, 200X at the regular monthly meeting of the Water District, the Commissioners voted to approve and accept the proposed 200X Local Source Water Protection Grant as stated in the letter dated December 20, 200X from the NH Department of Environmental Services.

The undersigned Commissioners **hereby authorize, Mr. Water, as chairman, to execute the grant on the District's behalf.**

| | |
|------|-----------|
| Date | Signature |
| Date | Signature |

Example 2A

(i.e. Towns, Regional Planning Commissions)

I, Ms. Clerk, Town Clerk of Watertown, N.H. do hereby certify that: (1) at the meeting held November 1, 200X, the Town Meeting voted to authorize Watertown to apply for, accept and expend money from the state, federal, or other governmental unit or a private source, which becomes available during the fiscal year, in accordance with the procedures set forth in NH (RSA 31:9-b); (2) at the meeting on January 1, 200X, the Town of Watertown, agreed to receive a 200X Local Source Water Protection Grant from NH Department of Environmental Services (DES) to fund the Source Water Protection Measures Project.

Official Motion: Motion by Selectman Well, "to enter into and approve a grant agreement with the DES in the amount of \$15,000.00 to Watertown **and to authorize Town Manager, Mr. Source, to sign paperwork associated with such grant on behalf of the Town**", Selectman Well seconds the motion.

Vote Unanimous:

IN WITNESS WHEREOF, I have hereunto set my hands as the town clerk of Watertown, NH.

| | |
|------------|------|
| Town Clerk | Date |
|------------|------|

State of New Hampshire, County of Water:

On this 1st day of January, 200X before me, Ms. Clerk, Notary Public, the undersigned officer, personally appeared, Ms. Clerk, who acknowledged herself to be the Town Clerk of Watertown, NH, and that she, as such Town Clerk, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have hereunto set my hand and official seal.

| | |
|---------------|---------------------|
| Notary Public | Commission Expires: |
|---------------|---------------------|

Example 2B

I, _____, City Clerk for the City of Welltown, New Hampshire do hereby certify that:

1. The City Council voted to accept funds and enter into a grant agreement with the NH Department of Environmental Services on January 1, 200X;
2. The City Council further authorized the City Manager to execute any documents which may be necessary for this grant agreement;
3. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following person has been appointment to and now occupies the office indicated in 2. above:

_____ Mr. Smith, City Manager

IN WITNESS WHEREOF, I have hereunto set my hand as the City Clerk of Welltown, New Hampshire this ____ day of ____ 200X.

City Clerk

SEAL

Example 2C

On January 1, 200X the City of Welltown authorized the Conservation Commission to enter into a grant agreement with the State of New Hampshire Department of Environmental Services pertaining to the 200X Local Source Water Protection Grant Program for the Source Water Protection project.

The undersigned City Manager further authorizes, Acting Chairman of the Conservation Commission, Ms. Anne Bell, to execute the grant on the Commissions' behalf and any documents which may be necessary for this grant.

Mr. Smith, City Manager

Ms. Bell, Acting Chairman, Conservation Commission

Notarized by

SEAL



TATA & HOWARD

March 20, 2014

Ms. Jennifer R. Perry, P.E., Public Works Director
Town of Exeter
Public Works Department
13 Newfields Road
Exeter, NH 03883

Subject: RFP No. DPW 2014-01 Proposal for Asset Management Plan – Engineering Services
Cost Proposal

Dear Ms. Perry:

Tata & Howard is pleased to submit our Cost Proposal for the above referenced project. The following is a cost estimate by task as requested.

| Task | Description | Fee |
|------|---|---------|
| 1 | Asset Inventory and Condition Assessment | \$7,100 |
| 2 | Level of Service and Criticality | \$7,100 |
| 3 | Financial Planning | \$4,700 |
| 4 | Plan Presentation, Implementation, Communication and Training | \$9,500 |

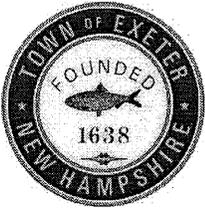
Total: \$28,400

We are available to begin work with you immediately. We look forward to working with the Town on this important project.

Sincerely,

TATA & HOWARD, INC.

Donald J. Tata, P.E.
President



TOWN OF EXETER, NEW HAMPSHIRE

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

www.exeternh.gov

Ms. Nadine Peterson
Ms. Deborah Gagne
NH Division of Historical Resources
19 Pillsbury Street, Concord, NH 03

May 14, 2014

Re: CLG Grant 2014 Exeter Historic Education and Awareness Program

Nadine and Deb,

It is with great pleasure that the Exeter Board of Selectmen approve the appointment of Patrick Gordon, Historic District Commission member, as grant administrator for the above named project. Patrick has brought energy and enthusiasm to the HDC. Patrick has clearly shown his interest in learning more details of Exeter's history and has identified the need for the Town's administration to push more of that interest into to the public arena. With the public outreach of this project the general public will gain appreciation of our history and support of the HDC. As a newer member of the Commission, Patrick has observed and identified gaps in Exeter's HDC processes. His observation of the workings of the Commission members' strengths, weaknesses and knowledge base has led to the imaginative and innovative ideas in this proposed project. While we wholly support our outstanding volunteers we know that as they come to support the Town's administration we need to give them the same support back. That being said, Exeter has no formal training program for our volunteer boards. The HDC provides new members with a set of its guidelines, Zoning Ordinance and some National Park Service publications that the Commission assembled on its own. With this grant award, the HDC will bring formal training to the Commission and a new public education and appreciation of Exeter's built environment and history. The proposed project will be a template for other Board's educational possibilities and administration as well as a sustainable structure for the HDC itself.

We are grateful for Patrick's interest and willingness to administer this project towards the betterment of Exeter's organizational and public services.

Sincerely,

Julie D. Gilman
Exeter Board of Selectmen, Chair

**NEW HAMPSHIRE DIVISION OF HISTORICAL RESOURCES
CERTIFIED LOCAL GOVERNMENT FY 2014 GRANT APPLICATION**

Priority I Projects

Applications are due no later than May 20, 2014 or must be postmarked no later than May 12, 2014. Send the application to:

New Hampshire Division of Historical Resources
19 Pillsbury Street
Concord, NH 03301-3570 (phone: 271-3483)

NOTE: **Do not FAX application**

1. Applicant: **Town of Exeter**

Address: **10 Front Street, Exeter, NH 03833**

Contact Person Name: **Patrick Gordon**

Daytime Telephone: **(480) 384-0000**

2. Project Title: **Exeter Historic District Revitalization**

3. Project Category. Complete all sections as applicable. Section 3D should be completed by all applicants.

D. For **PUBLIC AWARENESS AND EDUCATION** Project:

Describe audience; types of methods and materials.

The overall mission is to revitalize the identity of the Town of Exeter's historic preservation governing bodies. The intended audience will be Exeter board and commission members, as well as, the general public.

Our commission members are volunteers and come from a range of expertise and talent. The value of these boards and commissions is a direct reflection of the interest and dedication of our citizens in making Exeter a better place to live. However, formal organization training for Exeter's Heritage and Historic District Commission members has not occurred. The goal is to educate these two commissions along with other town entities, including but not limited to the Planning Board and the Economic Development Commission.

In parallel, an equal goal will be to educate the general public about preservation guidelines and best practices. We will evaluate the Historic District Commission's application procedure, reformatting the application and making the process more transparent. It will also be important to explain the significance of architectural styles, town planning and about the economic value of the historic districts.

The means and methods will be a dual approach. The idea is to educate the commission members and to educate the public. There will be considerable overlap between the two.

Primarily our Grant proposal is to collaborate with the National Alliance of Preservation Commission (NAPC) to bring to the Town of Exeter their signature training program Commission Assistance and Mentoring Program (CAMP). The program provides intensive, on-site training for local preservation commission members and staff. NAPC will cover fundamental topics and issues related to commission operation, including Federal Standards, local design guidelines, preservation law and public support.

Alongside the commission education, Exeter's Heritage and Historic District Commissions would also like to provide community outreach with programs that will benefit both the commission members and the general public:

- An interactive workshop series by historic preservation consultants
- Editorial articles in the Exeter Newsletter and Seacoast online
- Books relevant to historic architecture and historic districts made available at the Exeter Public Library
- A walking tour of historic downtown structures

Having these resources available to the commission members will better equip them to address applications with more confidence in the boardroom. In the first year of the revitalization, the resources will begin to present a constructive view of the value of historic districts to the general public, bringing residents back wanting more knowledge, but also having a better understanding of Exeter architecture and town planning.

The long-term goal will be to sustain a positive image of the Exeter preservation bodies in the public eye through continuous community outreach with public events and additional workshops.

4. **PROJECT DESCRIPTION.**

How does the project meet the Selection Criteria?

The four proposed action items within this grant application are about education and distributing information regarding historic and cultural resources. The Town of Exeter needs to update the procedure documents for both the Heritage Commission and Historic District Commission in order to make informed decisions on applications set before them. In addition, educating the general public has been a difficult goal for the Heritage Commission to accomplish on its own. This project will bring both the Heritage Commission and Historic District Commission together to enhance the association of their individual missions.

Describe reason for the project and expected results.

- Describe the specific products, which will result from the project. How will they be used?
- How will the public learn about the project and its purpose?
- Who will participate in the project and what will they do? (e.g., types and numbers of consultants, the CLG's personnel, volunteers, etc.).
- Describe other phases of the project, or provide any other information about the project, which might be helpful in understanding it.

The reason for the Town of Exeter's Certified Local Government Grant application is to clear up public misinterpretation about the mission that the preservation commissions have for the town's historic districts. Changes of this magnitude will not happen overnight, so it is the intent for the commissions to begin the overhaul in the 2014-2015 season and provide successive community outreach in the years following.

The hopeful outcome is that the preservation of Exeter's historic districts will be greater appreciated by the community for both their economic and architectural character. And it is the intention to document the successes and action plans that the Exeter Heritage and Historic District Commission's enact to create an "Action Plan" for other municipalities to adopt.

Action Item #1:

National Alliance of Preservation Commission (NAPC)

Commission Assistance and Mentoring Program (CAMP)

The primary objective for the grant application is to collaborate with the National Alliance of Preservation Commission (NAPC) to bring to the Town of Exeter their signature training program Commission Assistance and Mentoring Program (CAMP). CAMP will train both the Exeter Heritage Commission and Historic District Commission members, along with key Exeter town staff.

Key topics for Exeter to receive training on are to explore preservation law and the legal issues faced by preservation commissions, understand the relationship between Federal and local design guidelines, to consistently follow established

review procedures to prevent accusations, and to gain public support by being enthusiastic promoters of our historic preservation for the community.

Intended Result #1:

Specific products resulting from action: Heritage and Historic District Commission meetings will be run predictably which will present itself to the general public more favorably. Applicants will have a better understanding of procedure to present their applications more confidently.

Public awareness: CAMP agenda will be made public; CAMP will be mentioned at Exeter Heritage and Historic District Commission meetings- Historic District Commission meetings are televised and posted on Town Hall Streams website.

Participants: National Alliance of Preservation Commission (NAPC), Exeter Heritage Commission members, Exeter Historic District Commission members, Exeter town building inspector.

General result comments: None.

Action Item #2:

Review and rewrite Preservation Guidelines and Historic District Commission application. The last revision date of the Preservation Guidelines is January 1, 2000. The last revision date of the Historic District Commission application is February 21, 2008. A third party consultant will be brought in to review and rewrite the Preservation Guidelines. Any re-writes, additions or omissions will be reviewed and voted by the Historic District Commission members. The goal is to make the Preservation Guidelines accepted as Preservation Regulations by the Town of Exeter Historic District Commission.

Intended Result #2:

Specific products resulting from action: Revised Preservation Regulations outlining best practices according to the applicable National Parks Service Secretary of Interiors Standards. Revised Historic District Commission application.

Public awareness: Revised Preservation Regulations and Historic District Commission application will be publically read at Exeter Historic District Commission meetings three (3) times according to current bylaws - Historic District Commission meetings are televised and posted on Town Hall Streams website. Revised Preservation Regulations and Historic District Commission application will be posted on the Town of Exeter Historic District Commission web page for the general public.

Participants: Third party consultant, Historic District Commission members

General result comments: The revised Historic District Commission application will remove any current confusion about what is required to submit for a complete application. The revised application will guide applicants to seek the correct requirements that apply to their scope of work (i.e. signage, windows, demolition, etc.).

Action Item #3:

Update the current Heritage Commission and the Historic District Commission's website pages on the Town of Exeter's website to cross reference each other and include updated and relevant links to local, state and federal guidelines and regulations. The intent is that we will be evolving the website as information changes.

Intended Result #3:

Specific products resulting from action: Updated website with pertinent and complete information.

Public awareness: Website updates will be mentioned at Exeter Heritage and Historic District Commission meetings- Historic District Commission meetings are televised and posted on Town Hall Streams website.

Participants: Town Planning Department and HDC members.

General result comments: The website will become a single point of reference for the applicant to find required information to complete an application to the Historic District Commission or the Heritage Commission. The website will help to provide transparency to the general public for the application process and all necessary requirements. The website will give the Town an opportunity to bring more historical education to the general public with reference to Town of Exeter Surveys and fun facts.

Action Item #4:

Create a sustainable educational series for the benefit of the general public and the commission members. The intent is for this to be an evolving series of programs to stimulate economic development in Exeter.

Education will include:

- Relevant books to historic architecture and historic districts will be made available at the Exeter Public Library. The goal is to add to the collection in sequential years. And provide a copy of relevant books to Heritage Commission and Historic District Commission members.
- Historic self-guided tours. Currently provided by Exeter Historical Society. Exeter Historic District Commission and Heritage Commission would assist formatting a printed graphical presentation and enrich the historical content provided.
- Workshop series
 - Architectural Styles – review prevalent styles in the seacoast of New Hampshire and their architecturally defining characteristics
 - Historical Colors – the Great White Hype: most historic houses were not white, provide a general overview on historic architectural style and related colors
- Editorial articles in Exeter Newsletter and Seacoast online. Provide quarterly article in 2014-2015 year. Possible topics:
 - The relationship between Exeter's Heritage Commission, Historic District Commission and Historical Society
 - Economic value of historic downtowns, downtown tax incentive, RSA 79E
 - National and State Historic Designation
 - Specific buildings in Exeter that have National or State Historic Designation
- Events will be a collaboration with local businesses to promote historic significance, preservation of character and economic development
 - Business Connection Historic Walking Tour of downtown Exeter, two hour duration during which participants would switch locations between significant landmarks and hear Exeter historical accounts. Location examples:
 - First Congregational Church
 - Gilman Garrison
 - Folsom Tavern
 - 11 Water Street

Intended Result #4:

Specific products resulting from action: The target audience would be local and regional and the goal will be community outreach and to promote the economic benefits of historic preservation.

Public awareness: Flyers will be posted throughout downtown Exeter and local towns; radio announcements; newspaper advertisements, yard signs.

Participants: Heritage Commission members, Historic District Commission members, Historical Society members, Consultants from Groundroot Preservation Group will be brought in to provide the two workshops, Sheri Riffle from the Town of Exeter will help organize the events.

General result comments: With a large body of accessible municipal volunteers and connection to the Exeter Historical Society, the project scope can be divided amongst the bodies and produced in tandem. It is expected that the programs, Commission education, process improvements and events working with other cultural entities will provide a template for other communities to jump start their own endeavors and guide them along the process of providing the State with future survey information and cultural awareness benefits.

TOWN OF EXETER, NEW HAMPSHIRE
(the "Issuer")

CERTIFICATE OF VOTE REGARDING AUTHORIZATION
OF BONDS AND APPROVAL OF
LOAN AGREEMENT WITH THE NEW HAMPSHIRE MUNICIPAL BOND BANK

I, the undersigned Clerk of the Issuer, hereby certify that a meeting of the Governing Board of Issuer (the "Board") was held on _____. A quorum of the Board was in attendance and voting throughout.

I further certify that there are no vacancies on the Board, that all of the members of the Board were duly notified of the time, place and purposes of said meeting, including as one of the purposes the authorization of bonds and the approval of a Loan Agreement between the New Hampshire Municipal Bond Bank (the "Bond Bank") and the Issuer.

I further certify that the following is a true copy of resolutions unanimously adopted at said meeting:

RESOLVED: That under and pursuant to the Municipal Finance Act, Chapter 33, N.H.R.S.A., as amended, the New Hampshire Municipal Bond Bank Law, Chapter 35-A, N.H.R.S.A., as amended, and other laws in addition thereto, and to votes of the Issuer duly adopted on March 11, 2014 under Articles 7 and 8 of the Warrant for the annual meeting of the Issuer there be and hereby is authorized the issuance of a \$3,386,758 Bond of the Issuer (the "Bond") which is being issued by the Issuer for the purposes of financing (i) the replacement and rehabilitation of certain water mains and sewer lines and (ii) the removal of the Great Dam and the restoration of the Exeter River.

The Bond shall be dated as of its date of issuance, shall be in such numbers and denominations as the purchaser shall request, shall mature in accordance with the schedule set forth in Exhibit A to a certain Loan Agreement hereinafter described (the "Loan Agreement"), shall bear a net interest cost rate (as defined in the Loan Agreement) of three and three quarters percent (3.75%) per annum or such lesser amount as may be determined by a majority of the Board. The Bond shall be substantially in the form set forth as Exhibit B to the Loan Agreement and otherwise shall be issued in such manner and form as the signatories shall approve by their execution thereof.

RESOLVED: That the Bond shall be sold to the Bond Bank at the par value thereof plus any applicable premium.

RESOLVED: That in order to evidence the sale of the Bond, the Treasurer of Issuer and a member of the Board are authorized and directed to execute, attest and deliver, in the name and on behalf of the Issuer, a Loan Agreement in substantially the form submitted to this meeting, which is hereby approved, with such changes therein not inconsistent with this vote and approved by the officers executing the same on behalf of the Issuer. The approval of such changes by said officers shall be conclusively evidenced by the execution of the Loan Agreement by such officers.

RESOLVED: That all things heretofore done and all action heretofore taken by the Issuer and its officers and agents in its authorization of the project to be financed by the Bond are hereby ratified, approved and confirmed.

RESOLVED: That the Clerk and the signers of the Bond are each hereby authorized to take any and all action necessary and convenient to carry out the provisions of this vote, including delivering the Bond against payment therefor.

RESOLVED: That the useful life of the project being financed is in excess of ten (10) years.

I further certify that said meeting was open to the public; the aforesaid vote was not taken by secret ballot nor in executive session; that notice of the time and place of said meeting was posted in at least two (2) appropriate public places within the territorial limits of the Issuer, or published in a newspaper of general circulation in said area, at least twenty-four (24) hours, excluding Sundays and legal holidays, before said meeting; that no deliberations or actions with respect to the vote were taken in executive session; and that the minutes of said meeting have been promptly recorded and have been or will be made open to inspection within one hundred forty-four (144) hours of said meeting, all in accordance with Chapter 91-A, N.H.R.S.A., as amended.

I further certify that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

WITNESS my hand and seal of the Issuer this _____ day of _____, 2014.

CLERK OF ISSUER

(SEAL)

J:\WDOX\DOCS\CLIENTS\012914\101630\M2622768.DOC

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L O A N A G R E E M E N T

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AGREEMENT, dated the day of June 2014, between the New Hampshire Municipal Bond Bank, a public body corporate and politic constituted as an instrumentality of the State of New Hampshire exercising public and essential governmental functions (hereinafter referred to as the "Bank"), created pursuant to the provisions of Chapter 35-A of the New Hampshire Revised Statutes Annotated, as amended (hereinafter referred to as the "Act"), having its principal place of business in Concord, New Hampshire, and **Town of Exeter** (hereinafter referred to as the "Governmental Unit"):

W I T N E S S E T H :

WHEREAS, pursuant to the Act, the Bank is authorized to loan money (hereinafter referred to as the "Loans") to the Governmental Unit and the Governmental Unit is authorized to contract with the Bank with respect to such Loans to be evidenced by its municipal bonds (as defined in the Act) to be purchased by the Bank; and

WHEREAS, the Governmental Unit has requested a loan from the Bank in the amount of **\$3,386,758** (hereinafter referred to as the "Loan") and, to evidence the indebtedness to be incurred thereby, has duly authorized the issuance of its bonds in at least that principal amount (the "Municipal Bonds"), which Municipal Bonds are to be purchased by the Bank in accordance with this Loan Agreement; and

WHEREAS, the Bank has adopted or will adopt a General Bond Resolution (hereinafter referred to as the "Bond Resolution") authorizing the issuance of its bonds from time to time, a portion of the proceeds of which will be expended for the purpose of making the Loan, and will adopt a resolution authorizing the making of the Loan to the Governmental Unit by the purchase of the Municipal Bonds,

NOW, THEREFORE, the parties agree:

1. The following words or terms used herein shall have the following meanings:

(a) "Fees and Charges" shall mean all fees and charges authorized to be charged by the Bank for the use of its services or facilities pursuant to paragraph VIII of Section 6 of the Act.

(b) "Governmental Unit's Allocable Proportion" shall mean the proportionate amount of the total requirement in respect of which the term is used, determined by the ratio that the Loan then outstanding bears to the total of all Loans which are then outstanding, as certified by the Bank.

(c) "Loan Obligation" shall mean that amount of bonds issued by the Bank which is equal to the principal amount of the Municipal Bonds outstanding.

(d) "Maximum Interest Cost Rate" shall mean an interest cost rate 3.75% per centum per annum.

(e) "Municipal Bonds Interest Payments" shall mean the amount to be paid by the Governmental Unit pursuant to this Loan Agreement representing interest due or to become due on its Municipal Bonds.

(f) "Municipal Bonds Principal Payments" shall mean the amount to be paid by the Governmental Unit pursuant to this Loan Agreement representing principal due or to become due on its Municipal Bonds.

2. The Bank hereby agrees to make the Loan and the Governmental Unit hereby agrees to accept the Loan and to sell to the Bank the Municipal Bonds in the principal amount of the Loan. The Municipal Bonds shall bear interest from the date of their delivery to the Bank at such rate or rates per annum as will result in an interest cost rate to the Governmental Unit of the Maximum Interest Cost Rate (as calculated by the "Interest Cost Per Annum" method) or at rates per annum as will result in a lesser interest cost rate to the Governmental Unit as determined by the Bank. The interest cost rate for purposes of this Loan Agreement will be computed as if the Municipal Bonds bore interest from the delivery date of the Bank's bonds, and without regard to Sections 4 and 5 hereof which require that Governmental Unit make funds available to the Bank for the payment of principal and interest at least thirty (30) calendar days (inclusive of Saturdays, Sundays and holidays) prior to each respective principal and interest payment date. Subject to any applicable legal limitations, the rate or rates of interest borne by the Municipal Bonds shall be not less than the rate or rates of interest borne by the bonds issued by the Bank (for corresponding maturities) the proceeds of sale of which were used to make the Loan and to purchase the Municipal Bonds. Notwithstanding the above, the obligation of the Bank to make the Loan shall be conditioned upon receipt by the Bank of the proceeds of bonds issued by the Bank both for the purposes set forth herein and to create the reserves required by the Bond Resolution.

3. The Governmental Unit has duly adopted or will adopt all necessary votes and resolutions and has taken or will take all proceedings required by law to enable it to enter into this Loan Agreement and issue its Municipal Bonds for purchase by the Bank.

4. The Municipal Bonds Interest Payments shall be not less than the total amount of interest the Bank is required to pay on the Loan Obligation and shall be scheduled by the Bank in such manner and at such times as to provide funds sufficient to pay interest as the same becomes due on the Loan Obligation and the Governmental Unit shall make such funds available to the Bank at least thirty (30) calendar days (inclusive of Saturdays, Sundays and holidays) prior to each interest payment date.

5. The Municipal Bonds Principal Payments shall be scheduled by the Bank in such manner and at such times as to provide funds sufficient to pay the principal of the Loan Obligation as the same matures (based upon the maturity schedule provided by and for the Governmental Unit and appended hereto as Exhibit A) and the Governmental Unit shall make such funds available to the Bank at at least thirty (30) calendar days (inclusive of Saturdays, Sundays and holidays) prior to each principal payment date.

6. The Governmental Unit agrees to be obligated to pay Fees and Charges to the Bank. Such Fees and Charges, if any, collected from the Governmental Unit shall be in an amount sufficient, together with the Governmental Unit's Allocable Proportion of other monies available therefore, including any grants made by the United States of America or any agency or instrumentality thereof or by the State or any agency or instrumentality thereof, to pay on a semi-annual basis:

(a) as the same becomes due, the Governmental Unit's Allocable Proportion of the administrative expenses of the Bank; and

(b) as the same becomes due, the Governmental Unit's Allocable Proportion of the fees and expenses of the trustee and paying agents for the bonds of the Bank.

7. The Governmental Unit agrees to be obligated to make the Municipal Bonds Principal Payments scheduled by the Bank on an annual basis and agrees to be obligated to make the Municipal Bonds Interest Payments scheduled by the Bank and to pay any Fees and Charges imposed by the Bank on a semi-annual basis.

8. The Governmental Unit agrees that any loan agreements previously entered into between the Bank and the Governmental Unit in connection with loan obligations previously undertaken and presently outstanding between the Bank and the Governmental Unit, are hereby amended so as to provide that the Governmental Unit shall make such funds available to the Bank with respect to the payment of interest and principal of each such loan obligation, if any, at least thirty (30) calendar days (inclusive of Saturdays, Sundays and holidays) prior to each interest or principal payment date pertaining thereto.

9. The Bank shall not sell and the Governmental Unit shall not redeem prior to maturity any of the Municipal Bonds with respect to which the Loan is made by the Bank prior to the date on which all outstanding bonds issued by the Bank with respect to such Loan are redeemable, and in the event of any sale or redemption prior to maturity of such Municipal Bonds thereafter, the same shall be in an amount equal to the aggregate of (i) the principal amount of the Loan Obligation so to be redeemed, (ii) the interest to accrue on the Loan Obligation so to be redeemed to the next redemption date thereof not previously paid, (iii) the applicable premium, if any, payable on the Loan Obligation so to be redeemed, (iv) the costs and expenses of the Bank in effecting the redemption of the Loan Obligation, and (v) at the direction of the Bank, an amount equal to the proportionate amount of bonds so to be redeemed which were issued by the Bank with respect to the Loan Obligation and necessary to fund a portion of the reserve fund authorized by Section 11 of the Act, less the amount of monies or investments available for withdrawal from such reserve fund and for application to the redemption of such bonds issued by the Bank in accordance with the terms and provisions of the Bond Resolution, as determined by the Bank; provided, however, that, in the event the Loan Obligation has been refunded and the refunding bonds issued by the Bank were issued in a principal amount in excess of or less than the Loan Obligation remaining unpaid at the date of issuance of such refunding bonds, the amount which the Governmental Unit shall be obligated to pay under item (i) hereof shall be the amount set forth in the resolution of the Bank. In the event the Loan Obligation has been refunded and the interest the Bank is required to pay on the refunding bonds is less than the interest the Bank was required to pay on such Loan Obligation, the amount which the Governmental Unit shall be

obligated to pay under item (ii) above shall be the amount of interest set forth in the resolution of the Bank. In no event shall any such sale or redemption of Municipal Bonds be affected without the prior written agreement and consent of both parties hereto.

10. Simultaneously with the delivery to the Bank of the Municipal Bonds, which Municipal Bonds shall be in a form acceptable to the Bank, the Governmental Unit shall furnish to the Bank an opinion of bond counsel satisfactory to the Bank which shall set forth among other things, the unqualified approval of said Municipal Bonds then being delivered to the Bank and that said Municipal Bonds will constitute valid general obligations of the Governmental Unit as required by the Act. The Governmental Unit shall bear the cost of such opinion.

11. The Governmental Unit shall be obligated to notify the Bank and the corporate trust office of the trustee for the bonds of the Bank in writing at least 30 days prior to each interest payment date of the name of the official of the Governmental Unit to whom invoices for the payment of interest and principal should be addressed.

12. The Governmental Unit and the Bank agree that the Municipal Bonds Principal Payments, the Municipal Bonds Interest Payments and the Municipal Bonds or a portion thereof may be pledged or assigned by the Bank under and pursuant to the Bond Resolution.

13. The Governmental Unit agrees upon surrender to it of the Municipal Bonds by the Bank it will, at the option of the Bank, cause there to be delivered to the Bank either registered or coupon Municipal Bonds as the case may be.

14. Prior to payment of the amount of the Loan, or any portion thereof, and the delivery of the Governmental Unit's Municipal Bonds to the Bank or its designee, the Bank shall have the right to cancel all or any part of its obligations hereunder if:

(a) any representation made by the Governmental Unit to the Bank in connection with application for Bank assistance shall be incorrect or incomplete in any material respect; or

(b) the Governmental Unit has violated commitments made by it in its application and supporting document or has violated any of the terms of this Loan Agreement.

15. (a). The Governmental Unit agrees to furnish to the Bank annually as long as any of the Municipal Bonds remain outstanding such financial reports, audit reports and other financial information as the Bank may reasonably require.

(b). So long as the Governmental Unit shall constitute an obligated person within the meaning of S.E.C. Rule 15c2-12 (the "Rule") as in effect from time to time, the Governmental Unit agrees to furnish to the Bank (1) such financial information and operating data with respect to the Governmental Unit at such times and in such forms as the Bank shall reasonably request in order to comply with the provisions of the Rule, (2) when and if available, the Governmental Unit agrees promptly to provide the Bank with its audited financial statements for each fiscal year and (3) the Governmental Unit agrees to provide to

the Bank in a timely manner, notice of any of the following events with respect to the Municipal Bonds, if material:

- (a) Principal and interest payment delinquencies.
- (b) Non-payment related defaults, if material.
- (c) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (d) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (e) Substitution of credit or liquidity providers, or their failure to perform.
- (f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Municipal Bonds, or other material events affecting the tax-exempt status of the Municipal Bonds.
- (g) Modifications to rights of the beneficial owners of the Municipal Bonds, if material.
- (h) Bond calls, if material, and tender offers.
- (i) Defeasance of the Municipal Bonds or any portion thereof.
- (j) Release, substitution or sale of property securing repayment of the Municipal Bonds, if material.
- (k) Rating changes.
- (l) Bankruptcy, insolvency, receivership or similar event of the Government Unit.
- (m) The consummation of a merger, consolidation, or acquisition involving the Government Unit or the sale of all or substantially all of the assets of the Government Unit, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (n) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Governmental Unit agrees that from time to time it will also provide notice to the Bank of the occurrence of other events, in addition to those listed above, if such other event is material with respect to the Municipal Bonds.

The Governmental Unit will provide, in a timely manner, to the Bank, notice of a failure to satisfy the requirements of this Section.

The intent of the Governmental Unit's undertaking pursuant to this Section is to facilitate the Bank's ability to comply with the requirements of the Rule. Accordingly, the Governmental Unit agrees to provide the Bank with any additional information the Bank may reasonably require in order to comply with the requirements of the Rule, as in effect from time to time.

To the extent the Rule no longer requires issuers of municipal securities to provide all or any portion of the information the Governmental Unit has agreed to provide pursuant to this Section, the obligation of the Governmental Unit to provide such information pursuant to this Section also shall cease immediately.

The sole remedy available to the Bank or to any other person for the failure of the Governmental Unit to comply with any provision of this Section shall be an action for specific performance of the Governmental Unit's obligations under this Section.

16. The Governmental Unit shall not take, or permit to be taken, any action or actions that would cause any Municipal Bond to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as from time to time in effect (the "Code") or a "private activity bond" within the meaning of Section 141(a) of the Code or that would cause any Municipal Bond to be "federally guaranteed" within the meaning of Section 149(b) of the Code, or that would otherwise cause interest on the Municipal Bonds to become included in gross income of the recipient thereof for the purpose of federal income taxation.

The Governmental Unit shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Governmental Unit on the Municipal Bonds shall be excluded from gross income of the recipient thereof for the purpose of federal income taxation under any valid provision of law and to assure that the Municipal Bonds shall not be "private activity bonds" within the meaning of Section 141(a) of the Code, including the preparation and filing of any statements required to be filed by the Governmental Unit in order to maintain such exclusion.

17. If any provision of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

18. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as may be necessary to give effect to the terms of this Loan Agreement.

19. No waiver by either party of any term or conditions of this Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement.

20. This Loan Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

NEW HAMPSHIRE MUNICIPAL BOND BANK

Attest:

By _____
Secretary, NHMBB

(NHMBB SEAL)

By _____
Chairman, NHMBB Board of Directors

Attest:

By _____
Member, Board of Selectmen

By _____
Town Clerk

By _____
Town Treasurer

Town of Exeter (SEAL)

EXHIBIT A

Town of Exeter

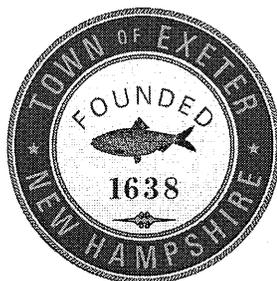
MATURITY SCHEDULE - Level Principal Structure

Governmental Unit's Bonds

| Due | Principal Amount |
|--------------------|-------------------------|
| 8/15/2015 | 341,758 |
| 8/15/2016 | 340,000 |
| 8/15/2017 | 340,000 |
| 8/15/2018 | 340,000 |
| 8/15/2019 | 340,000 |
| 8/15/2020 | 340,000 |
| 8/15/2021 | 340,000 |
| 8/15/2022 | 335,000 |
| 8/15/2023 | 335,000 |
| 8/15/2024 | 335,000 |
| 8/15/2025 | |
| 8/15/2026 | |
| 8/15/2027 | |
| 8/15/2028 | |
| 8/15/2029 | |
| 8/15/2030 | |
| 8/15/2031 | |
| 8/15/2032 | |
| 8/15/2033 | |
| 8/15/2034 | |
| Total Issue | \$3,386,758 |

Working together is success.

— Henry Ford



Town of Exeter
New Hampshire

April 19, 2014

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Public Sector
Advancement

Promoting Excellence in the Public Sector

Purpose and Intended Result of the Session

The purpose of the session was for the Board and Town Manager to come together to lay the horizon for the Town and establish goals and strategies that will help guide the Town over the next twelve (12) months.

Participants

Julie Gilman, Chairman

Dan Chartrand, Vice-Chairman

Anne Surman, Clerk

Nancy Belanger, Board of Selectmen

Donald Clement, Board of Selectmen

Russ Dean, Town Manager

The exercise was facilitated by:

Rick Alpers, Member Services Consultant, Primex³

Danielle Krause, Administrative Assistant, Primex³

2013 Goal Review Discussion

The session began with the Board of Selectmen and Town Manager reviewing the successful goals for 2013 and to identify any goals to continue working on along with the goals identified for 2014.

- Facilities plan – Goal Achieved (approved at Town Meeting)
- Communication and Technology improvements
- Housing and Development
- Population Growth
- Transportation
- Natural Resources
- Economic Development – Goal Achieved (approved at Town Meeting)
- 2014 Budget
- Natural Resources

All Board Meeting - Goal Achieved

In 2013, the Board of Selectmen, held an all boards meeting for the Town of Exeter and will be holding a second meeting on May 21, 2014. The Board of Selectmen and Town Manager were asked the following questions.

- What was the focus of last year's meeting?
- What is the focus of this year's meeting?

The focus of the 2013 all boards meeting was a meet and greet, and a review of regulations and process. Below are the topics to discuss for the upcoming all boards meeting.

Topics to Discuss

- Regulations vs. Development
- True road map for permitting (what are the steps?)
- Board of Selectmen and Planning Board
 - ✓ Discussion on TRC process
- Education of roles for all Boards
- What is the vision for the Town of Exeter?
- Master Plan update
- Zoning Regulations review

Steps for TRC as of Current Day

1. Idea and intake meeting (potential meeting with Economic Development Director)
2. Project Review (internal meeting to review zoning)
3. Application to land use boards
4. TRC
5. Informal consult of planning board
6. TRC - work session with planning board

Economic Development Position

The Board of Selectmen and Town Manager discussed what the goals should be for this position day 1. The Board of Selectmen and Town Manager, agreed to have the position be the Economic Development Administrator instead of a Director. The following goals were discussed for this position.

Economic Development Position Goals

- Outreach and introduction to existing businesses
- Initial Developer intake for businesses
- Commercial growth (non-residential)
- Downtown Czar (related growth)
- Liaison of revitalization efforts
- Bring business community together

Top 2-3 Priorities

Julie Gilman

1. Education of roles for all Boards and Commission members
2. Master Plan Update
3. Process of Economic Development Administrator into TRC

Dan Chartrand

1. Overall plan for the Downtown Revitalization
2. Balancing vision of land use policy
3. Regionalization (specific and comprehensive)

Don Clement

1. Stadium Well (Philips Exeter Academy)
2. Waste Water Municipal Agreement
3. Operations efficiency study

Anne Surman

1. Great Dam Removal
2. Communication amongst town officials and boards
3. Commercial and light industrial development

Nancy Belanger

1. Economic Development Administrator
2. Master Plan Update
3. Affordable housing analysis

Russ Dean

1. Organizational Alignment
2. Execution of Projects
3. Economic Development Administrator

Top 2014 Goals

The Board of Selectmen and the Town Manager identified the top goals for the Town of Exeter and to develop a work plan. The goals and deadline for an update or completion are listed below.

Goal #1: Lead the update of the Master Plan with pro-development strategies and the following chapters to be reviewed and updated.

Chapter 1

Chapter 2 and add economic development chapter

Deadline: March 2015

Goal #2: Develop strategies to diversify tax base

Deadline: October 2014

Goal #3: Review current land use rules and process to ensure efficiency and ease

Outcomes: Changes, improvement, recommendations and joint meeting with boards

Deadline: March 2015

Goal #4: Organizational Alignment

Outcomes:

- ✓ Review the efficiency of delivery of services
- ✓ Classification of non-union employees
- ✓ Grants

Deadline: June 2014

Goal #5: Project Execution

- ✓ Stadium Well
- ✓ Great Dam removal
- ✓ Downtown Revitalization (Draft Charge May 2014 2nd meeting)
- ✓ Waste Water Municipal Agreement
- ✓ Groundwater Plant
- ✓ Organizational Alignment
- ✓ Housing Analysis

Thank you again for the opportunity to participate in this process. Primex³ appreciates the opportunity to provide assistance to members with goal setting, and to help governing bodies create a vision for their communities and paths to achieve those visions. A forward-looking community that is deliberate and disciplined in accomplishing its goals illustrates how "good management is good risk management."

Center for
Public Sector
.....
A d v a n c e m e n t



Bow Brook Place
46 Donovan Street
Concord, NH 03301

603-225-2841
800-698-2364

www.nhprimex.org

Trust. Excellence. Service.



May 12, 2014

Mr. Michael Jeffers
Town of Exeter
13 Newfields Road
Exeter, New Hampshire 03833

RE: Maintenance Contract for 1,000,000 Standpipe Water Tank

Dear Mr. Jeffers:

Please find enclosed two (2) copies of the water tank maintenance contract for the 1,000,000 gallon standpipe tank.

If acceptable, please sign and date both copies and return one executed copy to our office here in Perry, Georgia at the address listed below to my attention, and retain the other copy for your records.

We look forward to working with you on this upcoming project. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

A handwritten signature in cursive script that reads "Regina Arthur".

Regina Arthur
Sales Coordinator

Enclosures



Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: Town of Exeter
Exeter, New Hampshire

Tank Size/Name: 1,000,000 Standpipe – Hampton Road Tank

Location: Fuller Lane

Date Prepared: May 12, 2014



WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **Town of Exeter, whose business address is 13 Newfields Road, Exeter, New Hampshire 03833** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street, NE, Suite 1100, 11th Floor – Promenade II Building, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to maintain its **1,000,000** gallon water storage tank located at **Fuller Lane, Exeter, New Hampshire 03833** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:

- A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
- B. Every four years, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection. Visual inspections will rotate with ROV inspections.
- C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this Contract. The repairs include but are not limited to: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.

D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint as determined by Company. At the time the exterior requires repainting, the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **New Hampshire Department of Environmental Services**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner naming Owner as an additional insured.

I. Chemical Clean Service.

1. During the washout/inspections, the Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Tank to treat mineral build-up and bio-film that form on the interior tank surfaces.

J. Mixing System Installation and Service.

1. The Company shall install an active mixing system in the Tank.

2. The particular unit that will be installed in the Tank is a NSF Approved PAX active mixing system along with its component parts.

3. The Company will annually inspect and service the active mixing system. The active mixing system will be thoroughly inspected to ensure that the active mixing system is good working condition.

4. The Company shall furnish engineering and inspection services needed to maintain and repair the active mixing system during the term of this Contract.

2. **Contract Price/Annual Fees.** The tank shall receive an **exterior renovation, interior renovation, mixing system installation and repairs** prior to the end of **Contract Year 1**. The first five (5) annual fees shall be **\$102,448.00** per Contract Year. The annual fees for **Contract Years 6, 7, and 8** shall be **\$42,000.00** per Contract Year. The annual fee for **Contract Year 9** and each subsequent annual fee shall be **\$37,300.00** per Contract Year; however, in **Contract Year 12** and each third anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. The adjustment of the annual fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. **Payment Terms.** The annual fee for **Contract Year 1**, plus all applicable taxes, shall be due and payable **upon completion of the initial exterior and interior renovations..** Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day February, of the **Contract Year** thereafter. Beginning in **Contract Year 2**, the annual fee can be paid either monthly, quarterly, semiannually, or annually. Owner shall circle the preferred billing frequency. If the Owner does not choose a preferred billing frequency, the Owner will be billed quarterly. Furthermore, if the Owner elects to terminate this Contract prior to remitting the first five (5) annual fees, then the unpaid balance of the first five (5) annual fees shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

4. **Structure of Tank.** *Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.*

5. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

6. Excluded Items: This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the Contract, except for the initial renovation; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank; or (10) any damage to the tank caused by the tank be re-erected.

7. Termination. The Owner shall have the right to continue this Contract for an indefinite period of time provided payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination for convenience by the Owner only if (a) written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year, or (b) in the event of non-appropriation of funds at town meeting necessary to satisfy the Owner's obligations herein for the then-current or upcoming Contract Year, the Owner may terminate by written notice to the Company within 30 days of the non-appropriation. In the event of Termination, Owner shall be responsible for any payments or fees required herein, and are limited to work, materials, or services provided to the date of Owner's notice of termination. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners.

8. **Assignment.** Neither the Owner nor the Company may assign or otherwise transfer all or any of its interest under this Contract without prior written consent of the other party, which consent shall not be unreasonably withheld. If the other party agrees to the assignment, the assigning party shall remain responsible under this Contract, until its assignee assumes in full, and in writing all of the obligations of the assigning party under this Contract.

9. **Indemnification.** THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT. LIABILITY UNDER THIS CONTRACT FOR EITHER PARTY FOR ANY CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY AND EXPENSE SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE CONTRACT PRICE AS STATED IN SECTION 2 HEREIN.

10. **Assignment of Receivables.** The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. **Miscellaneous Items.** No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. **Entire Agreement.** This Contract constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written. This Contract shall be interpreted and enforced under the laws of the State of New Hampshire.

13. **Visual Inspection Disclaimer.** This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered

(e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

14. Violations. Unless otherwise provided in this Contract, either party may terminate this Contract in the event of a material violation of any of its terms. In the event of a material violation of any of the terms of this Contract, the non-violating party shall, prior to termination, resort to court action, arbitration, or mediation, or any other dispute resolution, immediately notify the violating party in writing of the violation and provide the violating party 30 days to cure the violation or to undertake appropriate actions reasonably calculated to swiftly cure the conditions constituting the violation. Payment not received 30 days after Owner has been notified of same being due shall constitute a violation of this Contract, except in cases of Termination as provided in Section 7. If the violating party fails to cure the violation or undertake appropriate actions, the non-violating party may use all remedies or rights available to it to enforce this Contract and may further terminate this Contract for failure to cure.

15. Warranty of Services. Company represents and warrants that it has the full capacity and authority to enter into and perform this Contract, that this Contract is executed by a duly authorized representative of Company and that it will perform the services in accordance with the terms and conditions of this Contract.

Company warrants that the services will be performed in a workmanlike and professional manner in accordance with the standard of care consistent with applicable industry standards. Company further warrants that it is able to and will provide all of the services described in the applicable description of services as described in this Contract, and acknowledges that Owner is entering into the Contract in reliance on the warranty provided by Company in this clause.

This Contract signed this _____ day of _____, _____.

OWNER:

Town of Exeter

By: _____

Title: _____

Print Name: _____

Witness: _____

Seal:

COMPANY:

Utility Service Co., Inc.

By: D. Michael Buchanan

Title: Deputy, Chief Financial Officer

Print Name: D. Michael Buchanan

Witness: Regina Arthur

Seal:

RENOVATIONS SPECIFICATIONS

Exterior

1. All exterior surfaces shall be abrasive blast cleaned to a "Commercial" finish, removing all existing paint, rust, dirt, mill scale, and foreign matter by the recommended methods outlined in the Society for Protective Coatings Specification, SSPC-SP No.6. The commercial additive Blastox shall be added to the blast media.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A containment system shall be utilized to meet the emission control requirements of a Class 3A System, as specified in SSPC-Guide 6 (CON), Guide for Containing Debris Generated During Paint Removal Operations, dated December 1, 1997.
4. One (1) full primer coat of Tnemec Series 90-97 or equivalent zinc coating shall be applied to 100% of exterior surfaces.
5. One (1) full intermediate coat of Tnemec Series 27 epoxy or equivalent coating shall be applied to 100% of exterior surfaces.
6. One (1) full finish coat of Tnemec Series 72 urethane or equivalent coating shall be applied to 100% of exterior surfaces.

Repairs

1. Install overflow pipe/screen assembly
2. Install standard ladder gate
3. Install access ladder
4. Install 24" roof vent
5. Secure dome ladder
6. Install safety handrail to either side of ladder on roof
7. Weld up holes on tank surfaces
8. Install a PAX PWM 400 mixing system

Interior

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - a. Primer Coat: One [1] complete coat of Tnemec Series N140 Epoxy or equivalent shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - b. Finish Coat: One [1] complete finish coat of Tnemec Series N140 Epoxy or equivalent shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - c. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.
 - d. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to all weld seams.
4. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
7. The Tank shall be sealed and made ready for service.

| | | |
|--|--|---|
| Town of Exeter | Policy Number 06-01 | Adopted by Board of Selectmen |
| Subject: Delegating to the Town Manager the authority to Issue Certain Permits | Adoption Date: September 18, 2006 Revision Date: Effective Date: | Supersedes: |

1.0 Purpose of the Policy:

2.0 Departments Affected:

All Departments

3.0 Definitions:

4.0 Policy:

1. It is recognized that the Board of Selectmen are responsible for the issuance of certain permits under the New Hampshire state statutes.
2. As a practical matter, the Town Manager may issue temporary approval for permits for the following activities, and in the absence of the Town Manager, the ranking member of the Board of Selectmen shall have approval authority pursuant to this policy. The Board of Selectmen will be notified of the temporary approval at their next regular meeting under the permits section of the agenda:

~~Banners across Water Street~~

- Plywood Signs and Poster Board Signs
- Structures on Sidewalk, Blocking Off Streets, and Blocking Off Parking Spaces
- Road Races, Raffles, Walkathons, and Parades
- Pyrotechnics (Fireworks)
- Auctions
- Block Parties

3. Permit requests for the following must be approved at regular meetings of the Board:

Use of Town Hall or Town Office (NOTE in extreme circumstances the Town Manager is authorized to approve these permits).

4. Prior to approval, the Town Manager will make certain all conditions have been met for any permit, such as a fee being paid, certificate of insurance provided, and that any necessary department approvals are obtained, such as the Police Department for road races/walkathons, etc..

5. If an issue has been raised regarding a permit, the Town Manager shall not issue the permit but it shall be referred back to the Board of Selectmen for their review and action.

5.0 Procedures:

6.0 Severability:

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

| | | |
|---|---|--|
| Town of Exeter | Policy Number 06-01 | Adopted by Board of Selectmen |
| Subject: Delegating to the Town Manager the authority to Issue Certain Permits | Adoption Date: September 18, 2006 Revision Date: May, 2014 Effective Date: | Supersedes: |

1.0 Purpose of the Policy:

The purpose of this policy is to create an efficient, workable permitting process for those permits issued under the authority of the Selectboard.

2.0 Departments Affected:

Town Manager, Police, Public Works, Parks/Recreation, General Government, Fire/EMS

3.0 Definitions:

4.0 Policy:

1. It is recognized that the Board of Selectmen (Selectboard) are responsible for the issuance of certain permits under the New Hampshire state statutes.
2. The Town Manager may approve permits for the following activities, and in the absence of the Town Manager, the ranking available member of the Selectboard shall have approval authority.
 - a. Plywood Signs and Poster Board Signs
 - b. Structures on Sidewalk, Blocking Off Streets (Road Closures), and Blocking Off Parking Spaces, Extended Parking, Winter Overnight Parking (Pleasant Street only)
 - c. Road Races, Raffles, Walkathons, and Parades
 - d. Pyrotechnics (Fireworks)
 - e. Auctions
 - f. Block Parties
 - g. Use of Town Office
 - h. Use of Town Hall
 - i. Solicitation/Peddler/Vending
 - j. Temporary Signs in Public Right of Way
3. Should the Town Manager deny any of the permits listed above, those aggrieved may appeal to the Selectboard at their next regular meeting. All permit requests shall conform to the ordinances, rules, and regulations of the Town.

3. Prior to approval, the Town Manager will ensure all conditions have been met for any permit, such as a fee being paid, a certificate of insurance provided, and that any necessary department approvals are obtained, such as the Police Department for road races/walkathons, etc..
4. All permits will be issued in conformance with current Town policy governing same.
5. A monthly report will be provided to the Selectboard for all permits issued in the prior month under this policy. At any time the Board may review or amend this policy.

5.0 Procedures:

The Town Manager's Office, on behalf of the Selectboard, will administer permit issuance through the Town Manager's assistant.

6.0 Severability:

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

Monthly Report - Permits
April 2014

| Date(s) | permit | Group |
|----------------|---------------------|--------------------------------------|
| 3/30 to 4/5 | Signboard - Plywood | Seacoast School of Technology |
| 3/31 to 4/6 | Signboard - Poster | Seacoast School of Technology |
| 4/3 | Wheelwright Rm | Planning - Raynes Farm |
| 4/4 | Nowak Room | TIF Group |
| 4/4 | Wheelwright Rm | Town Clerk's Office |
| 4/4 | Nowak Room | Town Clerk's Office - Boat Training |
| 4/5 | Auction | Lion's Club |
| 4/6 | Signboard - Plywood | Seacoast Idol |
| 4/7 | Signboard - Poster | Womenade |
| 4/7 | Nowak Room | BOS Meeting |
| 4/8 | Nowak Room | EDC Meeting |
| 4/8 | Nowak Room | Conservation Meeting |
| 4/9 | Wheelwright Rm | Walk-in (Planning) |
| 4/9 | Nowak Room | Water Sewer Advisory Meeting |
| 4/10 | Nowak Room | Planning Board Meeting |
| 4/11 | Town Hall | Children's Concert |
| 4/13 - 4/26 | Signboard - Plywood | Seacoast Idol |
| 4/14 - 4/20 | Signboard - Poster | Seacoast Idol |
| 4/15 | Nowak Room | ZBA Meeting |
| 4/16 | Nowak Room | Budget Committee Meeting |
| 4/17 | Nowak Room | River Committee Meeting |
| 4/17 | Nowak Room | Historic District Commission Meeting |
| 4/17 | Raffle | EHS Band |
| 4/18 | Wheelwright Rm | Swasey Trustee Meeting |
| 4/19-4/20 | Town Hall | Seacoast Idol |
| 4/19-4/20 | Parking | Seacoast Idol |
| 4/20-5-3 | Signboard - Plywood | Seacoast Idol |
| 4/20 | Town Hall | Faith Lutheran |
| 4/21 | Wheelwright Rm | Budget Committee Meeting |
| 4/21 | Nowak Room | BOS Meeting |
| 4/22 | Wheelwright Rm | TRC (Planning) |
| 22-Apr | Town Hall | Seacoast Wind Ensemble |
| 23-Apr | Wheelwright Rm | Theater Company |
| 24-Apr | Nowak Room | Planning Board Meeting |
| 25-Apr | Parking | Estate Sale |
| 28-Apr | Signboard - Poster | Exeter Hospital |

2013 Permit History

| Permit | # of Instances | Total Hours | Average Length of Time |
|-----------------|----------------|-------------|---------------------------|
| Solicitation | 3 | 6 | 2 |
| Parade | 2 | 5.5 | 2.75 |
| Fireworks | 1 | 2 | 2 |
| Structure | 10 | 96 | 9.6 |
| Blocking Road | 4 | 44 | 11 |
| Blocking Swasey | 37 | 202 | 5.46 |
| Road Races | 12 | 60 | 5 |
| Block Party | 5 | 26 | 5.2 |

List for Selectmen's meeting May 19, 2014

Abatements

| Map/Lot | Location | Refund |
|----------------|---------------------|---------------|
| 110/2/15 | 15 Exeter Elms CG | 109.19 |
| 110/2/35 | 35 Exeter Elms CG | 49.46 |
| 110/2/74 | 74 Exeter Elms CG | 21.86 |
| 110/2/80 | 80 Exeter Elms CG | 130.81 |
| 110/2/82 | 82 Exeter Elms CG | 167.11 |
| 110/2/96 | 96 Exeter Elms CG | 116.62 |
| 110/2/100 | 100 Exeter Elms CG | 72.75 |
| 110/2/113 | 113 Exeter Elms CG | 34.49 |
| 110/2/114 | 114/ Exeter Elms CG | 389.16 |
| 52/53 | 120 Portsmouth Ave | 6,801.64 |

Elderly Exemption

| Map/Lot | Location | Exemption Amount |
|----------------|-----------------|-------------------------|
| 19/1 | 90 watson Road | Denial |



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

Three Abatements for Monday, June 19th, BOS Agenda/Review

Michael Jeffers < mjeffers@exeternh.gov>

Fri, May 16, 2014 at 1:41 PM

To: Sheri Riffle < sriffle@exeternh.gov>

Cc: Desi Murphy < dmurphy@exeternh.gov>, Russ Dean < rdean@exeternh.gov>, Jennifer Perry < jperry@exeternh.gov>

Hi Sheri:

Please find attached three (3) abatement requests vetted and disapproved by WSAC on June 14th. I had intended to get this to you prior to noon today but had other pressing issues-I hope these can be on Mondays' agenda.

The ratepayers made personal appeal to the W&S Adv. Committee and though disapproved, plan to appear Monday to appeal to the Board.

1) 3 Westside Drive: Frozen outside hose faucet caused leak, bill was \$1,135.63; if abatement granted new bill would be \$631.96. Neither W&S or WSAC recommends approving an abatement.

2) Exeter River Cooperative: The park's water treatment construction contractor ran in to cold weather problems so the park stayed on Town water versus their own wells for up to 5 months. Their bill was \$38,842.39-we did not calculate an abated amount as there was no leakage or "above normal excess". If the Board decides to abate a portion we would then calculate an abatement based upon the Board's directions. Neither W&S or WSAC recommends approving an abatement.

3) 7 Riverwoods Drive: This house was unoccupied for the winter and a pipe burst. At the WSAC meeting Mr. Jon Ring (house owned by his mother) originally requested water only abatement. After discussion he requested sewer only abatement (he would pay full water bill of \$1,595.03). Neither W&S or WSAC recommends approving an abatement. Bill was \$2,931.60, if 50% sewer abatement new bill would be \$2,278.33; if 100% sewer abatement new bill would be \$1,623.03.

Regards,

Michael

Michael Jeffers
Water & Sewer Managing Engineer
Public Works Department
13 Newfields Road
Exeter, NH 03833
Ph: (603)773-6165
mjeffers@town.exeter.nh.us
Like us on Facebook!

3 attachments

3 Westside Dr Abatement.pdf
298K

7 Riverwoods Dr Abatement.pdf
952K

 **Exeter River Coop Abatement (3).pdf**
872K

Town of Exeter
Water/Sewer Abatement Request & Receipt Form

Please Print:

Full Name: Cassandra Gray
 Mailing Address: 3 Westside Drive
Exeter, NH 03833
 Service/Property Address: _____
Same as above

Today's Date: 4/18/14
 Account Number: 212106600
 Route Number: _____
 Phone Number: (603) 475-4150

Utility Abatement Requested for: Water Sewer Water & Sewer
 Date of Bill: 4/1/14 Billing Period from 12/19/13 to 3/18/14 Amount of Bill: \$1,135.63

Owner's reason for the abatement request (Please be as specific as possible): ***Unusual amount of water usage is due to a leak from our outside hose faucet. Leak was caused by ice build up around faucet nozzle.***

Cassandra Gray
 Signature of Applicant Date 4/18/14
 Do not write below this line

Receipt Portion

Reviewed by: Matthew Berube Date of Review: 5/12/14
 Comments: _____

Dept. of Public Works Recommendation: Disapprove Approve

W/S Advisory Committee Recommendation: Disapprove 5-14 Approve
14

Board of Selectmen Recommendation: Disapprove 5-19 Approve
14

Abatement Amount: \$ 559.67

New bill total: \$ 631.96

BOS Approval/Disapproval Signature: _____ Date: _____

Town of Exeter
Water/Sewer Abatement Request & Receipt Form

Please Print:

Full Name: Exeter River Coop
Mailing Address: 10 Vincent Street
Exeter, NH 03833
Service/Property Address: Linden Street
Exeter, NH 03833

Today's Date: 5/8/14
Account Number: 212126800
Route Number: _____
Phone Number: (603) 778-0865

Utility Abatement Requested for: Water Sewer _____ Water & Sewer _____
Date of Bill: 4/1/14 Billing Period from 12/19/13 to 2/19/14 Amount of Bill: \$38,842.39

Owner's reason for the abatement request (Please be as specific as possible): *We are asking for an abatement of a water bill for the period of 12/19/13-2/19/14. We started to rebuild our well house in October and had to switch to town water. After a month or so, freezing temperatures prohibited the contractor from completing the project. Then tremendous amounts of snow and cold temperatures came, which delayed the project even longer. When it finally came time to complete the electrical part of the project, the parts were delayed. We were on town water for approximately 5 months and are asking for an abatement of 3 months of those water bills. Please consider our request.*

Mark Raynes---President
Signature of Applicant

5/8/14
Date

Do not write below this line

Receipt Portion

Reviewed by: Matthew Berube Date of Review: 5/12/14
Comments: _____

Dept. of Public Works Recommendation: Disapprove Approve

W/S Advisory Committee Recommendation: Disapprove 5-14 Approve

Board of Selectmen Recommendation: Disapprove 5-14 Approve

Abatement Amount: \$ _____

New bill total: \$ _____

BOS Approval/Disapproval Signature: _____ Date: _____



**TOWN OF EXETER
WATER AND SEWER COLLECTION**

10 FRONT STREET
EXETER, NH 03833-2792
For Billing Questions: (603)773-6157 7:00am - 3:00 pm
EMAIL: watersewerbilling@town.exeter.nh.us

**FOR PAYMENT QUESTIONS
(603) 773-6108**

8:15 AM - 4:00 PM

Note to Residents:

NEW 2012 WATER & SEWER RATES EFFECTIVE AS OF APRIL 2012

Water

Tier 1: \$5.72 per 1,000 gallons of use up to 29,999.
Tier 2: \$6.21 per 1,000 gallons of use 30,000 to 194,999.
Tier 3: \$6.67 per 1,000 gallons of use 195,000 and above.
Service Fee: \$28.00 per quarter (no change).

Sewer

Tier 1: \$4.44 per 1,000 gallons of use up to 29,999.
Tier 2: \$5.23 per 1,000 gallons of use 30,000 to 194,999.
Tier 3: \$5.62 per 1,000 gallons of use 195,000 and above.
Service Fee: \$28.00 per quarter (no change).

948 1 MB 0.432 ****AUTO**MIXED AADC 290
EXETER RIVER COOPERATIVE INC
C/O HODGES DEVELOPMENT CORPORATION
201 LOUDON RD
CONCORD NH 03301-6000

5
948

BILL DETAILS 90 Days of Water Usage Previous Read Date: 12/19/2013 - Read Date: 03/19/2014

| ACCOUNT NO. | BILLING PERIOD | BILLING CYCLE | METER READINGS | | USAGE |
|-------------|-------------------------|---------------|----------------|----------|---------|
| | | | PREVIOUS | PRESENT | |
| 212126800 | 12/19/2013 - 03/19/2014 | Quarterly | 5223000 | 11062100 | 5839100 |

Your average daily use was 64878.89 gallon
BILL DATE: 04/01/2014

BILLED TO:
EXETER RIVER COOPERATIVE INC

SERVICE ADDRESS:
LINDEN STREET

Last Payment: \$42,957.58 made 01/21/2014

| | | |
|-------------------|-------|-----------|
| WATER CONSUMPTION | 5.720 | 171.59 |
| WATER CONSUMPTION | 6.210 | 1,024.65 |
| WATER CONSUMPTION | 6.670 | 37,646.15 |
| WATER SERVICE FEE | | 28.00 |
| SEWER CONSUMPTION | 4.440 | 133.20 |
| SEWER CONSUMPTION | 5.230 | 862.95 |
| SEWER CONSUMPTION | 5.620 | 31,719.85 |
| SEWER SERVICE FEE | | 28.00 |

TOTAL CURRENT CHARGES \$ 71,614.39
PREVIOUS BALANCE \$ 0.00

**12% ANNUAL INTEREST CHARGED
IF NOT PAID BY DUE DATE.**

TOTAL AMOUNT DUE \$ 71,614.39

OWNER is liable for all water bills even if not received & OWNER is responsible for preventing service pipes & meter from freezing during cold weather.
All water passing through meter will be charged, whether used, wasted, irrigation system malfunction or lost by leakage.
If we are unable to gain access to meter, or if meter is not working properly, an estimated bill will be mailed.
FAILURE to make payment may result in disconnection of service.

PLEASE SEPARATE REMITTANCE STUB AT THIS PERFORATION AND RETURN WITH PAYMENT



**TOWN OF EXETER
WATER AND SEWER COLLECTION**
10 FRONT STREET
EXETER, NH 03833-2792

REMITTANCE STUB

SERVICE LOC: LINDEN STREET
BILL#: 89909
ACCOUNT NO.: 212126800
AMOUNT DUE BY 04/30/2014 : \$71,614.39

MAKE CHECKS PAYABLE TO: TOWN OF EXETER
Please include your account number on your check.

CHECK HERE FOR ADDRESS CHANGES AND COMPLETE REVERSE SIDE.

AMOUNT ENCLOSED

\$

EXETER RIVER COOPERATIVE INC
C/O HODGES DEVELOPMENT CORPORATION
201 LOUDON ROAD
CONCORD, NH 03301

TOWN OF EXETER
WATER AND SEWER COLLECTION
PO BOX 9520
MANCHESTER NH 03108-9520

24 0000089909 0007161439 6

Town of Exeter
Water/Sewer Abatement Request & Receipt Form

Please Print:

Full Name: H Elizabeth Ring
 Mailing Address: 7 Riverwoods Drive
Exeter, NH 03833
 Service/Property Address: 201 High Street
Exeter, NH 03833

Today's Date: 3/17/14
 Account Number: 131363200
 Route Number: _____
 Phone Number: Agent Jon: 765-2271

Utility Abatement Requested for: Water Sewer Water & Sewer
 Date of Bill: 2/28/14 Billing Period from 11/19/13 to 3/20/14 Amount of Bill: \$ 2,931.60

Owner's reason for the abatement request (Please be as specific as possible): ***House is unoccupied. An old pipe sprung a leak. No Adverse affect to sewer. Request abatement to pay water fee only @ \$5.72 rate per 1000 gallons. So: use 250,590 gallons 250.59 X \$5.72/1000 gallons = \$1,433.37 requested please. Request interest waiver until abatement reviewed.***

H. Elizabeth Ring 3/7/14
 Signature of Applicant Date

Do not write below this line

** On 5-14-14, WSAC Review, abatement request changed to sewer only, agree to pay water. **Receipt Portion***

Reviewed by: Matthew Berube Date of Review: 3/31/14

Comments: Proper owner could have (and should have) requested Town close the curb stop and remove meter. This is SOP for unoccupied buildings.

Dept. of Public Works Recommendation: Disapprove Approve

W/S Advisory Committee Recommendation: Disapprove 5-14 Approve

Board of Selectmen Recommendation: Disapprove 5-19 Approve

*m. Jeffers
4-8-14*

| | | | |
|-------------------------------------|-------------------------------------|---|---------------------------|
| * Abatement Amount: <u>\$655.30</u> | } For 50% of overage for sewer only | } Full 100% of all sewer excepting \$28.00 meter charge | } Abate: <u>\$1310.59</u> |
| New bill total: <u>\$2278.33</u> | | | |

BOS Approval/Disapproval Signature: _____ Date: _____

Water only = \$1,595.03



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WATER AND SEWER COLLECTION**
10 FRONT STREET
EXETER, NH 03833-2792
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EMAIL: watersewerbilling@town.exeter.nh.us

**FOR PAYMENT QUESTIONS
(603) 773-6108**
8:15 AM - 4:00 PM

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Service Fee: \$28.00 per quarter (no change).

Sewer

Tier 1: \$4.44 per 1,000 gallons of use up to 29,999.
Tier 2: \$5.23 per 1,000 gallons of use 30,000 to 194,999.
Tier 3: \$5.62 per 1,000 gallons of use 195,000 and above.
Service Fee: \$28.00 per quarter (no change).

947 1 AV 0.378 *AUTO**SCH 5-DIGIT 03833
RING H. ELIZABETH
7 RIVERWOODS DR APT F221 000947
EXETER NH 03833-5305 4
947

BILL DETAILS

93 Days of Water Usage

Previous Read Date: 11/19/2013 - Read Date: 02/20/2014

| ACCOUNT NO. | BILLING PERIOD | BILLING CYCLE | METER READINGS | | USAGE | | | | | | | | | |
|--|-------------------------|-----------------|----------------|---------|--------|-----------------------|----|----------|------------------|----|------|-------------------------|-----------|-----------------|
| | | | PREVIOUS | PRESENT | | | | | | | | | | |
| 131363200 | 11/19/2013 - 02/20/2014 | Quarterly | 360 | 250950 | 250590 | | | | | | | | | |
| Your average daily use was 2694.52 gallons | | | | | | | | | | | | | | |
| BILL DATE: 02/28/2014 | | | | | | | | | | | | | | |
| BILLED TO: <i>(A) Water portion</i> | | | | | | | | | | | | | | |
| <i>Totals = \$ 1,595.03</i> | | | | | | | | | | | | | | |
| SERVICE ADDRESS: 201 HIGH STREET | | | | | | | | | | | | | | |
| Last Payment: \$56.82 made 12/13/2013 | | | | | | | | | | | | | | |
| <table border="0"> <tr> <td>TOTAL CURRENT CHARGES</td> <td>\$</td> <td>2,931.60</td> </tr> <tr> <td>PREVIOUS BALANCE</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>TOTAL AMOUNT DUE</td> <td>\$</td> <td>2,931.60</td> </tr> </table> | | | | | | TOTAL CURRENT CHARGES | \$ | 2,931.60 | PREVIOUS BALANCE | \$ | 0.00 | TOTAL AMOUNT DUE | \$ | 2,931.60 |
| TOTAL CURRENT CHARGES | \$ | 2,931.60 | | | | | | | | | | | | |
| PREVIOUS BALANCE | \$ | 0.00 | | | | | | | | | | | | |
| TOTAL AMOUNT DUE | \$ | 2,931.60 | | | | | | | | | | | | |

**12% ANNUAL INTEREST CHARGED
IF NOT PAID BY DUE DATE.**

OWNER is liable for all water bills even if not received & OWNER is responsible for preventing service pipes & meter from freezing during cold weather.
All water passing through meter will be charged, whether used, wasted, irrigation system malfunction or lost by leakage.
If we are unable to gain access to meter, or if meter is not working properly, an estimated bill will be mailed.
FAILURE to make payment may result in disconnection of service.



Application for Use of Town Facility

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

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

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

Representative Information:

Name: Michael Jeffers Address: 13 Newfields Road
Town/State/Zip: Exeter, NH 03833 Phone: 773-6165
Email: mjeffers@exeternh.gov Date of Application: 5-8-14

Organization Information:

Name: Exeter DPW/W&S Address: _____
Town/State/Zip: _____ Phone: _____

Reservation Information: Public information meeting for residents of Bell/Crawford Ave. and Court St. to meet D&C Constructin. D&C installing town water mains in July.
Type of Event/Meeting: _____ Date: June 10, 2014

Times of Event: 6:30pm/7:30 est. Times needed for set-up/clean-up: _____

of tables: _____ # of chairs: 60

List materials being used for this event: None

Will food/beverages be served? No Description: _____

Requirements:

Cleaning Deposit: A cleaning deposit of \$100 is required of any user serving food or beverages. If the town determines after use that the building 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: Michael Jeffers W&S Managing Engineer Date: 5-8-14

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: Russ Dean Address: 10 Front Street
Town/State/Zip: Exeter, NH Phone: 773-6102
Email: sriffle@exeternh.gov Date of Application: 5-7-14

Organization Information:

Name: Town of Exeter Address: _____
Town/State/Zip: _____ Phone: _____

Reservation Information:

Type of Event/Meeting: All Boards Meeting Date: 5-21-14
Times of Event: 6:30 - 9:00 pm Times needed for set-up/clean-up: _____
of tables: 10 # of chairs: 50
List materials being used for this event: _____
Will food/beverages be served? _____ Description: _____

Requirements:

Cleaning Deposit: A cleaning deposit of \$100 is required of any user serving food or beverages. If the town determines after use that the building 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.

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Applicant signature: _____ Date: _____

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: twmMgr@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: Jennifer Perry Address: Public Works, 13 Newfields Rd

Town/State/Zip: Exeter, NH 03833 Phone: 773-6157

Email: jperry@exeternh.gov Date of Application: 5/6/2014

Organization Information:

Name: Christine Basha christine.basha@nhrs.org Address: NHRS, 54 Regional Drive

Town/State/Zip: Concord, NH 03301 Phone: 410-3648

Reservation Information:

Type of Event/Meeting: NH Retirement, Group II and Group I Date: 9/9/2014

Times of Event: 2:00 - 3:00 (Gr II) and 3:30-4:30 (Gr I) Times needed for set-up/clean-up: 1 pm - 5:30 pm

of tables: 4 # of chairs: 100

List materials being used for this event: laptop, projector, screen, handouts

Will food/beverages be served? No Description: _____

Requirements:

Cleaning Deposit: A cleaning deposit of \$100 is required of any user serving food or beverages. If the town determines after use that the building 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.

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* Request waiver for Town employee event

Applicant signature: Jennifer Perry Date: 5/6/2014

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



TO: Sherry Rife
Application for Use of Town Facility

pg 1 of 1
821-9246

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

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

Signboard Requested: Poster Board Week: Plywood Board Week:

Representative Information:

Name: Luanne O'Reilly Address: 7 Fox Pt. Rd
Town/State/Zip: Newington, NH 03801 Phone: 603-812-1506
Email: Loreilly@gmail.com Date of Application: 5-8-2014

Organization Information:

Non-profit 501(c)3
Name: Seacoast Wind Ensemble Address: PO Box 633
Town/State/Zip: Exeter, NH 03833 Phone: 603-812-1506

Reservation Information:

Type of Event/Meeting: Band Rehearsal - Concert Band Date: July 15, 22 2014
Times of Event: 6-9:30 pm Times needed for set-up/clean-up: none
of tables: _____ # of chairs: 60

List materials being used for this event: _____

Will food/beverages be served? No Description: Band - concert band rehearsal

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).

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Applicant signature: Luanne O'Reilly Date: 5-8-2014

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

Office Use Only:

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

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

Town Manager Updates

Submitted by: Russell Dean, Town Manager

Week Ending: May 15th, 2014

- The Sportsmen's Club project commenced however due to some issues with trees, the club has been asked to appear before the Board at the meeting Monday 19th.
- Portsmouth Avenue Sewer Line construction work continues. The sewer line was completed the week of May 9th, and the remaining work will be on water and sewer services. All elements are progressing well and within schedule. The one way detour will continue to be in place while services are worked on and completed. Water services were completed this week (the week of the 15th).
- A kickoff meeting was held in Stratham on April 29th with Underwood Engineers in their beginning review of the "pipe costs" associated with the Portsmouth wastewater option. This option is also being included as part of our Wastewater Facilities Plan process, which is well underway.
- Parks/Recreation: Concert scheduling is complete and bands have been lined up for the summer concerts. The Powder Keg agreement is in its final phases with the Chamber of Commerce.
- The Town has received over 50 applications for the position of Economic Development Administrator and the position closes at the end of this week (May 23rd). Volunteers from EDC have stepped forward to participate in the hiring process.
- Coordinated an issue with the River Committee for Lionel Ingram. The Committee met on May 15th. In addition worked with Lionel on a building insurance issue at 47 Front Street.
- The issue of room rentals in individual homes was forwarded to me and shared with the Code Enforcement Officer to review. This is the website www.airbnb.com. There are 2 homes in Exeter being featured on the website.
- The Human Services workgroup from the budget recommendations committee met again on May 6th, Sheri and I both participated in the meeting.
- On May 13th I attended the monthly Economic Development Commission meeting. A new board was elected: Kathy Corson, Chairwoman, David Hampson, Vice-Chair, and Jason Proulx, Secretary.
- On May 13th a meeting was held with Bob Hall, Sylvia Von Aulock and myself to discuss next steps in the welcome center/baggage building process.
- On Wednesday May 14th I met with Tracey Tucker, the Executive Director of New Heights, the agency that has merged with New Outlook. New Heights operates out of Portsmouth and offers many programs to teens. The organization expressed interest in using the Town Hall to conduct discussions on relevant community topics that impact teens, such as bullying. Welcome to Exeter, New Heights!
- On Wednesday May 14th Sandy Martin, myself and Dr. Burt Dibble toured the Town Hall to hear ideas about chair replacement and a plan for the Town Hall. Several rooms in the building "need work" including the backstage area and the "Brass Band room" on the second floor. The Rotary Club is considering participating in the chair effort, and we will continue to work to put options together for consideration.

- On May 16th I attended the monthly meeting of the Exeter Area Chamber of Commerce. At the meeting I updated the Board of Directors on economic development initiatives and the work being done on the wastewater facilities plan.
- On May 16th I met with Cliff Sinnott to prepare for the all boards meeting on May 21st at the Town Hall. Various topics were discussed and covered including meeting format, length, etc.
- Part of the week of May 6th was spent working on Selectwoman Surman's proposed changes to the Utility Services contract and those changes were vetted by counsel and the company. The result is in this week's packet.
- A second call with bond counsel was held to discuss the Mills obligations with respect to the Town's bond sale in July.
- A clean copy of the SEIU contract was completed and has been made available to the union for signatures.
- Work continued on the classification plan of non union positions with Municipal Resources, Inc. We are working toward a possible July, 2014 implementation.
- First half tax bills were completed and were in the mail on Wednesday, May 14th. Thanks to assessing, the tax office, and the Finance Office for their assistance.
- A meeting was held with Joe Lessard of MRI for an update on assessing operations. Andy Swanson has developed a plan to use interns to update all of the photos in the assessing database (with Vision's permission). The pictures are extremely out of date.

100 International Drive, Suite 152
Portsmouth, NH 03801
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**Town of Exeter, New Hampshire
W&S Job No. 2130063**

May 5, 2014

Ms. Deborah Goard
Southeast Land Trust of New Hampshire
Basement Stewardship Manager
P.O. Box 675
12 Center Street, 2nd Floor
Exeter, New Hampshire 03833

Re: Town of Exeter
Water Main Improvements, Contract 2014-2

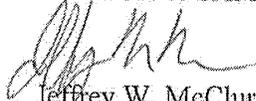
Dear Ms. Goard:

This letter serves as notification to the Southeast Land Trust of New Hampshire (SELT) of upcoming construction activities for the Town of Exeter Water Main Improvements project within Gilman Park. Per your letter dated June 17, 2013, and in compliance with Section 5.K of your agreement with the Town, the project includes installation of new high density polyethylene transmission main in Gilman Park via open cut and horizontal directional drill methods. Construction is anticipated to begin the week of July 7, 2014. The park will remain open during construction and all impacted areas will be returned to pre-construction conditions upon completion of the work.

Also per your request, this letter serves to confirm that the top soil within the trench excavation will be stripped and stacked separately for replacement and grass growing purposes. Please contact me should you have any additional questions regarding the construction activities within the Gilman Park property.

Very truly yours,

WESTON & SAMPSON



Jeffrey W. McClure, P.E.
Project Manager

cc: Jennifer R. Perry, P.E. – DPW Director
Russell Dean – Town Manager

P:\EXETER NH\2130063 GWTP DESIGN\PERMITTING\SE LAND TRUST\SELT CONSTRUCTION NOTIFICATION LTR.DOC

Massachusetts
Five Centennial Drive (HO)
Peabody, MA 01960-7985
100 Foxborough Blvd., Suite 250
Foxborough, MA 02035
225 New Boston Street
Woburn, MA 01801

Connecticut
273 Dividend Road
Rocky Hill, CT 06067

Rhode Island
477B Tiogue Avenue
Coventry, RI 02816

New Hampshire
100 International Drive
Suite 152
Portsmouth, NH 03801

Maine
PO Box 189
York, ME 03909

Vermont
98 South Main Street
Suite 2
Waterbury, VT 05676

New York
301 Manchester Road
Suite 201A
Poughkeepsie, NY 12603

Florida
1990 Main Street
Suite 750
Sarasota, FL 34236

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P.O. Box 874
Joliet, Illinois 60434
815 521 7401 Telephone
815 521 5651 Facsimile

Andrew C. Knapp
Government Affairs Advisor

ExxonMobil

May 8, 2014

Ms. Julie D. Gilman
Chairwoman, Board of Selectmen
The Town of Exeter, New Hampshire
10 Front Street
Exeter, NH 03833-3792

Dear Chairwoman Gilman:

Thank you for your letter dated April 9, 2014 notifying us of your board's recent action on Canadian oil sands and pipelines. We have carefully reviewed your correspondence as well as the article. We believe we can provide useful information addressing your concerns about pipeline reliability and the physical properties of Canadian oil sands, as well as information regarding the importance of Canadian oil sands to strengthening U.S. energy security.

The safety of our employees and the communities where we operate is our first priority. Pipeline operations are extensively regulated by federal and state governments and we work every day to comply with laws, regulations and permits to ensure safe transport of products.

According to the U.S. Department of Transportation, pipelines are the safest, most efficient and environmentally friendly means of transporting petroleum products. America depends on a network of more than 185,000 miles of liquid petroleum pipelines, nearly 320,000 miles of gas transmission pipelines, and more than 2 million miles of gas distribution pipelines to safely and efficiently move energy and raw materials to fuel our nation's economy.

With respect to the physical properties of oil sands and pipeline transport, a June 2013 report from the National Academy of Sciences' National Research Council concluded that "diluted bitumen does not have unique or extreme properties that make it more likely than other crude oils to cause internal damage to transmission pipelines from corrosion or erosion. Diluted bitumen has density and viscosity ranges comparable with those of other crude oils. It is moved through pipelines in a manner similar to other crude oils with respect to flow rate, pressure, and operating temperature." The Council also found that "diluted bitumen does not have properties that make it more likely than other crude oils to cause damage to transmission pipelines from external corrosion and cracking or from mechanical forces," and that "pipeline operating and maintenance practices are the same for shipments of diluted bitumen and shipments of other crude oils."

Canada is our closest ally and strongest trading partner. Oil not sourced from Canada will invariably come from other locales around the world. We believe it is in our country's interest to continue working closely with our Canadian partners.

We are committed to addressing concerns raised by communities and appreciate the opportunity to provide additional information to assist and inform your decision-making process. Should you have additional questions about the industry, oil sands or energy security, Northeast Executive Director John Quinn of the American Petroleum Institute representing our industry, can be reached at (617) 227-4227. Any inquiries specific to Exxon Mobil Corporation may be direct to me at (815) 521-7401.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. C. Knapp', written in a cursive style.

Andrew C. Knapp
Manager, Midwest & Northeast Government Affairs

cc: John Quinn, American Petroleum Institute



CDFFA
Community Development Finance Authority
Strengthening New Hampshire's Communities

Town Manager's Office

MAY 13 2014

Received

DENIAL LETTER

May 12, 2014

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

Dear Mr. Dean:

On April 17, 2014, the Community Development Advisory Committee reviewed the staff recommendations for the 2014 first round of Community Development Block Grant (CDBG) Housing and Public Facilities applications. Your application for the Isey Hill Cooperative water and waste water systems replacement project was approved by the CDFFA Advisory Committee with certain contingencies, one of which was "Sufficient First Round Housing and Public Facilities funds are available to fund the Award". We regret to inform you that there were not sufficient funds available in this CDBG round to fund your project.

Please feel free to contact George Hunton at 717-9116 or ghunton@nhcdfa.org if you have any questions or wish to discuss this matter further.

Sincerely,

Thaddeus Kuchinski
Interim Executive Director and
Chief Financial Officer

TK/ml

Exeter Board Of Selectman
Exeter Town Office
10 Front Street
Exeter, NH 03833

May 1, 2014

Re: Comcast overbilling: Account # 8773 20 137 0223713

Dear Sir or Madam,

I wish to file a complaint against Comcast for illegally adding charges to my account for services and equipment that were not requested and/or equipment not needed by me.

I have made attempts to resolve this matter directly with Comcast, but they would not credit back the overcharges. I have since canceled my subscription with Comcast.

On approximately April 1, 2014, as a result of a change in my auto-payment to Comcast, I noticed that I was being charged an additional \$20.00 per month for premium movie channels that I never requested, and I was not aware that they were even available to me; I never watched the premium channels. Furthermore, I noticed that I was being charged an additional \$10.00 per month for equipment (Digital DVR Box) that I never asked for, and I did not require.

For the better part of a year, Comcast overcharged me nearly \$360.00 for services and equipment that I did not request. I strongly feel that this is a systemic issue with Comcast, and they are well aware of this over-billing to its customers.

I would kindly ask that you take action against Comcast, and request that the overcharges are refunded to me.

Thank you for your assistance,

With kind regards,



Josephine Pritchard
2 Brookside Drive, #6
Exeter, NH 03833
(603) 661-5976

Enclosures: Letter to Comcast
Comcast Bill

Town Manager's Office

MAY - 8 2014

Received

Comcast
P.O. Box 1577
Newark, NJ 17101-1577

Reference: Overbilling -Comcast account #: 8773 20 137 0223713

May 1, 2014

Dear Comcast,

I am contesting by most recent bill of \$175.09 for the following reason.

As you are aware, I terminated my Comcast Service as a result of being wrongfully charged for services and equipment that were neither required nor requested by me.

Prior to closing my account, it came to my attention that Comcast was charging me \$20.00 for premium movie channels that were never requested by me. Furthermore, you were charging me an additional \$10.00 per month for a digital box that was not necessary, and it was not requested by me.

As a result of autopay, I didn't notice the over-charges until my credit card expired, and I actually looked at the bill. I contacted Comcast, and was told that they would request a credit for the past 6 months of the over-charges, but that has not happened.

I believe your practices of overcharging customer's is a systemic problem, and I believe you are well aware of this unethical behavior.

In addition to disputing this final charge of \$175.09, I will be filing complaints with the Attorney General's office, the Federal Consumer Protection Bureau, as well as my state and local authorities. If you wish to eliminate these charges, then you may contact me directly.

Regards,


Josephine Pritchard
2 Brookside Drive, #6
Exeter, NH 03833

(603) 661-5971
Jpritchard0263@msn.com



Account Number 8773 20 137 0223713
 Billing Date 04/20/14
 Unpaid Balance \$175.09 - Due Now
 Total Amount Due \$175.09
 Page 1 of 4

Contact us: @ www.comcast.com 1-800-XFINITY (1-800-934-6489)

Josephine Pritchard

For service at:
 2 BROOKSIDE DR APT 6
 EXETER NH 03833-1640

Monthly Statement Summary

Previous Balance 175.09
 Payment 0.00
Unpaid Balance - Due Now 175.09
Total Amount Due \$175.09

News from Comcast

This bill reflects charges for service through the date of disconnection. Charges for unreturned equipment may also be shown. In order to avoid being referred to a collection agency, please pay the balance as soon as possible and return all equipment to our office.

Please ask us about our convenient and easy automated payment methods.

Detach and enclose this coupon with your payment. Please write your account number on your check or money order. Do not send cash.



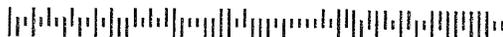
If undeliverable, please return to:
 BOX 6505 CHELMSFORD MA 01824-0000
 8773 2000 NO RP 20 04212014 NNNNNYNN 01 005564 0019

JOSEPHINE PRITCHARD
 2 BROOKSIDE DR APT 6
 EXETER, NH 03833-1640

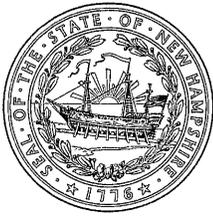
Account Number 8773 20 137 0223713
 Payment Due By Due Now
 Total Amount Due \$175.09
 Amount Enclosed \$

Make checks payable to Comcast, and remit to address below.

COMCAST
 PO BOX 1577
 NEWARK NJ 07101-1577



877320137022371300175091



STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF FORESTS AND LANDS
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2214
FAX: 603-271-6488
www.nhdfi.org

May 6, 2014

Board of Selectmen
Town of Exeter
10 Front Street
Exeter, NH 03848

Dear Selectmen:

The Division of Forests and Lands is planning to harvest timber and improve wildlife habitat on 60 acres of the Piscassic River Wildlife Management Area in the town of Exeter, NH. Attached is a location map of the planned harvest for your reference.

This harvest will require transportation of forest products over Exeter town roads. Ms. Jennifer R. Perry, Public Works director for your town, will be contacted.

We are in the early stages of planning this harvest operation which we do not anticipate offering for public bidding until later this year. At that time you will be notified as to the timber volume sold and the successful bidder who will be responsible for the timber tax.

If you have any questions or comments, please contact me directly at the Division's Concord office at (603) 271-2214.

This letter is in compliance with RSA 541-A:22 Notice to Municipalities. We would appreciate it if you would post this letter in a public place. Thank you.

Sincerely,

William T. Guinn
Regional Forester

Attachments

cc: Exeter Conservation Commission
John Dodge, Forest Ranger
Abutter: R Webb



Town Manager's Office

MAY - 8 2014

Received

TDD ACCESS: RELAY NH 1-800-735-2964 recycled paper

DIVISION OF FORESTS AND LANDS 603-271-2214

EXETER ALL-BOARDS MEETING
MEETING NOTES
September 24, 2013 – Exeter Library

The following is an edited transcription of the easel pad notes taken down by Cliff Sinnott (meeting facilitator) at the All-Boards meeting held from 6:00-8:00 PM on September 24th 2013 at the Exeter Library.

Introductions. Don Clement, Chairman of the Board of Selectmen opening the meeting, asked everyone to introduce themselves and explained the basic purpose and origin of the meeting. He said that we have more to talk about than can be accomplished in two hours. It is likely we will not get through the entire agenda and will need hold an additional meeting.

Background. Russ Dean, Town Manager explained that the concept of an All-Boards meeting grew out of the Selectmen Goal Setting process for the year and from the recognition that the Town land use and development policies and objectives are not aligned in some areas. There is a need to examine the larger ‘picture’ of the town’s overall goals and determine what changes if any should be made in policies to achieve those goals.

Observations. Cliff Sinnott (Rockingham Planning Commission), meeting facilitator observed that, in his experience an all-board meeting of this sort is unprecedented in the region, but a very good idea. It is natural for individual boards to focus on their individual mission and purpose and either lose site of or not be aware of broader community objectives. Such a meeting is a good way to increase everyone’s awareness of the common goals. He cautioned, however, that even if the meeting was successful, differences and disagreements will remain. That is to be expected since individual boards have different functions in the community and therefore different legitimate perspectives on growth and development. Lastly, he pointed that economic development is, in part, a competitive process in the region. There is a limited amount of development to be had, and communities that have clear, transparent and consistent land use policies will have greater success in that competition – especially when combined with the assets a community like Exeter has to offer.

QUESTION 1 :

“Where do we want to be as a Town, especially with respect to future development, and what are the means to get there?”

- **What types of further development do we want as a Town, and how much?**
- **How do existing zoning and land use regulations support or discourage these ends?**
- **How can we get on the ‘same page’ regarding overall Town goals as six separate and independent boards?**

Generally we are doing a good job in many areas

- Staying competitive
- Ample Industrial, commercial, residential development opportunity (land)

- Well defined zoning

There is a long development approval process

The town should embrace historic heritage

Balance new development with heritage

Surprising amount of land remains, both for development and conservation

There is more demand for land for housing than other development types; availability for housing purposes is constrained

More outreach to business community is needed

Walkability of downtown is a key asset compared with many other communities

- Lincoln Street,
- Downtown
- Neighborhoods

Integrity of community, balance of population, confidence of Boards

Maintain green spaces is important quality of life issue

Concerned over water – surface and groundwater system: we must emphasize its protection

Public transportation in the region and around town is inadequate

- Parking in town

Workforce and elderly housing incentives are adequately addressed – are we doing enough to encourage conventional housing? We should make sure we are not unintentionally discouraging it

Need to expand non-residential tax base

Evaluate consequences of zoning changes

ZORC – in place to review zoning and regulations (cc, zba, pb, heritage, hdc) and ensure Exeter's regss are reasonably well coordinated

Need to have good schools to remain a vital attractive community, also workforce housing

Town should maintain its unique character

Compared to past there is good communication between boards

Need to integrate DPW into these discussions (to ensure regulations, standards are feasible re maintenance, state law, etc.)

Sidewalk conditions need improving, need better public transportation

Embrace Economic Development activities that have been undertaken (EEDC initiatives, e.g., business outreach)

Tap into strengths

What is development vs. re-development? Terms are often used but have we clearly defined them?

Exeter has infrastructure – but needs to leverage it better – or we will price people out of town

More focus needed to ‘spiff up’ downtown

- Incentives to downtown reinvestment
- Aesthetics really matter

Invest in water and sewer

Consider regional services/cooperation

Focus on Down Town re-development (TIF?)

Balance wetland conservation vs. development (Epping Road, e.g.)

Balance again: > multiple objectives can be met with moderation and balance

Stay ahead of curve

Parking need vs. zoning rules: innovative approaches are needed for parking regulation in the downtown

Good balance of resources and development but community base shrinking

Underutilizing some assets e.g. waterfront

Seek active developer input on proposed regulations during the formulation process

QUESTION 2

“What specific actions and strategies should be taken to move us toward our shared goals?”

- **What changes in land use policies? In investment? In approach? In attitude?**
- **How can the Town as a whole (all Boards) get behind these actions and strategies?**

Conduct a zoning and regulation audit to identify where things are not working as intended or having unintended consequences.

- E.g., wetland buffers
- Review to see if they can be moderated in some cases

Infill/further development in downtown – more dense development in downtown

Variability in regulations to reflect other goods (e.g. balanced with resource protection)

Opportunity in TIF and 79E – but need to take advantage before opportunity is gone

Economic development director might help identify ways to align policies

Identify development philosophy, attitudes and identify areas of conflict

- Create economic development Master Plan and have businesses and community participate

Historic assets = economic success

- Continue All-boards process – helps to increase board-to-board understanding

Planning board does already take input from development community

Forum based code can address many of these stated goals

ZORC is existing process to review ordinance and regulations across boards, to identify conflicts and what needs to change

- Add EEDC member to ZORC (further discussion)
- Does ZORC has official status?

Visions may differ

Consider zoning moratorium/suspend of zoning in Downtown

Identify ways to support local agriculture

Epping Road – green for a reason will need services to avoid septic expense

We need a formal process to follow up on ID'd zoning issues

Board cross pollination is good

Need Master Plan chapter to define shared ED philosophy, goals desired in future, and set policy for land use boards to follow

Quick response process needed in cases of application denial e.g., Chemtan, perhaps economic development director's duty?

Homework for next all-boards meeting: know what the Town's written/adopted policies are (especially the Master Plan, zoning, regulations, etc)

Back to basics/origin for ZORC?: to identify and recommend fixes for misalignment and other problems in existing land use regulations and zoning.

Epping Road solutions:?

- Continental Drive signal
- 3rd lane

Corridor analysis a useful tool.

PB/ZBA interaction: waivers, special exceptions, conditional uses.

QUESTION 3:

"What specific actions and strategies should be taken with respect to specific areas of Town?"

- **Downtown**
- **Portsmouth Avenue**
- **Lincoln Street / 'West Ex'**
- **Epping Road**

This question was not addressed due to lack of time. The consensus of the group appeared to be to reconvene in the relatively near future to complete this discussion and at that time, determine

if future All-Board meetings should be held and at what frequency. There appeared to be strong consensus that the meeting was helpful and should be continued.

PUBLIC COMMENT

Ask 'why' development on Epping Road is not happening. Are all the regulations in place needed?

- High School changes things
- traffic counts are low
- water and sewer extension does not serve outer corridor

Keep Exeter Exeter; maintain the character and the balance of the town

Master Plan should be a plan of action

Open spaces subdivision – yield plan has unintended disincentives



SEACOAST PUBLIC HEALTH REGION

The Region includes the communities of Brentwood, East Kingston, Epping, Exeter, Fremont, Greenland, Hampton, Hampton Falls, Kensington, Kingston, New Castle, Newfields, Newmarket, Newton, Newington, North Hampton, Nottingham, Portsmouth, Raymond, Rye, Seabrook, South Hampton and Stratham.

Seacoast Public Health Region Update

Mary Cook, M.Ed, CHES
Public Health Emergency Preparedness Coordinator
Exeter Fire Department
20 Court Street, Exeter NH 03833
mcook@exeternh.gov
603-418-6404
www.seacoastphr.org

Dear Chairman:

This letter serves to update you on the public health preparedness initiatives of the Seacoast Public Health Region. Your Fire Chief/Emergency Management Director and/or health officer is a member of our council and attends quarterly meetings. If you have any questions or comments, please refer to my contact information below. I enjoy working with your town representative in the preparation, response, and recovery of public health emergencies. A regional approach assures and strengthens regional and local emergency preparedness response capacities for both naturally and manmade events. In addition, it can help access additional public health resources in a more timely and organized manner.

The Seacoast Public Health Region is one of 13 public health regions in the state created to help the residents in our regions to prepare for, respond to and recover from public health emergencies. Each region has a coordinator who is funded by a Centers for Disease Control (CDC) and Prevention Preparedness and Response grant. The Town of Exeter accepted this grant for our region's first full-time coordinator. Mary Cook started work as the coordinator on May 1, 2011. Ms. Cook has worked in public health and health education for over twenty years and has her Master's in Education with an emphasis in Health Promotion and Wellness and is a Certified Health Education Specialist.

The Seacoast Public Health Region includes 23 towns in the seacoast region with a population of 140,201. Please follow us at www.seacoastphr.org or on twitter at seacoastphr. Don't forget to like our Seacoast Medical Reserve Corps page.

The focus of the coordinator's work is to:

- Ongoing improvements to the public health preparedness and response plans, which are integrated into the emergency operations plan of each town in the region; coordinate and/or participate in regional trainings and exercises related to public health preparedness. The coordinator is also responsible for the activation and coordination of point of dispensing sites, and alternate care sites in the region.

Town Manager's Office

MAY 16 2014

20 Court Street, Exeter, NH 03833 Tel: 603-418-6404 Fax: 603-773-6128 *Received*

www.seacoastphr.org

- Facilitate a Preparedness Network and workgroups made up of government, health care, behavioral health, schools, nonprofit and community representatives to focus on public health preparedness issues.
- Establish and maintain a cadre of medical and non-medical volunteers through the Greater Exeter Region Citizen Corps and the Greater Portsmouth Medical Reserve Corps.
- Assist in the coordination of resources and communication during public health emergencies through the Multi-Agency Coordination Entity (MACE); serve as a liaison between local entities and the State of NH, Division of Public Health Services.

Accomplishments 2013/2014:

- November, 2013: Conducted a functional needs shelter training. Participants worked in teams to identify functional, access, and medical needs for fictional shelter residents and offered strategies to improve access to mass care services, including registration, dormitory, and feeding.
- Ongoing Family Preparedness Workshops: Approx. 150 residents attended Family Preparedness Workshops at mobile home parks, senior centers, healthcare centers, and campgrounds.
- CERT Classes: We offered 2 Community Emergency Response Trainings in collaboration with The United Church of Christ in North Hampton and the Epping Fire Departments. Twenty-seven local residents participated in the class and twenty-one certificates of completion.
- Ongoing Seacoast School of Technology: Fourteen seniors in the Health Occupations Program have completed the CERT Program. Juniors and sophomores will continue the training next fall; having completed 7 units thus far.
- Outreach Events: Volunteers participated in the Sail Portsmouth event, the Portsmouth Spill Watch Drill, the Serv-Safe certification for Portsmouth restaurants, and the Exeter High School dance. We are currently partnering with St. Vincent De Paul Conference to train their disaster preparedness volunteers to assist at regional activations and events.
- PrepareAthon: We conducted The First National PrepareAthon on April 30th with the assistance of the Epping Fire Department for the public that included flood preparedness, fire simulator and defibrillator machine, Go-kit prep and more!
- February, 2014: Low Flow Oxygen Functional Exercise: The Region executed a low flow oxygen exercise at Northeast Rehabilitation Hospital, one of our Alternate Care Site locations. The exercise tested our ability to set up oxygen-capable beds with concentrators or using walled oxygen units in the physical therapy room. This facility will provide 33 of the 75 beds that the Region is responsible to provide during a pandemic situation where there are no beds available at the hospitals. A low-flow Oxygen Operational Addendum is being written as an attachment to the medical surge plan.
- Completed a Technical Assistance Review (TAR) of our Point of Dispensing Plans with the Centers for Disease Control. Each year, two regions in the state are chosen to be reviewed by a CDC Project Officer. Our score was an 86% and only went down 1% point but increased in other areas of the review process.

Activities and Priorities for 2014/2015:

- Ongoing improvements to the regional public health emergency annex. The Annex includes plans for point of dispensing, medical surge/alternate care site, the MACE (Multi-area Coordinating Entity), Public Information, Medical Supplies and Trailer Inventory, and a Facilities and Services Directory.
- Develop training and exercises for regional partners. Upcoming trainings include Creating Emergency Kits & Plans with People with Disabilities, Triage and Assessment at First Aid Stations, Family Preparedness and more.
- Continue to develop agreements with strategic partners for services and use of facilities during public health emergencies.
- Continue to secure grant funds for the Greater Portsmouth Medical Reserve Corps and the Greater Exeter Citizen Corps to fund a part-time volunteer coordinator who recruits, trains, and manages medical and non-medical volunteers.



EXETER PUBLIC WORKS DEPARTMENT

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

www.exeternh.gov

MONTHLY REPORT APRIL 2014

Administration

- Held Department Quarterly Meeting with Soc Sec presentation by Herb Moyer of Prudential 4/2
- Director attended Great Bay (Hydrodynamic & Watershed) Modeling Workshop at GBCC 4/18
- Director attended NHDES Listening Session on rewriting wetlands regs at Portsmouth PL 4/29

Personnel

- Interviewed 5 candidates for FT Custodian, commenced screening of top candidate
- Interviewed 3 candidates for PT Water/Sewer Utilities Clerk
- Initiated new Self Evaluation form and process for Department annual performance evaluations

Training, Certifications & Awards

- Mark Schultz, Highway Foreman, achieved NH Master Road Scholar (100 contact hours)
- Steve Dalton, WWTP Operator, was awarded Employee of the Fall Quarter
- Ed Bugbee, W/S Maintenance Technician, was awarded Employee of the Winter Quarter
- DPW Supervisor/Foreman Training: "Documentation" with Carol Kilmister of Primex on 4/24
- New Culvert Maintainer Certification obtained by Director, Highway Supt., General Foreman, Foreman Schultz, and Heavy Equip Op Rucker on 4/30

Engineering

- Portsmouth Ave – Polito completed sewer main construction; services in May
- Great Dam – Developing scope of services for consultant to design and permit the dam removal
- NHDES Water Asset Management grant - interviewed consultants
- Jady Hill – Installed 3 sewer flow meters to determine inflow & infiltration (I/I) removal
- Reviewed a crosswalk improvements plan with curb bump-outs by PEA on Front Street

Highway

- Rebuilt storm drains on Langdon Ave, Thelma Dr, and Granite St
- Swept sidewalks, streets on east side; main roads on west side
- Monitored and adjusted Great Dam in response to rain & snow melt
- Cleaned, and rebuilt rain garden at Library
- Repainted all crosswalks downtown and on main roads

Water/Sewer

- Plan to excavate & replace 63 corroded water service 'saddles' on High St (Ports Ave to HF Rd)
- Removed 30 year old 3" water meter equipment at Ex-Hamp Co-op, re-established 12" capacity

Maintenance

- Held meetings to proceed with proxy card access for Town Offices entrance doors
- Acquired 3 price quotes for Town Hall back hall staircase removal
- Demo & construction of Fire Dept apparatus bay door to accommodate new ladder truck
- Completed State Safety Inspections for all Town registered vehicles

Jennifer Perry, P.E., Director