

**Exeter Board of Selectmen Meeting
Monday, November 17th, 2014, 6:50 p.m.
Nowak Room, Town Office Building
10 Front Street, Exeter, NH**

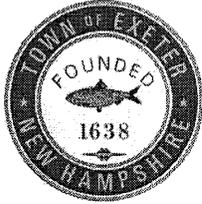
1. Call Meeting to Order
2. Board Interviews – Section 106 Committee
3. Bid Openings/Awards
4. Public Comment
5. Minutes & Proclamations
 - a. Proclamations/Recognitions
 - b. Regular Meetings: November 3rd, 2014
6. Appointments
7. Discussion/Action Items
 - a. New Business
 - i. FY15 Budget Updates
 - ii. Health trust Return of Surplus 2015
 - iii. Housing Committee Discussion
 - iv. COAST Update
 - b. Old Business-
 - i. Cell Tower Lease – Simpson Property
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: 11/14/14 Town Office, 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

Town Manager's Office

OCT 29 2014

Received

Committee Selection:

1st Choice: Section 106 Dam Cmte 2nd Choice: _____

Name: William Jordan

Address: 27A High St

Email: wjordan@exeter.edu

Phone: 603 778 8248 Cell: _____

Please describe your interest in serving on this committee.

Interest in town history, Live next to river

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)

Chair, History Dept. Phillips Exeter
Member Board of Trustees Seacoast Charter School
PhD, History, UNH

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

NO

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: Willi Jordan Date: 10-29-14

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

Draft Minutes

Exeter Board of Selectmen

November 3, 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 Offices building. Other members present were Vice Chair Dan Chartrand, Selectwoman Nancy Belanger, Selectwoman Anne Surman, and Selectman Don Clement. Town Manager Russell Dean was also present.

2. Board Interviews – Section 106 Great Dam Committee

The Board reconvened from an interview for the Section 106 Great Dam Committee (no interview was done).

3. Bid Openings/Awards:

None.

4. Public Comment

Peter Francese, local Demographer, said some new data has recently come out. He said demographic trends have serious consequences. He is the co-author of a book that came out about demographics. He passed out a handout to the Board showing Statewide Demographic Trends and another showing Exeter's Demographic Trends.

He went on to say that NH is the third "oldest" state age-wise. It is one of the most rapidly "aging" states, tied with Maine. He gave some statistics on age groups and what's attributing to the rapid aging. He is concerned with school enrollment over the next decade. He said it will decline. He said only 1 in 5 households have children living in them. Age-restricting housing is a huge problem. It is providing parents with less affordable places for families with children to live. The state median age is 42. Exeter's median age is 45. He said the last thing Exeter needs is more age-restricting housing. Building more age-restricting housing would send a message that no young people are wanted. Vice Chair Chartrand asked if it was true that Exeter's elementary schools have a good population. Mr. Francese said they do, but surrounding towns do not. Vice Chair Chartrand suggested considering asking the Zoning Board of Appeals and Planning Board to not approve any more age-restricting housing. Going forward he would like the Board to make that suggestion. Mr. Francese would like to urge that as well. He said Exeter needs to welcome families with children.

Chairwoman Gilman said she has the same concerns as Mr. Francese, and has for a few years. She doesn't want to see a ghost town. Developers have to have an incentive to not build age-restricted housing.

Selectwoman Surman said it was a wakeup call to her when she realized all these facts. She agreed with Vice Chair Chartrand and Chairwoman Gilman. She is concerned with seeing the young people leave. They go off to school and don't come back because there's no work here. She said Mr. Francese's book/film put it all in perspective and she totally agrees with what he is saying.

Selectman Clement said they need to go back and look at their zoning. He said he wasn't sure if declaring a moratorium could be enforced. It's about the legality. He does agree that they should do things within the town to increase the density.

Selectwoman Belanger said she believes in a balanced community. She agrees with all of this as well, and says there needs to be more affordable housing.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger that diversifying the housing stock and not having age-restricting housing is the desire of this Board. Motion carried with a 3-2 vote, Surman and Clement vote nay.

5. Minutes and Proclamations

a. Proclamations/Recognitions

None.

b. Regular Meeting: October 20, 2014

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to accept the minutes of the October 20, 2014 BOS minutes as submitted by Nicole Piper. Motion carried – all in favor.

6. Appointments

A Motion was made by Vice Chair Chartrand and seconded by Selectman Clement to appoint Scott Ruffner to the Arts Committee with a term to expire April 30, 2017, replacing Lauren Chuslo-Shur. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to move Kevin Keveaney from a voting member with a term expiring April 30, 2016 to an alternate member with a term expiring April 30, 2017. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger to move Cynthia Field, an alternate member with term ending April 30, 2017, to a full member, with a term ending April 30, 2016. Motion carried – all in favor.

7. Discussion/Action Items

a. New Business

i. TAC/MPO Grant Update: Kingston Road Bike Paths

Don Woodward said that there is roughly \$5.5 million worth of projects funding coming back to NH. Roughly \$17 million worth of funding Exeter would like to get funded. Exeter is looking to use about \$6 million to widen the shoulder width on Kingston Road for pedestrians and bicyclists. He said a lot of towns want to apply for money. One is Salem, who doesn't pay any dues to the Rockingham Planning Commission. He thinks it's fair that the towns that pay their dues get more money. Vice Chair Chartrand commented, saying Mr. Woodward's work on the Technical Advisory Committee is outstanding. Chairwoman Gilman asked about this versus the train station grant. Mr. Woodward said this grant has a better chance than the train station.

ii. Budget Recommendation Committee Procedures

Chairwoman Gilman put the procedures and policies on paper for all to be aware. She said she was just putting it out there. In the packet, there are the procedures of how they have been doing things in the past. Selectman Clement said he has some recommendations at the next Budget Recommendations Committee meeting.

iii. Clean Water Act/NHDES Great Dam Grant

Paul Vlasich said the Town is going to receive a grant for \$75,060 for the Great Dam Removal – Design, Engineering and Permitting. The breakdown of the grant is provided in the packet.

A Motion was made by Vice Chair Chartrand to accept federal Clean Water Act funds and enter into a contract with the New Hampshire Department of Environmental Services. The Board of Selectmen further authorized the Town Manager to execute any documents which may be necessary to effectuate this contract. Selectman Clement seconds the Motion. Motion granted – all in favor.

iv. Sewer Debt Retirement

Mr. Dean talked about three early debt retirements; outfall improvements, Langdon Pump Station Improvements, and Water Street sewer improvements. There are a couple years left on the last two, and several years on the first one. By retiring these early, the town can save \$37,505 in interest alone. It will cost \$335,680 to retire all these, and Mr. Dean said there

are plenty of funds in the Sewer Fund balance to do so. There is a multitude of reasons he thinks it's good to retire these issues early. The Sewer Fund is healthy.

Vice Chair Chartrand asked if the Water/Sewer Committee agrees with this. Mr. Dean said he talked to Bob Kelly and this has been discussed since last year.

Selectman Clement said they have done this before. This is always a good thing to do. He said they are fortunate to have a good fund balance.

Mr. Kelly said they had agreed not to go below \$500,000. He said they do want to be careful though. There are large projects coming up. They want to wipe out as much debt as possible. By taking these issues out, the sewer budget will probably be less next year.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger that the Selectboard approve paying down the principal due on the outfall, Langdon pump station improvements, and Train/Water Street projects in the total of \$335,680, thus saving \$37,505 in interest. Motion carried – all in favor.

b. Old Business

i. FY15 Budget Updates

Mr. Dean said this is a time to put some stuff out there to talk about at Wednesday's meeting. Chairwoman Gilman wants to talk about a goal for a budget increase over last year. The goal is a 2% increase. She asked if they should come up with a dollar amount or just a percentage in general.

Mr. Dean said the new tax rate was certified by DES. It is \$7.77, which is a \$.4 decrease set from last year. This is good news for the town. He said they are sending out tax bills soon. People should see them in their mailboxes in the next week or so.

8. Regular Business

a. Tax, Water/Sewer Abatements & Exemptions

None.

b. Permits & Approvals

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger to approve the application for the use of the Town Hall, retroactively, by Beth Dupell of the Lights Committee for a Lights Committee meeting on November 3, 2014 from 5-7:30 pm. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectman Clement to approve the Temporary A-Frame Sign Permit Application by Victoria Su of the CMS Music Boosters for a Livingston Taylor Fundraising Concert supporting music at CMS at the corner of Guinea Road and Hampton Road on November 10, 2014. Motion carried – all in favor.

c. Town Manager's Report

Mr. Dean pointed out the following from his report:

- Tax bills will go out on or around November 6 with a due date of December 12, 2014
- Employees will see the latest health trust reimbursements in their November 5th paychecks
- Sportsmen's Club noise testing was originally scheduled for October 27th, but was postponed until November 3. This is the post berm testing.
- Work continues with Stratham on discussing terms for a water agreement
- A resident had an issue has had issues with freight train whistles. There was discussion about a "quiet time" and Chairwoman Gilman and Vice Chair Chartrand said they would like to pursue this.

Mr. Dean also briefly went over the town projects and non-town projects that are going on.

d. Selectmen's Committee Reports

Selectwoman Belanger had nothing to report.

Vice Chair Chartrand reported Budget Rec. Committee last week. He said he would be at the polls all day tomorrow.

Chairwoman Gilman reminded everyone of elections on Nov. 4 and said the polls would be open from 7am – 8pm. She had no committee reports.

Selectwoman Surman reported the Swasey Parkway Board of Trustees met.

Selectman Clement reported the sound testing post berm had a good turnout with neighbors. He is not sure when the results will be in. Planning Board and River Study met.

e. Correspondence

The following correspondence were included in the packet:

- A memo from Bruce Johnson, Webster Selectman, regarding a warrant article request
- Letter from NH DRA regarding reversing a letter and readjusting the MS-2 form
- Letter from NH DRA regarding contract for general assessing and data verification
- Letter form Rockingham County Treasurer regarding 2014 Rockingham County Warrant
- State of NH Warrant of County Treasurer

9. Review Board Calendar

The next meeting will be November 17, where they will talk about sharing ambulance services.

11. Adjournment

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to adjourn the meeting at 8:40 pm. Motion carried – all in favor.

Respectively submitted,

Nicole Piper
Recording Secretary



LOCAL RIVER MANAGMENT ADVISORY COMMITTEE
NOMINEE FORM

Please complete both sides of this Form and email to riversprogram@des.nh.gov or mail to Rivers Coordinator, NH DES, 29 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095
Please type "NOMINEE FORM" and nominee's name in the subject line of the email.
For questions contact the Rivers Coordinator at 271-2959.

NOMINEE NAME: Todd Piskovitz

DATE: 11/5/14

RIVER NAME: Lamprey River

REPRESENTING: MUNICIPALITY: Exeter OTHER: _____

Nominee Contact Information:

Street Address: 22 Forest Street

Town: Exeter

Zip Code: 03833

Email: tepiskovitz@geoinc.com

Phone (home): 778-7173 Phone (cell): 686-9138 Phone (work): _____

Is this a: [] New Appointment or a [X] Reappointment

Please state your interest(s) in serving on the Local Advisory Committee:

- [] Local Government
[] Business
[X] Conservation
[X] Recreation
[] Agriculture
[] Riparian Landowners

(Form continued on page 2)

Board of Selectmen or Authorized Signature(s) - REQUIRED (e-signature acceptable)
Name: _____ Title: _____
Name: _____ Title: _____
Name: _____ Title: _____
Note: By statute, the Commissioner of DES appoints the Local River Management Advisory Committee (LAC) members for each Designated River from nominees submitted by the local governing bodies through which the Designated River flows (RSA 483:8-a).

Please include a short description of your relevant background knowledge of local river-related issues or general river management and protection:

I am a hydrogeologist working in the remediation and water supply industries for more than 13 years and I have served on the LRAC for the past three years. During my time on the committee I have served as the Chair of the Project Review Subcommittee and I am deeply involved in reviewing and commenting on projects that take place within the quarter-mile corridor along the river.

Most Local Advisory Committees engage in a variety of activities. Reviewing those activities listed below, please check those that are of most interest to you:

- Management Plan Preparation/Implementation
- Event Organization
- Public Education
- Grant Writing
- Public Relations
- Committee Administration
- Other _____

Most Local Advisory Committees meet monthly. In some cases they may meet more frequently to complete specific tasks, while in other cases your attendance may not required at all meetings. Please check one of the boxes below to indicate your availability to attend regularly scheduled meetings.

- I can attend monthly meetings on most weeknights
- I can attend monthly meetings only if scheduled on a specific weeknight
- I can only attend a limited number of monthly meetings
- I cannot attend monthly meetings, but am willing to complete tasks on behalf of the Local Advisory Committee

For DES Office Use Only

1. Nominee form has been reviewed by RMPP staff on (date) _____
2. LAC Chair and Nominee have been contacted regarding nomination on (date) _____
3. RMPP Staff recommends appointment to Commissioner:
 Approve _____
RMPP staff _____ Date _____
4. Appointment letter and information packet sent on (date) _____
5. Contacts database updated (date) _____
6. LAC Member List updated (date) _____

Budget Updates - November 17th, 2014

FY15 Budget

FY14	Approved Budget	17,075,046	
FY14	SEIU Contract	6,824	
FY14	FY15 Base	17,081,870	
			YOY % Increase
FY15	Year to Date (BRC)	17,355,054	1.60%
FY15	Warrant Articles	396,950	through 11/14 (not all discussed only HS)
FY15	Revised Total GF	17,752,004	2.33%
FY14	Total GF Appropriations	17,347,955	includes all articles
FY15	Revised Default (DRAFT)	17,220,885	Budget only (no warrant articles)

Town of Exeter		2012 Actual	2013 Actual	2014 Budget	2015 Prelim Budget	2015 BRC Budget	2015 Default Budget	Notes
2015 Preliminary Budget Summary								
DEPARTMENT								
General Fund Appropriations								
General Government								
100	Board of Selectmen	38,577	41,200	21,774	25,574	25,274	21,774	Special Expense FY of FT. Admin Asst.
111	Town Manager	186,460	197,421	205,760	213,742	213,742	212,042	Reported in CATV Fund #07
113	CATV	-	-	1	-	-	-	
115	Human Resources	81,632	79,824	86,114	86,104	86,104	86,684	
119	Transportation	20,919	20,919	26,919	26,919	26,919	26,919	2014 request
120	Legal	96,359	113,678	80,000	80,000	80,000	80,000	Increase result of actual spend analysis
125	Information Technology	138,645	146,198	149,397	191,302	172,552	159,715	
130	Trustees of Trust Funds	891	891	891	891	891	891	
140	Town Moderator	1,086	323	959	431	431	431	3 elections in 2014
151	Town Clerk	298,061	291,922	327,535	311,503	310,853	309,858	
152	Elections/Registration	29,986	12,895	31,077	12,044	9,868	10,968	3 elections in 2014
	Total General Government	892,616	905,271	930,437	948,511	926,634	909,282	
Finance								
201	Finance/Accounting	245,248	266,169	273,406	272,726	272,726	272,726	
202	Treasurer	9,542	9,542	11,419	11,419	11,419	11,419	
203	Tax Collection	95,451	89,568	87,315	91,344	93,044	92,044	FY of PT Deputy Treasurer, General Expenses
205	Assessing	207,763	215,005	223,817	197,515	202,666	203,415	
	Total Finance	558,004	580,284	595,956	573,004	579,855	579,604	
Planning & Building								
301	Planning	192,437	213,842	220,655	247,424	246,524	226,824	
302	Inspections/Code Enforcement	222,140	210,028	225,148	222,662	222,662	222,662	
303	Board of Adjustment	1,312	2,702	2,600	2,600	2,600	2,600	
304	Historic District Commission	416	818	2,188	2,987	2,987	2,027	Recording secretary
305	Conservation Commission	8,680	9,218	32,682	10,057	10,057	9,827	Raynes Barn roof, Summer interns, Recording secretary
306	Heritage Commission	115	102	1,654	2,088	2,088	1,903	Recording secretary
	Total Planning & Building	425,100	436,710	484,928	487,818	486,918	465,843	
Economic Development								
307	Economic Development	309	100	69,149	130,168	125,862	122,943	Proposed new F I position (/ months)
	Total Economic Development	309	100	69,149	130,168	125,862	122,943	
Police								
401	Administration	642,267	671,345	727,562	735,183	735,183	735,683	
402	Staff	443,379	468,898	588,264	574,876	574,876	574,876	
403	Patrol	1,704,902	1,771,474	1,889,355	1,910,880	1,910,880	1,896,220	
404	Animal Control	905	1,072	1,250	1,250	1,250	1,250	
405	Communications	399,017	406,725	439,589	429,499	429,499	429,499	
	Total Police	3,190,470	3,319,514	3,646,020	3,651,688	3,651,688	3,637,528	

Town of Exeter		2015 Preliminary Budget Summary										
DEPARTMENT	2012 Actual	2013 Actual	2014 Budget	2015 Prelim Budget	2015 BRC Budget	2015 Default Budget	Notes					
Fire												
501 Administration	487,974	502,940	534,112	542,948	534,975	526,749						
503 Fire Suppression	2,854,542	2,907,970	2,976,232	2,995,496	2,993,496	2,992,185						
504 Emergency Management	14,162	24,170	26,186	28,816	28,816	26,616	Proposed FT Health Officer (9 months)					
505 Health	109,247	122,369	160,245	160,708	160,708	154,856						
Total Fire	3,465,925	3,557,449	3,696,775	3,727,968	3,717,995	3,700,406						
Public Works - General Fund												
601 Administration & Engineering	328,672	325,558	376,954	441,456	415,756	416,256	Full year funding for Asst					
602 Highways & Streets	1,701,875	1,745,757	1,960,711	1,977,118	1,974,118	1,944,118						
603 Snow Removal	162,861	343,513	267,070	269,544	264,044	264,044						
604 Solid Waste Disposal	812,673	813,117	820,063	834,001	834,001	829,401						
605 Street Lights	131,070	139,445	130,000	130,000	130,000	130,000						
Total Public Works - General Fund	3,137,151	3,367,392	3,554,799	3,652,119	3,617,919	3,583,819						
Maintenance												
606 General	516,167	555,558	511,347	544,638	544,638	534,313						
607 Recreation Center	24,615	31,950	17,800	23,600	23,600	23,600						
608 Town Hall	33,350	30,260	26,050	30,800	30,800	30,800						
609 Town Office	35,638	29,605	27,950	35,150	35,150	35,150						
610 Senior Center	12,725	13,543	13,600	16,450	16,450	16,450						
611 Safety Complex	57,728	61,606	66,350	69,000	69,000	69,000						
612 DPW Complex	40,843	43,068	40,050	47,700	47,700	47,700						
613 Train Station	5,617	8,914	10,000	11,100	9,900	11,100						
614 Other Town Structures	7,345	7,956	11,600	11,100	11,100	11,100						
615 Mechanics/Garage	210,925	224,791	217,919	234,875	234,875	209,254						
Total Maintenance	944,953	1,007,251	942,666	1,024,412	1,023,212	988,466						
Welfare												
710 Welfare	82,960	77,619	86,855	87,936	86,436	87,936						
Total Welfare	82,960	77,619	86,855	87,936	86,436	87,936						
Parks & Recreation												
801 Recreation	288,450	256,941	271,531	289,110	282,210	282,210	Contracted services, Equipment purchase (Commercial Mower)					
802 Parks	154,399	151,014	177,142	174,611	169,411	170,936						
Total Parks & Recreation	442,849	407,955	448,673	463,721	451,621	453,146						
Other Culture/Recreation												
116/804 Other Culture/Recreation	18,509	21,848	22,300	22,300	31,300	31,300						
805 Special Events	12,356	12,399	14,000	14,000	14,000	14,000						
Total Other Culture/Recreation	30,865	34,247	36,300	36,300	45,300	45,300						

Town of Exeter		2015 Preliminary Budget Summary										
DEPARTMENT	2012 Actual	2013 Actual	2014 Budget	2015 Prelim Budget	2015 BRC Budget	2015 Default Budget	Notes					
901 Public Library	879,787	894,822	910,837	907,308	907,308	907,308						
Total Library	879,787	894,822	910,837	907,308	907,308	907,308						
Debt Service & Capital												
921- Debt Service	652,784	749,038	726,289	948,757	943,758	948,757						
117 Vehicle Replacement/Lease	396,592	416,505	536,399	357,936	357,936	357,936						
117 Misc Expense	10,207	17,957	3	3	3	3						
118 Capital Outlay - Other	48,601	48,601	48,601	48,601	48,601	48,601						
Total Debt Service & Capital	1,108,184	1,232,101	1,311,292	1,355,297	1,350,298	1,355,297						
Benefits & Taxes												
931 Health Insurance Buyout	88,950	68,501	71,520	81,103	81,103	81,103	11 employees (8 employees in 2013)					
933 Unemployment	11,375	11,154	7,042	4,067	4,067	4,067						
937 Worker's Compensation	135,882	147,288	159,080	174,514	174,514	174,514	Projected increase					
114/941 Insurance	146,139	142,355	122,719	124,323	124,323	124,323						
Total Benefits & Taxes	382,316	369,298	360,361	384,007	384,007	384,007						
Total Operating Budget	1,554,491	1,619,010	1,717,504	1,749,259	1,745,054	1,720,885						
Other Appropriations - Warrant Articles												
Human Service Warrant Articles	110,195	114,478	109,595	122,995	113,895							
Supplemental Paving	244,272	250,000										
Linden St & Court St Culverts	-	150,000										
375th Anniversary Celebration	-	20,974										
Town Wide Facilities Plan		-	50,000				CIP Project #M1					
Eliot Property Purchase		-	26,490									
Sidewalk Program		-	80,000				CIP Project #D5					
DPW/SEIU Agreement		-	6,824									
Town Office Wiring Replacement				75,000	75,000							
Town Hall Egress Staircase				80,000	80,000							
Library Renovation				50,000	50,000							
Replace Street Sweeper				56,482	56,482							
Replace Fire Alarm Truck				21,573	21,573							
Total Other Appropriations	1,132,042	535,452	272,909	406,050	396,950							
Total General Fund Appropriations	1,617,353	1,675,462	1,734,795	1,786,308	1,772,004	1,720,885						
Borrowing Other												
Removal of Great Dam			1,786,758	-	-							
Sidewalk Program			-	1,180,000	1,180,000							

Town of Exeter		2015 Preliminary Budget Summary							
DEPARTMENT	2012 Actual	2013 Actual	2014 Budget	2015 Prelim Budget	2015 BRC Budget	2015 Default Budget	Notes		
Water Fund									
621 Administration	319,452	302,839	363,605	372,336	374,757	370,336	FY of PT Utility Clerk		
624 Billing and Collection	88,538	108,418	118,699	134,205	134,205	121,561			
622 Distribution	510,982	508,272	532,123	664,874	664,874	657,324			
623 Treatment	728,628	668,451	737,098	736,314	736,314	739,309			
625-626 Debt Service	475,834	468,941	549,263	821,369	821,369	821,369			
627 Capital Outlay	173,909	107,825	237,669	101,213	101,213	40,000	Vehicle replacements		
TOTAL WATER OPERATING BUDGET									
	2,297,345	2,164,745	2,538,457	2,830,810	2,830,761	2,749,899			
Sewer Fund									
631 Administration	500,990	349,417	363,052	368,098	371,157	370,707			
634 Billing and Collection	80,823	104,863	118,699	134,205	134,205	121,286	Reduction in Consulting and Legal expense		
632 Collection	516,310	503,548	542,938	658,526	658,526	549,626			
633 Treatment	455,772	447,986	451,641	490,187	490,187	463,887			
635-636 Debt Service	258,552	549,042	729,706	611,975	611,975	611,975	New debt: Portsmouth Ave Reduction in WWTP Capital, WWTP Maintenance, Vehicle Replacement		
637 Capital Outlay	114,681	244,205	206,670	124,472	124,472	78,259			
TOTAL SEWER OPERATING BUDGET									
	1,927,130	2,193,060	2,412,706	2,367,463	2,390,522	2,136,741			

Report of the Budget Recommendations Subcommittee on Public Works

Committee members:

Phil Johnson
Bill Campbell

On November 4th, Phil and I met with Jay Perkins, Highway Superintendent and Paul Vlasich, Town Engineer as Jennifer Perry, Public Works Director was out on personal leave all week. We covered four areas in our discussions, Administration/Engineering, Highway, Maintenance and Capital Outlays. Jay and Paul were great in supplying information that they had, but as you will see in the report, there were several areas for which we had to wait for Jennifer's return. We can discuss these further at the meeting of the whole BRC.

Administration/Engineering (Page 23 of Version #2 of budget)

The figures given to us by the Department did not square with the ones in the budget, but we attributed that to the change in the health charges.

The big increase in A/E was in 601-5446 EPA Storm Water Phase II. This account is to cover a range of permits and plans associated with the impending NHDES Stormwater Requirements. Last year, the Department requested \$50,000 and the BRC recommended to cut it to \$25,000 as the actual requirements had not come in. This year, the request is for \$75,000 as the feeling is that the shoe is about to drop which will mean much work in applying for permits, designing management plans etc. The committee questioned when we would know and it was not certain. This is an area we would like to discuss further with Jennifer.

Other line items we considered:

0601-5362 Radio Replacement. Historically, we have not spent over \$900. We suggest this account might be reduced to \$1000.

0601-5810 Conf/Room/Meals. Will we be using the full amount this year? Could this item be reduced? (Needed Jennifer's input).

Highways and Streets

0602-1300 Sal/Wages OT. We discussed this with Jay. He contends that it is hard to predict emergencies, floods callouts. Although it looks like they might be under budget this year, historically, they have gone over budget. We suggest leaving it at \$20,000.

0602-4342 Street Marking. We do some of this ourselves, but much is contracted out (about 2/3). We questioned if we needed to raise the amount \$5000 as we historically have been under or around \$25,000. Jay did point out that the contractor has raised his rates.

0602-6260 Fuel. Discussed this along with 0603-6260. DPW is asking for an additional \$10,000 for the first account and an additional \$2350 for the second. The first is sometimes referred to as the "Summer account" and the second as the "Winter account".

Sometimes, hard to tell exactly where to charge off a particular bill (e.g. a truck gassed up in the late summer but also driven into the winter on the same tank.) Part of DPWs rationale is that fuel prices will rise a lot. However, when do we nail down our contract for fuel for next year? Right now, fuel prices are low and seem headed down in the near future. Perhaps we should lock in soon.

0602-7503. Road Paving/Maintenance. Recall we combined the proposed warrant item and the budget item into this line last year, and reduced the amount to \$800,000 from \$900,000 total. The requested increase (\$24,000) for a 2015 budget amount of \$824,000 is still below what they would like to go with their Town paving plan. We felt this increase was justified due to material costs rising.

Snow Removal

The committee was very pleased with the tight budgeting and strong effort to keep the Snow Removal expenses within budget. We feel Jay and his crew are to be commended. We were curious about the amount, if any. Left in the Snow Fund set up a couple of years ago by a warrant article. It initially had \$35,000 in it. What is its status now.

Solid Waste

0604-5832 Blue Bags and 0604-5849 Recycle Bins. These are two areas in which we receive revenue to off-set the expenses here. Price of the 65 gal. carts has increased as has their delivery charge. Hence the increase needed to re-stock.

0604-5842 Dozer Rental. Jay felt we would spend this account out by the end of the year. Some bills not in yet.

Maintenance

0606-1110 and 0606-1200. Since neither Keven Smart nor Jennifer were present, we had some unanswered questions here concerning this account and related ones. We understand that the part-time custodian that became full-time this year does require 3 additional months be budgeted for him/her. However, two other requests, one for 6 additional months for the HVAC/Plumbing Maint Tech and increasing the 29 hour/week PT Mechanic Laborer to the 40 hours/week FT Vehicle Maintenance Service Technician for 9 months with full benefits need more discussion. The latter will cost an additional \$29,026 next year, and about \$39,000 in subsequent years. The cost for the 6 additional months for the HVAC/Plumbing Maint Tech was not broken out. We believe these hires also affect 0615-110 and 0615-1200.

0606-5202 Contracted Services. No money budgeted for 2015 since this area now covered by the full-time custodian. (Not sure why there's no budget figure for 2014. Expenses, we assumed were for the first 3 months before 2014 budget approved. Discuss?)

0606-5610 Safety Equipment. Jay says that will come close to filling.

0606-7501 Maintenance Projects. Did not have project list and Kevin not there. Need to discuss.

Other buildings:

Most of the increases in the individual building accounts were in lines 06XX-6210 Natural Gas and 06XX-6220 Electricity due to increase prices. However, we did question:

0609-4300 Building Maintenance TO. Will this increase be needed if the CIP project to replace the wiring is adopted?

0611-4300 Building Maintenance – Safety Complex . Would like more information.

0612-4300 Building Maintenance –DPW Complex. Since not all the money has been spent in this account this year, could some of these be done in 2014?

0613-5000. Supplies – Train Station. Historically, \$3800 not used. Reduce?

One other question that came to mind after our meeting: How many water coolers do we have in Town Buildings, such as the one in the Nowak Room? How much do we spend yearly to buy water for these coolers? If the number is significant, why not consider using coolers tied into the Town water as downstairs in the Town Office?

Report of the Budget Recommendations Subcommittee on Public Works –Addendum

Capital Improvement Program Items

From Administration/Engineering:

Pickpocket Dam Breach analysis (D – 3)	\$35,000
We have received a letter of deficiency for this dam. This money would allow us to address what we need to do to satisfy DES. PW would also like to analyze the Reservoir Dam with this money.	
Lincoln Street Phase II (street and drainage design) (D – 4)	\$170,000
Project begun last year funded by last year's warrant.	
Park Street Drainage Design (D – 5)	\$40,000

From Highway:

Capital Outlay/Vehicles (0117-7420)	
Replace 1990 SnoGo (industrial capacity snowblower) (D – 8)	\$141,799
Replace two Sand and Salt machines (D – 9)	\$31,350

CIP Items:

Sidewalk Program (Downtown project) (D – 1)	\$580,000
Highest priority. Question was raised as to whether this needs to be in the budget so that we are sure it gets done.	
Linden Street Culvert Replacement (D – 2)	\$711,000
Design funds were approved last year. There are two projects. The amount requested this year (recently revised from \$670,000) is for the culvert that covers Little River under Linden Street. Funding for a second set of culverts is scheduled to be requested in 2016. These will carry the Little River under Court Street.	
Kingston Road Bike/Ped Shoulder Improvements (D – 6)	\$750,000
This would be 80% grant/20% CRF. However, to get the grant, we need show funding for the whole project. In 2005, Exeter established a shoulder widening capital reserve fund. Thus far, the fund contains \$150,000.	
Replace 2005 Street Sweeper (D – 7)	\$245,575
Meets storm water regulations. Approved for stormwater revolving loan fund. If we borrow \$235,000, we will get 20% forgiveness (\$47,000).	

From Maintenance:

For the Capital Outlay/Vehicle line (0117-7420)	
Replace 2002 Plumbing/HVAC (A – 6)	\$21,500

CIP Items:

Replacement of Public Safety Complex Boilers (A – 1)	\$122,000
Replacement of Town Hall Rear Egress Staircase (A – 2)	\$80,000
Replacement of Town Office Wiring (A – 3)	\$70,000

More information will be forthcoming when Jennifer returns.

Bill Campbell
Phil Johnson.

Town of Exeter, New Hampshire
2015 Budget Committee Review

Water and Sewer (W&S) Subcommittee Report

November 13, 2014

For 2015, the proposed Water and Sewer division budgets include a generally level funded salary and benefit package, except where increases due to contracts are required. As the subcommittee has little or no control of these items, we, therefore, concentrated on specialty projects and significant expense items in our review. As in past years, the Budget subcommittee, as well as the Water and Sewer Advisory Committee (WSAC), have urged DPW staff to include certain equipment purchases and smaller projects in the budget as opposed to a CIP or town warrant item, potentially to be paid for with some utility reserve funds if required.

Particular items requiring comment by the subcommittee include the proposed upgrade of a 34 hour per week, part time Utilities Clerk to a Full Time position with benefits; potentially significant increases due to mandates by state and federal regulatory authorities, and proposed pipeline and facility upgrade projects that would impact the Town's budget in 2016.

Specific items of discussion between the subcommittee and DPW are summarized below.

WATER FUND

<u>Account</u>	<u>2014 budget request (\$)</u>	<u>2015 budget request (\$)</u>	<u>Subcomm recommend (\$)</u>	<u>Comments</u>
621-5000 Supplies	5,000	5,000	3,000	Seems to be underspent last few years
621-5200 WA Consulting Services	5,000	5,000	5,000	Exeter-Stratham utility sharing assessment
621-5224 WA Legal Expense	3,000	5,000	3,000	Historically not used, this yr related to GWTP.
624-1110 WB FT Wages	45,057	61,926	61,926	PT Utilities Clerk proposed for full time. An issue of allocating resources. Cost of added payroll better than professional staff conducting admin duties. See DPW summary for detail
624-5740 WB Software Agreement	7,350	7,350	5,000	Note says this is MuniSmart billing "agreement" but actual spent last few years seems well under the budget. Should line be modified to \$5000?

<u>Account</u>	2014 budget request (\$)	2015 budget request (\$)	Subcomm recommend (\$)	Comments
622-4300 WD Bldg Maintenance	6,000	6,000	4,000	Last 2 years seem way under budget. Propose we reduce for next year unless specific projects.
622-4312 WD Road Repairs	8,000	10,000	10,000	Increased program to repair older piping, associated road repairs
622-4320 WD Vehicle Maint.	4,000	5,750	6,375	Subcomm is recommending delaying Truck 32 replacement (CIP). Add \$1,250 to W & S accounts to maintain Truck 32
622-4370 WD System Maint.	20,000	30,000	30,000	DPW generally accurate on their annual needs for maintaining the distribution system
622-5681 WD GIS Software	5,840	5,840	\$4,500	\$4-5000 seems more in line with recent expenditures
622-5759 WD Metering/BF	65,000	70,000	55,000	Phase in meter recert program. With new meters, shouldn't this be a lot less for next year?
622-**** WD Contract Maint	0	120,448	120,448	Hampton Rd tank rehab, moved from Capital Outlay section, on-going 5 yr contract
623-5202 WT Software	5,000	6,000	6,000	GWTP on line August 2015 requiring additional facility communications
623-5985 WT Chemicals	148,000	145,000	145,000	Steadily down since 2010 due to new treatment protocols/mgmt. Savings with GWTP should be more when full year operation.
627-7420 CO Vehicle	8,971	28,683	0	2014: P/U Trk #3, 2015:P/U #32 Still fairly low maint costs, recomm at least 1 more yr usage of #32
627-7420 CO Vehicle	48,250	17,500	17,500	2014: Backhoe , 2015: Vacuum System. Trailer mounted for smaller jobs that Vactor Truck too big for
627-7449 CO WTP Capital	43,000	15,000	15,000	Recommend combining with Acct 627-7425 WTP Upgrades for accuracy

Recommendations The subcommittee feels this is generally a good budget save for some requested increases that do not appear to be supported by historical needs. Exclusive of debt service, the Department Requested budget is \$19,747 over 2014, a year in which there was a 53rd payroll week.

The proposed subcommittee adjustments described above would provide a budget reduction of approximately \$51,500 from the Department's request, and, in our view, result in no foreseeable reduction in services. The subcommittee feels these adjustments are necessary in view of the pending Groundwater Treatment Plant, currently under construction, slated to add approximately \$400,000 per year to the Water budget for the next 20 years.

SEWER FUND

<u>Account</u>	<u>2014 budget request (\$)</u>	<u>2015 budget request (\$)</u>	<u>Subcomm recommend (\$)</u>	<u>Comments</u>
631-5000 SA Supplies	5,000	5,000	3,000	Seems to be underspent last few Years
631-5200 SA Consulting Svcs	15,000	15,000	10,000	F/U on EPA permits, worst is over
631-5224 SA Legal	20,000	20,000	10,000	F/U on EPA permits, worst is over
634-1110 SB FT Wages	45,057	61,926	61,926	PT Utilities Clerk now full time Issue of allocating resources. Cost of added payroll better than professional staff conducting admin duties. See DPW summary for detail
634-5740 SB Software Agreement	7,350	7,350	5,000	Note says this is MuniSmart billing "agreement" but actual spent last few years seems well under the budget. Should line be modified to \$5000?
632-4312 SC Road Repairs	5,100	10,000	10,000	Increased program to repair older piping, associated road repairs
632-4320 SC Vehicle Maint.	4,000	5,750	6,375	Subcomm is recommending delaying Truck 32 replacement (CIP). Add \$1,250 to W & S accounts to maintain Truck 32
632-4365 SC Grit Removal	4,000	4,000	2,500	Historically \$2-2500.
632-4366 SC Manhole Maint. (includes System Maintenance)	60,000	60,000	100,000	Table 14-1 (CIP book) I/I Program developed with US EPA. Subcomm not recommending I/I bond issue. Add budget for smaller scale investigations before funding construction
632-4367 SC Pump/Control	12,000	92,000	92,000	Specific purchases of equipment are included in this increase.
632-5681 SC GIS Software	5,000	5,840	\$4,000	\$4000 or less seems more in line with recent expenditures
632-5682 SC SCADA Software	3,000	3,000	?	Need YTD update and spending plan

Account	2014 budget request (\$)	2015 budget request (\$)	Subcomm recommend (\$)	Comments
632-5875 SC Equipt Purchase	0	24,000	24,000	Rebuild sewer camera vs. new buy. Perhaps put in acct 632-4311 Equipment <i>Maintenance</i> ?
633-4364 ST Outfall Dredging	0	12,000	9,000	Bi-annual inspection, EPA requirement. Historically \$8000. Bids?
633-5682 ST SCADA Software	18,500	18,500	?	Need YTD update and spending plan
633-5984 ST Lab Testing	30,675	55,675	40,000	Increase Sq. River monitoring for Nitrogen. Reportedly UNH is contractor for multiple towns. Confirm and can we phase this in?
635-8212 Debt Service 635-8214 Debt Service 635-8215 Debt Service	102,965	0	0	Early retirement of these issues from reserves will save approximately \$37,000 in interest
637-7420 CO Vehicle	8,971	28,683	0	2014: P/U Trk #3, 2015:P/U #32 Still fairly low maint costs, recomment at least 1 more yr usage of #32
637-7420 CO Vehicle	48,250	17,500	17,500	2014: Backhoe, 2015: Vacuum System. Trailer mounted for smaller jobs that Vactor Truck too big for
637-7444 Small Generators	40,000	0	0	YTD only \$3000. Do we have POs in for the rest of these generators in 2014? Budcomm and WSAC supported this project last year.

Recommendations The subcommittee feels this is generally a good budget save for some requested increases that do not appear to be supported by historical needs. Including debt service, the Department Requested budget is \$25,243 under 2014 which included a 53rd payroll week.

The proposed subcommittee adjustments described above would provide an additional budget reduction of approximately \$30,000 from the Department's request, and, in our view, result in no foreseeable reduction in services. The subcommittee feels these adjustments are necessary in view of the pending new Wastewater Treatment Plant, currently in the planning stages, which could potentially double sewer rates for the next 20 years.

Capital Improvements Program (CIP)

Water and Sewer CIP items requested include a Water and Sewer Line Rehab project in the Park Street area of town, and an Infiltration and Inflow (I/I) project at Westside Drive and Downing Court.

Project Description	Dept request (\$)	Subcomm Recommend (\$)	Comments
H1 I/I Project, Westside Dr.	1,049,500	50,000	See Note 4 in CIP writeup. Assess affordability based on milestones. Need more data from Jady Hill project to assess viability. Bond is for evaluations, planning, design, AND construction. Recommend phased approach. Assess results of Jady Hill and conduct field evaluations in 2015. Included in 632-4366 SC Manhole (System) Maintenance line item.
G1 Water Mains, Park St area	1,830,000	Discussion	Pipes are old but have not caused significant maintenance issues to date. Priority b/c of age. This project would add approximately \$212,000 per year to the Water budget beginning in 2016.
H2 Sewer Mains, Park St area	1,150,000	Discussion	Pipes are old but have not caused significant maintenance issues to date. Priority b/c of age. This project would add approximately \$133,000 per year to the Sewer budget beginning in 2016.

The subcommittee would like to thank DPW management and staff who assisted in providing information toward the development of our recommendations, specifically: Ms. Jennifer Perry, Mr. Mike Jeffers, and Mr. Matt Berube and their respective staffs, all of whom did an excellent job of providing a generally level funded expense budget, save for added debt service from 2014 voter requests and some required specialty projects. We also thank Ms. Doreen Ravell, the Town Finance Director, and her staff for input on various financial data that we requested during the budget review process.

Respectfully Submitted,

Subcommittee Members Bob Kelly
Peter Lennon
Anthony Zwaan

To: Chief Comeau, Exeter Fire Department
Chief Kane, Exeter Police Department
Russ Dean, Exeter Town Manager
Corey Stevens, Chair Budget Recommendations Committee

From: Budget Recommendations Committee Public Safety Subcommittee
Allan Corey, Judy Rowan and Bob Wentworth

Subject: Report on work of subcommittee conducted in Public Notice meetings

October 1 – Fire Department
October 15 – Police Department
October 17 – Wheelwright Room

The Public Safety Subcommittee work included personal and a group review of each line item of the Police and Fire Department Budgets as presented in the October 28, 2014 2015 Exeter Town Budget request. This version of the budget resulted in a 2.1% increase in the General Fund Budgets.

As operating departments, the Public Safety work of Police and Fire departments has very little leeway for change or reduction to service levels, given the commitment of government to protective service. Following are the key services:

The Exeter Police Department provides service 24 hours per day, seven days a week. Fire and EMS services (to the paramedic level) are also provided 24/7 by four shifts of 6 Firefighter/EMT's per shift. The Police Department budget contains the Animal Control function and the Dispatch operations, which also run 24/7, 365 days per year. One dispatch position is funded through the EMS (ambulance) revolving fund and is not included in the general fund budget. The Town is staffed using full time and part time dispatchers. The Fire Department, in addition to providing EMS services to the paramedic level, provides the Town's health and emergency management functions. The public safety complex on Court Street, built in 1979, is the location of the Town's current Emergency Operations Center (EOC). Emergency Management is an active function in Exeter due to the makeup of the community (rural and urban areas) and the impact felt during major events. The Town's health department provides support to several activities including mosquito control, regional health planning, and sanitary code enforcement.

Following are separate reports from the subcommittee on Police and Fire budgets. Each department will make a presentation at the November 5, 2014 Budget Committee Public Meeting along with the report of the Public Safety budget subcommittee.

Fire Department 2015 Budget Request

Expense Line Items

The subcommittee found very well prepared budget preparation structure with careful analysis of zero based needs and validity of projected increases. The total Fire Department increase request is 0.8 %.

One questionable line item is FD 5263 FD Physicals, at an expense of about \$16,000.

The sub-committee has these comments on Line Item 5263 Annual Physicals:

- The cost/benefit relationship and requirements for these Annual Physicals was not clear.
- There needs to be a showing of why such physicals are needed to supplant the basic Health Insurance coverage.
- Are there alternative management process means of providing proper services of health, fitness and safety?

On Line Item 5810 Conf/Rooms/Meals:

The Department should be prepared for questions about the benefits derived from conference-training costs of \$ 4,500 for 2015.

Police Department 2015 Budget Request

Revenues

Police department budgets do not include the receipt of income to the Town. As a point of information, in 2014 it is expected to be almost \$70,000 from tickets, alarms, security and other fees.

Expense Line Items

Overall the subcommittee found the Police budget request to have been carefully prepared and acceptable at 0.2% increase for line items, excluding the results of a "fact finding process" with the Police Association this fall. The existing contract expired December 31, 2013. Any settlements above the base budget will be funded through a separate warrant article on the 2015 Town Warrant.

Comments

Patrol line item 5310 PD mobile communications merits special comments. It presents an increase of \$14,660 for replacement of overage (12 years in service) cruiser radios in vehicles.

New cruiser vehicles are in the overall Town vehicle replacement budget GG-CO vehicle Capital outlay. The radios and other features on cruisers are, however, not treated as Capital and result in Expense line item increase this year of \$14,660. As a tradeoff, the Police department deferred one cruiser from the 2015 Vehicle replacement budget to offset the need to replace outmoded mobile communications equipment.



(Draft) Budget Recommendations Sub-Committee meeting minutes

Met on October 16th, 2014

Upstairs Conference Room, Exeter Public Library, 6:30 p.m.

Ms. Stephanie Canty, Mr. Don Woodward, Bud-Comm. members

Agenda Items

1. A review of current Health and Human Service requests began with an alphabetized listing of service providers, a brief summary of the service(s) provided to Exeter residents, the amount of funding that the agency has requested, the total amount of additional funding (Federal, State, County, private contributions etc.), the number of Exeter residents served and or number of times they were served, as well as verifying that a current Fed. I.R.S. form -990 was available.
Several applications were missing information either with regards to the number of Exeter residents served or their I.R.S. form was still in "draft" mode. (undated)
 - Flat-funded service requests and previously funded agencies, with no increase in funding over what was approved on the 2014 ballot, would be posted as first of the Warrant Articles.
 - Increases in funding requested by existing providers and new funding requests from a new provider(s) should be on individual warrant article(s) or citizen's petition(s).
 - A draft report to Bud-Comm. Members and Selectboard format and spreadsheet content was agreed upon.

2. No Other Business was discussed and about 6 applications still need to be reviewed at a later date as the meeting ended at 7:57 p.m. with the Library closing for the night at 8 p.m.



Budget Recommendations Library Sub-Committee

Monday October 20th, 2014

(Draft Report)

1. Review of current and future services.

Hope Godino, Library Director, gave the sub-committee an overview of the current services that the Library provides. Library use has changed in the 21st century with greater use of technology such as computers and E-books. There are also many field trips to various museums that are financed thru donations. Exeter Public Library is open 6-days a week, roughly 62-1/2 hours per week, excluding Holidays. The Library has 7 Full-time staff and 11 Part-time (28 or less hours per week) staff comprised of 4 Adults and 7 young-adults that average 10 hours per week, when not concentrating on their homework/studies. Future plans include the purchase of several laptop computers that would allow them to be brought to study rooms and combined with books to conduct research, complete homework assignments, look for employment, and send e-mail using both resources. These would be used only within the confines of the Library itself. The Library does receive free internet access, courtesy of Comcast.

2. Trustees Proposed Budget

The proposed budget is flat-funded with no increase from last year, \$187,802.00.

(see line item 01-4550-0901-5547 Preliminary Town Budget FY 2015 updated 09/19/2014 version#1)

Two items of concern by budget committee members were

- (1) The gas heat line item of \$19,610.00.
- (2) The electricity line item of \$45,150.00.

These items reflect the best information the trustees had available to them at the time they created the budget but wouldn't account for the new utility rate contracts that were approved by the selectmen earlier in the week. The library would have to make-up the difference by using donation monies as the Library has some flexibility in its budget.

More fund raisers are being planned.

- Capital Improvement Plan;

The trustees have proposed creating a Capital Improvement account for the purposes of expansion, renovation and, in particular, replacement of 20-plus year old HVAC equipment (currently located on the roof and very difficult to service) and the heating system (furnace) which is also nearing the end of its designed life. An architect has been hired at the Library's expense. One renovation plan includes removing the downstairs meeting room in order to expand the children's section. The new meeting room(s) would move upstairs as a dividable meeting space designed to be quickly separated by using movable dividing walls into two meeting rooms based on the size and space necessary. A larger expansion project is envisioned by moving the upstairs wall north/northeast over the existing outdoor parking area.

- Warrant Article;

The following has been proposed by the Trustees to be added to the 2015 ballot;

>To see if the Town will vote to establish a capital reserve fund under the provision of RSA35:1 for the purpose of future expansion and or renovation of the Exeter Public Library and to appropriate the sum of fifty thousand dollars (\$50,000) to be placed into this fund. And to designate the Trustees of the Exeter Public Library as agents of this fund. <

It was noted that town legal counsel reviews all warrant articles as to having the correct legal verbiage and references to specific R.S.A.s.

The general consensus would be to put this on the ballot to allow the town to vote to support this effort. Moving forward, every year would require an annual appropriation to the library's capital improvement account via warrant article on the March Town Ballot.

(Drafted 10/20/2014 rev.0, as recorded, Don Woodward



Town Manager's Office

NOV - 6 2014

Received

November 4, 2014

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

Dear Mr. Dean:

I write today to inform you of some very good news for HealthTrust Members. Due to a recent agreement between HealthTrust and the Bureau of Securities Regulation (BSR), executed at the end of last week, HealthTrust will be able to distribute more surplus from the 2014 fiscal year back to our Members than had originally been planned, approximately 75% more. That means your share of that return of surplus, as shown on the exhibit included with last week's rate letter, will increase significantly, as well.

I know, being an elected local official myself, the importance of having accurate revenue projections when building a budget. I felt it was important, therefore, to communicate this higher return of surplus to you as soon as possible.

Included with this letter is an exhibit showing the increased amount of your share of the return of surplus, a reiteration of the original amount presented on your recent rate letter, and the new total amount.

If you have any questions about the enclosed information, please contact your HealthTrust Benefits Advisor.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Bragdon". The signature is fluid and cursive, with a large initial "P" and "B".

Peter Bragdon
Executive Director

Enclosure

PS – If a Member leaves HealthTrust before the distribution date of the return of surplus, that Member's share of the return is forfeited and may then be redistributed to remaining Members of the respective pool (January or July). It is therefore impossible to accurately predict the final amount of your share right now, other than to state that the new total amount shown on the attached exhibit is the minimum amount of your share of the return. For this reason, the reporting on an enrollee-by-enrollee basis associated with the 2014 fiscal year return of surplus will not be available until February 5, 2015 (for January groups) and August 6, 2015 (for July groups), as the exact final figures will not be known until then.

cc: Joseph Pelchat, Union Representative, SEIU Local 1984 Public Works
Joseph Saluto, Union Representative, Exeter Police Association
Ryan Booth, Union Representative, Exeter Firefighters Association



**Summary of HealthTrust Return of Surplus Amounts
For Distribution in 2015 to
Town of Exeter**

Additional FY2014 Return of Surplus

Additional FY2014 surplus return amounts as approved by the HealthTrust Board on October 30, 2014:

Coverage	Amount
Medical	\$104,740.49
Dental	\$6,017.09
Total Return	\$110,757.58

Detailed breakdown by medical billing group:

Medical Billing Group Name	Amount
EXETER FIRE	\$20,639.48
EXETER HIGHWAY	\$14,839.49
EXETER LIBRARY	\$3,988.65
EXETER NHRS	\$13,535.00
EXETER POLICE	\$23,932.06
EXETER TOWN	\$15,111.58
EXETER WATER/SEWER	\$12,694.23
Medical Billing Group Total	\$104,740.49

Detailed breakdown by dental billing group:

Dental Billing Group Name	Amount
EXETER FIRE	\$1,396.81
EXETER HIGHWAY	\$990.95
EXETER LIBRARY	\$204.52
EXETER NHRS	\$504.39
EXETER POLICE	\$1,383.99
EXETER TOWN	\$807.09
EXETER WATER/SEWER	\$729.34
Dental Billing Group Total	\$6,017.09

FY2014 Return of Surplus

Return of surplus amounts as approved by the HealthTrust Board and previously announced for FY2014:

Coverage	Amount
Medical	\$139,419.69
Dental	\$8,009.32
Total Return	\$147,429.01

Detailed breakdown by medical billing group:

Medical Billing Group Name	Amount
EXETER FIRE	\$27,473.14
EXETER HIGHWAY	\$19,752.79
EXETER LIBRARY	\$5,309.27
EXETER NHRS	\$18,016.39
EXETER POLICE	\$31,855.88
EXETER TOWN	\$20,114.97
EXETER WATER/SEWER	\$16,897.25
Medical Billing Group Total	\$139,419.69

Detailed breakdown by dental billing group:

Dental Billing Group Name	Amount
EXETER FIRE	\$1,859.29
EXETER HIGHWAY	\$1,319.05
EXETER LIBRARY	\$272.23
EXETER NHRS	\$671.39
EXETER POLICE	\$1,842.23
EXETER TOWN	\$1,074.31
EXETER WATER/SEWER	\$970.82
Dental Billing Group Total	\$8,009.32

Total Return to be Distributed in 2015

(FY2014 Original and Additional)

Total return amounts to be distributed on February 19, 2015 for Town of Exeter, unless a *Contribution Holiday* is requested in writing by February 5, 2015:

Distribution	Amount
Original FY2014 Return of Surplus	\$147,429.01
Additional FY2014 Return of Surplus	\$110,757.58
Total	\$258,186.59

**TOWN OF EXETER
MEMORANDUM**

TO: Board of Selectmen
FROM: Town Manager
RE: Housing Committee
DATE: November 17th, 2014

As the Board is aware the topic of housing is continually on our collective agendas as the Town continues to wrestle with different housing related issues including:

- Availability of housing;
- Cost of housing;
- New housing starts (type and number);
- Changing community demographics reflected in various types of housing being promoted in the community by private developers;
- Need for long term housing sustainability including variety of types of housing available (purchase, rent, new housing starts, etc.)

The concept of a advisory committee on housing issues is up for discussion. This ad-hoc or advisory committee could review a number of issues including, but not limited to:

- Numbers and types of housing units;
- Median costs of various types of housing;
- Review of housing relief programs (Section 8, Property Tax Exemptions, etc.);
- Development of long term strategies regarding housing;
- Contribute to the update of the Master Plan housing chapter;
- Address relevant Town boards on housing issues in the community;
- Review regional housing patterns in comparison to Exeter;
- Publish an annual report on the state of housing in Exeter to be included in the Town Report;
- Seek ways to advocate for current residents to invest in their own properties through available programs (such as alternative energy exemption).

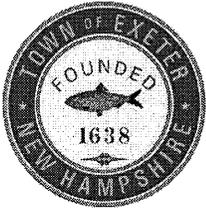
The list could be longer or include more items but this is a starting point.

This committee could be 5 members with a Selectboard representative, or some other mode that is agreeable to the Board.

In the late 80's or early 90's the Town had an affordable housing committee, so there is precedence for this type of committee in Exeter. The mission of this group would be a bit broader, but certainly one of the focus points would be on housing affordability.

HOUSING

Total Housing Units	6,472
Single-Family Units, Detached or Attached	3,381
Units in Multiple-Family Structures:	
Two to Four Units in Structure	777
Five or More Units in Structure	1,438
Mobile Homes and Other Housing Units	876



TOWN OF EXETER, NEW HAMPSHIRE

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

www.exeternh.gov

SAMPLE DRAFT

November __, 2014

Board of Selectmen
XXX, NH

Dear COAST Route 7 Members:

As you know, there is an ongoing discussion regarding the potential dissolution of COAST Route 7, which covers Exeter, Greenland, Newington, Newmarket, Portsmouth, Stratham, and Great Bay Community College.

The attached COAST data suggests there is a shortfall of \$42,639 in local funding for COAST Route 7. We would ask each community in the COAST line of service to consider providing some level of local funding to help maintain the route. We understand that every tax dollar is important. However, COAST has provided a level of service over many years and Route 7 is part of the transportation fabric of several communities including your own.

COAST serves a population that is traditionally underserved by other modes of transportation. Although we agree that Route 7 ridership numbers can be improved, we also believe that by working together to find methods and ways to improve ridership, we will only strengthen Route 7 and help it maintain its current operational status in the impacted communities.

Thank you for your consideration in keeping COAST viable for all Route 7 communities through some level of local funding in 2015.

Very truly yours,

Julie Gilman
Chair, Exeter Selectboard

Copy: City Council, City of Portsmouth
Board of Selectmen, Town of Greenland
Board of Selectmen, Town of Stratham
Town Council, Town of Newmarket
Board of Selectmen, Town of Newington
Great Bay Community College

FY12-14 Rte. 7 Revenues by Local Municipality/Entity

Anticipated combined Route 7 & associated ADA expenses for FY2014 are \$273,500.

Funding Sources	FY2014 YTD Annualized			FY2013			FY2012		
	Actual \$	Req./Bud.	\$ Dif.	Actual \$	Req./Bud.	\$ Dif.	Actual \$	Req./Bud.	\$ Dif.
Exeter	\$ 33,074	\$ 33,074	\$ -	\$ 23,847	\$ 23,847	\$ -	\$ 15,689	\$ 20,919	\$ (5,230)
Great Bay Comm. College	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ -
Greenland	\$ -	\$ 12,690	\$ (12,690)	\$ -	\$ 8,470	\$ (8,470)	\$ 3,000	\$ 6,498	\$ (3,498)
Newington *	\$ 1,500	\$ 1,500	\$ -	\$ 1,100	\$ 1,100	\$ -	\$ 1,030	\$ 1,030	\$ -
Newmarket	\$ 20,748	\$ 22,482	\$ (1,734)	\$ 20,748	\$ 20,748	\$ -	\$ 15,623	\$ 15,623	\$ -
Portsmouth *	\$ -	\$ 14,616	\$ (14,616)	\$ 9,500	\$ 9,500	\$ -	\$ 8,600	\$ 8,600	\$ -
Stratham	\$ 5,000	\$ 18,599	\$ (13,599)	\$ 6,000	\$ 13,407	\$ (7,407)	\$ 6,000	\$ 11,158	\$ (5,158)
Local Funding Shortfall			\$ (42,639)			\$ (15,877)			\$ (13,886)

* Estimated in one or more years



2014 Municipal Funding Formula & Requests (50% ADA Growth)

(for the period 10/1/13 - 9/30/14)

Funding Formula

- For regional COAST bus service on Routes 1, 2, 6, 7 & ADA paratransit services for disabled individuals.
 - Based on Blended Averages of 1/2 Mile Population & Employment, Weekly Service Miles & Ridership.

	Population Within 0.5 Mile (1)	Local % of Total Population	Employees Within 0.5 Mile (1)	Local % of Total Employment	Weekly Service Miles (2)	Local % of Total Service Miles	Ridership (3)	Local % of Total Ridership
Berwick	1,837	2.7	900	1.7	122	1.4	3,644	1.4
Dover	18,285	26.8	8,733	16.4	2,236	25.8	99,488	36.9
Exeter	5,764	8.4	5,814	10.9	258	3.0	2,756	1.0
Greenland	1,513	2.2	1,848	3.5	264	3.0	611	0.2
Farmington	2,907	4.3	747	1.4	543	6.3	9,159	3.4
Newington	35	0.1	4,243	7.9	487	5.6	21,025	7.8
Newmarket	5,372	7.9	863	1.6	469	5.4	2,613	1.0
Portsmouth	8,169	12.0	16,022	30.0	804	9.3	35,804	13.3
Rochester	12,422	18.2	8,092	15.2	1,726	19.9	49,958	18.5
Somersworth	9,236	13.5	4,364	8.2	1,277	14.7	44,167	16.4
Stratham	2,686	3.9	1,784	3.3	487	5.6	618	0.2
68,226	100.0		53,410	100.0	8,673	100.0	269,844	100.0

Proposed Funding Shares

	% of Total Budget	FY14 Request	FY13 Requested	\$ Change FY13 - FY14	FY13 Actual	\$ Change FY13 Act - FY14 Req.
Berwick	1.8 %	\$ 10,108	\$ 6,827	\$ 3,281	\$ 6,827	\$ 3,281
Dover	26.4 %	\$ 149,963	\$ 142,394	\$ 7,569	\$ 142,394	\$ 7,569
Exeter	5.8 %	\$ 33,074	\$ 23,847	\$ 9,227	\$ 23,847	\$ 9,227
Greenland	2.2 %	\$ 12,690	\$ 8,470	\$ 4,221	\$ 3,000	\$ 9,690
Farmington	3.8 %	\$ 21,706	\$ 15,572	\$ 6,134	\$ 12,676	\$ 9,030
Newington	5.4 %	\$ 30,339	\$ 21,051	\$ 9,288	\$ 21,051	\$ 9,288
Newmarket	4.0 %	\$ 22,482	\$ 19,247	\$ 3,234	\$ 19,247	\$ 3,235
Portsmouth	16.1 %	\$ 91,447	\$ 59,770	\$ 31,677	\$ 59,770	\$ 31,677
Rochester	17.9 %	\$ 101,739	\$ 75,233	\$ 26,506	\$ 75,233	\$ 26,506
Somersworth	13.2 %	\$ 74,838	\$ 57,981	\$ 16,857	\$ 57,981	\$ 16,857
Stratham	3.3 %	\$ 18,599	\$ 13,408	\$ 5,191	\$ 6,000	\$ 12,599
100.0 %	\$ 566,985	\$ 443,800	\$ 123,185		\$ 428,026	\$ 138,959

- Sheet Notes:**
1. Includes adjustments based on 2010 Census & Employment Security data.
 2. Includes mileage adjustments for routing adjustments & ADA miles.
 3. Although total system ridership for fiscal year 2012 was 506,514, ridership on the services included in the funding formula totaled 269,844. The remaining riders rode on services provided by COAST in which the operating costs are covered outside the funding formula.

Options to Consider

- Status Quo – communities will have to fully meet COAST's financial requests.
- Peak Commuter Service – one AM eastbound & one PM westbound run per day. See example.

Route 7

Newington / Portsmouth / Greenland / Stratham / Newmarket / Exeter

Westbound

	7A1	7A1	7P1	7P1	7P1
Fox Run Mall		7:50	10:50	14:10	17:15
Portsmouth Transportation Center		8:03	11:03	14:23	17:28
Portsmouth Ave. (Greenland Town Offices)		8:15	11:15	14:35	17:40
NH 108 (Downtown Gazebo)		8:34	11:34	14:54	17:59
Portsmouth Ave. (King's Plaza)		8:49	11:49	15:09	18:14
Lincoln St. (Exeter Train Station)		9:11	12:11	15:31	18:36

Eastbound

	Express				
Lincoln St. (Exeter Train Station)	6:40	9:15	12:20	15:40	18:40
Portsmouth Ave. (King's Plaza)	-	9:36	12:41	16:01	19:01
NH 108 (Downtown Gazebo)	7:02	9:48	12:53	16:13	19:13
Portsmouth Ave. (Greenland Town Offices)	7:21	10:07	13:12	16:32	
Portsmouth Transportation Center	7:35	10:22	13:27	16:47	
Fox Run Mall	7:47	10:34	13:39	16:59	

PRELIMINARY COMMENTS BY TOWN COUNSEL
11/17/13

DRAFT

OPTION AND GROUND LEASE AGREEMENT

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

Recitals

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

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

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

Agreement

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

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

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

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

Initials: _____/_____

2. Ground Lease Agreement Subject to Town Vote Approval. The ground lease provisions of this Agreement shall not become effective until approved by vote of the Town of Exeter. The Exeter Selectmen agree to put the ground lease matter on the warrant for the 2014 Annual Town Meeting for consideration by the voters.

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

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

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

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

(d) LESSEE shall not use the Premises for any illegal purpose and shall not conduct any activity at the Premises that is harmful to the health or safety of others, including, without limitation, other tenants or occupants of the Property. LESSEE shall conduct its business and control its agents, employees, invitees, licensees and visitors in such manner as not to create any nuisance or interfere with, annoy, or disturb any other tenant or occupant of the Property.

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

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

Initials: _____ / _____

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

7. Interference of Rights. Except as provided in this Agreement (including without limitation the non-interference provisions of this Section 7), LESSEE shall not use the Leased Premises in any way that interferes with the use of the Property by LESSOR or its third party lessees or licensees with rights in the Property prior in time to LESSEE's. Similarly LESSOR shall not use, nor shall LESSOR permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way that interferes with the operations of LESSEE. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In any event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice. LESSOR represents and warrants that it has not sold, leased, licensed or otherwise granted rights in the Property that in any way interfere or could reasonably be likely to interfere with LESSEE's rights to the Leased Premises as set forth in this Agreement.

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

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

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

9. Access. During the Term, ingress and egress to the Leased Premises is hereby granted to LESSEE and its subtenants, licensees and customers, including agents, contractors and subcontractors thereof, 24 hours a day, 365 days per year. This ingress and egress shall include the nonexclusive right to and from the Leased Premises, over and across the Property and an access way from nearby public streets and driveways and parking rights for personnel and equipment. LESSEE shall also have a nonexclusive right of way over and across the Property as necessary for the installation, running, servicing and maintenance of electrical power and other utilities necessary to serve LESSEE's Telecommunications Facilities. It is agreed however, that only authorized engineers, employees and contractors, subcontractors, agents of LESSEE, tenant or licensees of LESSEE, government employees, or persons under their direct supervision will be permitted to enter the Leased Premises. LESSOR shall have the right to inspect the Property with reasonable written notice to LESSEE and in the presence of LESSEE's agent. LESSOR shall have the right to access the Property without prior notice in the event of an emergency and shall provide verbal and written notice of such access as soon as reasonably possible thereafter.

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

Initials: _____ / _____

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

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

12. Termination. (a) In addition to other events permitting termination hereunder, this Agreement may be terminated, without any penalty or further liability, as follows: (i) Default of the other party;; (ii) By LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises become technologically unsuitable, in LESSEE's opinion, for LESSEE's Telecommunications Facilities, including but not limited to unacceptable radio signal interference and any addition, alteration or new construction on, adjacent to or in the vicinity of the Leased Premises and/or the Property that blocks, either partially or totally, transmission or receiving paths used by any of the Telecommunications Facilities; (iv) By LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that any Governmental Approval that LESSEE reasonably deems necessary or convenient for the construction, operation, maintenance, reconstruction, modification, addition to or removal of the Telecommunications Facilities is not, in LESSEE's sole discretion, reasonably obtainable or maintainable in the future; (v) By LESSEE, upon thirty (30) days prior written notice, in the event that the Leased Premises cease to be economically viable as a telecommunications site; (vi) By LESSEE, upon thirty (30) days prior written notice to LESSOR, if "Hazardous Substances" (as defined in Section 15 below) are or become present on the Property in violation of "Environmental Laws" (as also defined in Section 15 below); and (vii) . By LESSOR if LESSEE breaches a condition of a government approval or violates applicable federal, state or municipal laws, or fails to maintain required approvals.

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

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

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

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

15. Hazardous Substances. LESSOR represents and warrants to LESSEE that LESSOR: (i) is not presently engaged in, (ii) does not presently have actual knowledge of, (iii) has not at any time in the past engaged in, and (iv) has no actual knowledge that any third person or entity has engaged in or permitted any operations or activities upon, or any use or occupancy of, the Leased Premises, or any portion of the Property, for the purpose of, or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes (“Hazardous Substances”) regulated under any Local, State, or Federal law pertaining to the environment, public health or safety or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances (“Environmental Laws”). LESSOR indemnifies and holds LESSEE harmless from any and all claims of liability under any Environmental Laws for Hazardous Materials which were handled, manufactured, treated, stored, used, transported, spilled, leaked, dumped, discharged, disposed of or otherwise introduced into the Property prior to or after the term of this Agreement, except for claims arising in whole or in any part out of LESSEE’s use or occupancy of the Leased Premises.

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

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

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

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

Initials: _____ / _____

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

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

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

If to LESSOR to: _____

Telephone: () _____
Facsimile: _____

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

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

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

22. Right of First Refusal. LESSOR hereby grants LESSEE a right of first refusal in connection with all requests, proposals or offers from any third party other than the LESSEE to acquire, lease or obtain an easement (or other right of way) under all or any portion of the Property or Leased Premises. LESSOR shall provide LESSEE written notice (the "ROFR Notice") of its receipt of such a request, proposal or offer. Such ROFR Notice shall describe all material terms of such request, proposal or offer and include a copy of such request, proposal or offer. LESSEE shall have thirty (30) days to evaluate such request, proposal or offer and notify LESSOR in writing (the "Acceptance Notice") that it

Initials: _____/_____

intends to exercise its right to consummate such acquisition, lease or obtaining of easement (or other right of way) pursuant to the terms and conditions set forth in such request, proposal or offer. If LESSEE fails to provide LESSOR an Acceptance Notice or within such 30-day period, then LESSOR may proceed with such sale, lease or grant of easement (or other right of way) to such third party as set forth in the ROFR Notice, provided that if the acquisition, lease or obtaining of easement (or other right of way) set forth in the ROFR Notice is not completed within 180 days of when LESSEE notifies LESSOR it does not intend to provide an Acceptance Notice (or, if no such notice is given, 180 days of the deadline for LESSEE providing such Acceptance Notice), then LESSOR shall not complete such transaction(s) with first providing LESSEE an additional ROFR Notice pursuant to the terms of this Section 22, whereupon the provisions of this Section 22 shall again apply.

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

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

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

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

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

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

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

LESSOR:

WITNESS/ATTEST:

[Lessor Entity]

By: _____
Name: _____
Title: _____

LESSEE:

WITNESS:

VARSAITY WIRELESS, LLC

Initials: _____ / _____

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

Initials: _____ / _____

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

Initials: _____/_____

EXHIBIT B

DESCRIPTION OF LEASED PREMISES

Initials: _____/_____

EXHIBIT C

SITE PLAN

To be provided by LESSEE after finalization of plans.

Initials: _____/_____

EXHIBIT D

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

(space above for Recorder's use only)

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

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

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

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

Lessor: _____

Lessee: **Varsity Wireless, LLC**

By: _____
Name: _____

By: _____
Name: Christopher J. Davis

Its: _____

Its: President

Initials: _____/_____

LESSOR

STATE OF _____:

COUNTY OF _____:

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

_____, Notary Public

My Commission Expires: _____.

LESSEE

COMMONWEALTH OF MASSACHUSETTS:

SUFFOLK COUNTY:

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

_____, Notary Public

My Commission Expires: _____.

Initials: _____/_____

EXHIBIT A TO MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF REAL PROPERTY

Initials: _____/_____

EXHIBIT B TO MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT
DESCRIPTION OF LEASED PREMISES

Initials: _____ / _____

EXHIBIT E
SUBORDINATION AND NON-DISTURBANCE AGREEMENT

[Follows on Next Page]

Initials: _____/_____

Site ID#:

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

Initials: _____/_____

EXHIBIT 1

DESCRIPTION OF PREMISES

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

Initials: _____/_____

List for Selectmen's meeting November 17, 2014

Land Use Change Tax (A-5) Reissue from 6/2009

<u>Map/Lot</u>	<u>Address</u>	
98/37	Pickpocket Road	72,025.00



TOWN OF EXETER

10 FRONT STREET EXETER, NH 03833-2792 (603)773-6111 FAX 772-4709

WWW.TOWN.EXETER.NH.US

November 12, 2014

Dear Select board,

The attached Land Use Change Tax (A-5) is being reissued for signature.

The original was signed on June 15, 2009 and paid by Riverwoods on July 1, 2009.

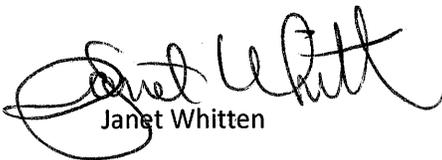
The original was never recorded at The Rockingham County of Registry of Deeds.

The Tax Collector's office is unable to locate the original.

The A-5 needs to be recorded at the Registry to release the Current Use lien against the property. It must have original signatures for the Registrar to accept it.

If there are any questions please let me know or contact the Deputy Tax Collector.

Thank you



Janet Whitten

OFFICE OF THE ASSESSOR

FORM

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

A-5

LAND USE CHANGE TAX

STEP 1 PROPERTY OWNER(S) AND RESPONSIBLE PARTY (if applicable)

PLEASE TYPE OR PRINT	LAST NAME	FIRST NAME	INITIAL
	Riverwoods co at Exeter		
	LAST NAME	FIRST NAME	INITIAL
	RESPONSIBLE PARTY, IF OTHER THAN PROPERTY OWNER [RSA 79-A:7, II(e)]		
	STREET ADDRESS		
	7 Riverwoods Drive		
ADDRESS (continued)			
TOWN/CITY		STATE	ZIP CODE+4
Exeter		NH	03833

STEP 2 PROPERTY LOCATION

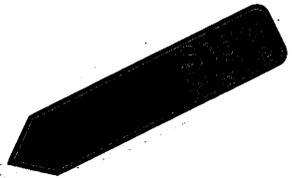
PLEASE TYPE OR PRINT	STREET					
	Pickpocket Road					
	TOWN/CITY			COUNTY		
	Exeter			Rockingham		
	NUMBER OF ACRES		CHECK ONE:		BOOK #	PAGE #
	65.19		PARTIAL RELEASE <input checked="" type="checkbox"/> FULL RELEASE <input type="checkbox"/>			
MAP #	LOT #	MAP #	LOT #	MAP #	LOT #	
98	37					

STEP 3 LOCAL IDENTIFICATION OF LAND BEING DISQUALIFIED

(a) Owners Name of Record When Land Was First Classified Paul Holloway	BOOK # 2467 & 2343	PAGE # 0199 & 0669
(b) Number of Acres Originally Classified	98.00	
(c) Number of Acres Previously Disqualified	32.81	
(d) Acres Disqualified per this Assessment	21.50	
(e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)]	43.69	

STEP 4 ASSESSMENT OF LAND USE CHANGE TAX

(a) Narrative description of the disqualification: Twenty one and one half acres development area for elderly congregate health care facility.	
(b) Actual Date of Change in Use (MM/DD/YYYY)	11/10/2008
(c) Full and True Value at Time of Change in Use	\$ 720,250
(d) Land Use Change Tax [Step 4(c) x 10%]	\$ 72,025.00



STEP 5 SIGNATURES OF A MAJORITY OF SELECTMEN/ASSESSORS

TYPE OR PRINT NAME (in black ink) Julie D. Gilman	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink) Daniel Chartrand	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink) Anne Surman	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink) Nancy Belanger	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink) Donald Clement	SIGNATURE (in black ink)	DATE

STEP 6 LAND USE CHANGE TAX NOTICE (TO BE COMPLETED BY LOCAL ASSESSING OFFICIALS)

PLEASE TYPE OR PRINT	LAST NAME Riverwoods Co. At Exeter	FIRST NAME	
	ADDRESS 7 Riverwoods Drive		
	ADDRESS (continued)		
	TOWN/CITY Exeter	STATE NH	ZIP CODE+4 03833
(a) Date of Release (MM/DD/YYYY)		11/10/2008	
(b) Date of Bill (MM/DD/YYYY)		06/16/2009	
(c) Full and True Value at Time of Change in Use		\$	720,250
(d) Total Tax Due		\$	72,250.00

STEP 7 CHECKS PAYABLE TO AND MAILED TO (TO BE COMPLETED BY TAX COLLECTOR)

(a) Make Check Payable to:			
(b) Mail To:	NAME		
	ADDRESS		
	TOWN/CITY	STATE	ZIP CODE+4
(c) Tax Collector's Office Location:			
(d) Tax Collector's Office Hours:			
(e) Include a separate check in the amount of \$ _____ Payable to _____ for recording fee at County Register of Deeds.			
(f) Payment of this tax is due no later than 30 days after mailing of this bill. Interest, at the rate of 18% per annum, shall be due if this tax is not paid on or before _____			

STEP 8 ACKNOWLEDGMENT OF PAYMENT

SIGNATURE (in black ink) OF TAX COLLECTOR	DATE PAID

TOWN OF EXETER NH										
POTENTIAL PROPERTIES TO DEED FOR 2010 UNPAID TAXES										
BALANCES AS OF 10/1/14										
CURRENT OWNER	MAILING ADDRESS	MAP-LOT	PROPERTY LOCATION	PROPERTY DESCRIPTION	2010 PRINCIPAL DUE AS OF 10/1/2014	PAYMENTS/ ABATEMENTS	2010 PRINCIPAL DUE ON XX/XX/XX	INT/COSTS DUE ON XX/XX/XX	2010 TOTAL DUE ON XX/XX/XX	NOTES
LAND ONLY										
FRAMUENI ALFRED REV TRUST	7 Glen Drive, Lynnfield, MA 01940	75-18	JOLLY RAND RD	21 acres	851.20	-	851.20			
ALFRED FRAMUENI, TRUSTEE										
FRAMUENI JUDITH REV TRUST	7 Glen Drive, Lynnfield, MA 01940	74-81	KINGSTON RD	73 acres	20,477.13	-	20,477.13			
JUDITH FRAMUENI, TRUSTEE										
COMMERCIAL and RESIDENTIAL PROPERTIES										
EXETER ROSE FARM	c/o Anthony A. & Frank Dagostino 22 Oak St., Exeter, NH 03833	54-6	24-46 OAK ST EX	17 acres land & multiple houses	4,355.91	-	4,355.91			
BLUE FIELDS PROPERTY MANAGEMENT LLC	same as property location	65-125	97 FORTSMOUTH AVE	Dry cleaners/laundry	9,901.74	-	9,901.74			
MOBILE HOMES ON LAND OF ANOTHER										
FLYNN III, JOHN	152 Deep Meadow Ln, Exeter, NH 03833	103-6-3	3 DOW ST	1975 mobile home	773.83	-	773.83			
DAGOSTINO, ANTHONY H & DAGOSTINO, FRANK	24 Oak St. Ext., Exeter, NH 03833	54-6-2	48 OAK ST EX	1988 mobile home	952.46	-	952.46			
DEEP MEADOWS MHP										
KILEY, JOHN	same as property location	103-13-1	1 DEEP MEADOWS PK	1988 l.w. mobile home	1,453.82	291.28	1,162.54			
GATES, LESLIE	same as property location	103-13-11	11 DEEP MEADOWS PK	1988 mobile home	924.06	-	924.06			BOS signed 2009 taxes deed waiver on 7/15/13; 2009 taxes \$1,857.13 including interest not paid as of 10/1/14.
HAYES MHP										
LYON, CHRISTINE M	same as property location	64-105-37	37 HAYES MH PK	1968 mobile home	721.69	-	721.69			
FRAME, EDWARD ROSS	same as property location	64-105-101	101 HAYES MH PK	1968 mobile home	688.13	-	688.13			
ICEY HILL COOP MHP										
HOWELL, MICHAEL D & WELCH, CHANDRA	91 Deep Meadow, Exeter, NH 03833	103-15-11	11 ICEY HILL CO OP MH PK	1989 mobile home	590.16	-	590.16			BOS signed 2009 taxes deed waiver on 7/15/13; 2009 taxes \$606.25 including interest not paid as of 10/1/14.
PINECREST MHP										
CONNOR, GARY ALLAN	92 Deep Meadow, Exeter, NH 03833	103-15-12	12 ICEY HILL CO OP MH PK	1972 mobile home	342.58	-	342.58			
PINECREST MHP										
COTE SUSAN	same as property location	87-14-21B	21 SECOND ST PINECREST PK	1953 mobile home	392.19	302.93	89.26			

TOWN OF EXETER NH
 POTENTIAL PROPERTIES TO DEED FOR 2010 UNPAID TAXES
 BALANCES AS OF 10/1/14

CURRENT OWNER	MAILING ADDRESS	MAP-LOT	PROPERTY LOCATION	PROPERTY DESCRIPTION	2010 PRINCIPAL DUE AS OF 10/1/2014	PAYMENTS/ ABATEMENTS	2010 PRINCIPAL DUE ON XX/XX/XX	INT/COSTS DUE ON XX/XX/XX	2010 TOTAL DUE ON XX/XX/XX	NOTES
EXETER RIVER LANDING BLAINE, JOHN M & BLAINE, COLLEEN M	312 Exeter River Landing, Exeter, NH 03833	104-79-204	204 ROBINHOOD DR	1971 mobile home	683.88	-	683.88			Deceased at least 4 years per Lisa @ park. Unit in very bad shape; mold seeps out of doors in summertime. Deceased in April 2009. Intent to Deed Notice in 2013 was to Estate of c/o Tracy Devine, 35 Main St., Kingston, NH 03848 (daughter) (603) 642-6141. Info obtained from Lisa & park. 7/2/13 Atty Paul Tucker, friend of Tracy's called (978) 375-7213 & stated Tracy has no interest & mother died without a will. 7/3/13 Tracy sent letter stating she does not want m. h. or any of its contents. Also state she has no ownership in it and is not responsible for any bills. BOS signed 2009 taxes deed waiver 7/15/13; 2009 taxes \$880.19 including interest still not paid as of 10/1/14. Park ordered home inspection for third week in October 2014 and will then discuss with their attorney.
DEVINE, PATRICIA A	21 Exeter River Landing, Exeter, NH 03833	104-79-302	302 FRIAR TUCK DR	1977 mobile home	716.48	-	716.48			
KOCZELA, KAREN M & KOCZELA, CARLOS	60 Rantoul St. #616, Beverly, MA 01915	104-79-513	513 CANTERBURY DR	1978 mobile home	782.15	589.59	192.56			Karen is deceased. Carlos is son. Per Lisa @ park, everything removed from unit including cabinet doors, furnace. Lisa will send last know contact info on Carlos. 2/11/13 spoke with Lisa @ park. Owner deceased; empty for more than 4 yrs; 2/22/13 Spoke with Lisa @ park - son call because park sent letter, not his problem-will sue if receives another letter. 6/3/13 Intent to Deed notice c/o son Kevin Marshall. 6/4/13 Per Lisa @ park, living room starting to cave in & mold smell very, very bad. BOS signed 2009 taxes deed waiver 7/15/13; 2009 taxes \$4,198.53 including interest still not paid as of 10/1/14.
MARSHALL, DELTINA M	255 Exeter River Landing, Exeter, NH 03833	104-79-14	14 SIR LANCELOT DR	1985 mobile home	1,129.13	-	1,129.13			

**TOWN OF EXETER NH
POTENTIAL PROPERTIES TO DEED FOR 2010 UNPAID TAXES
BALANCES AS OF 10/1/14**

CURRENT OWNER	MAILING ADDRESS	MAP-LOT	PROPERTY LOCATION	PROPERTY DESCRIPTION	2010 PRINCIPAL DUE AS OF 10/1/2014	PAYMENTS/ ABATEMENTS	2010 PRINCIPAL DUE ON XX/XX/XX	INT/COSTS DUE ON XX/XX/XX	2010 TOTAL DUE ON XX/XX/XX	NOTES
EXETER RIVER MHP COOP										
DUMONT, CAROL	c/o Carol Sisson, @ property address	95-64-82	1 ALDER ST	1968 mobile home	377.98	-	377.98			
WELCH, KENNETH M & WELCH, KAREN J	same as property address	95-64-125	11 CHERRY ST	1987 d.w. mobile home	1,068.08	-	1,068.08			
LATTIME, RONALD H	1 Frances Drive, Seabrook, NH 03874	95-64-175	8 HEMLOCK ST	1976 mobile home	591.07	-	591.07			
DOW, JAMES & JODI	HALE, 38 High St., Exeter, NH 03833	95-64-182	11 HEMLOCK ST	1997 d.w. mobile home	1,188.55	-	1,188.55			3/31/14 - Green Tree Servicing LLC foreclosed on mobile home and sold it the same day. The two deeds were recorded 9/22/14. New owners listed on report. Mailing address per recorded deed.
TIRICO, BETH A	same as property address	95-64-165	14 HILTON AVE	1988 mobile home	853.63	-	853.63			
JOSEPHSON, FRANCIS H JR	same as property address	95-64-314	38 HILTON AVE	1976 mobile home	580.15	-	580.15			
FREEMAN, MELISSA	same as property address	95-64-315	40 HILTON AVE	1988 mobile home	964.62	-	964.62			
HAYWARD, CHARLES L & HAYWARD, JEANNE	same as property address	95-64-332	74 HILTON AVE	1970 mobile home	512.59	-	512.59			
ROME, RUSSELL R JR	same as property address	95-64-382	23 JUNIPER ST	1980 mobile home	890.70	775.64	115.06			
PARSONS, AUDREY A	same as property address	95-64-145	22 MORTON ST	19980 mobile home	944.10	-	944.10			
O'KEEFE, PATRICIA	same as property address	95-64-146	24 MORTON ST	1996 mobile home	981.14	9.58	971.56			
GARLAND, KENNETH & GARLAND, RENETTA	same as property address	95-64-251	7 PEACH ST	1988 mobile home	485.49	-	485.49			BOS signed 2009 taxes deed waiver on 7/15/13; 2009 taxes \$524.86 including interest still not paid as of 10/1/14.
MORIARTY, MICHAEL J & MORIARTY, SUSAN L	same as property address	95-64-47	4 WAYLAND CIR	1978 mobile home	502.11	-	502.11			
PIKE, MARK & PIKE, CYNTHIA	same as property address	95-64-46	6 WAYLAND CIR	1989 d.w. mobile home	860.14	-	860.14			
KNOWLES, WILLIAM & COMEAU, ROSEMARIE	same as property address	95-64-42	16 WAYLAND CIR	1976 mobile home	530.87	-	530.87			New owners 3/21/13. They have not kept up with payment plan; last payment April 2014-partial for 2009. BOS signed 2009 deed waiver on 7/15/13. 2009 taxes balance including interest \$691.06 as of 10/1/14. New owners have paid 2013 taxes and 2014 first half taxes.
TOTALS					57,067.76	1,969.02	55,098.74			



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: sriffie@exeternh.gov

Facility Requested:

Wheelwright Room

Nowak Room

Town Hall RM

Representative Information:

Name: Bern Dupell Address: 2 center st

Town/State/Zip: exeter Phone: 778-7147

Email: bern@bern-design.com Date of Application: _____

Organization Information:

Name: Lights Comm Address: same

Town/State/Zip: _____ Phone: _____

Reservation Information: Parade mtg 11/11 - mon

Type of Event/Meeting: Lights meeting Date: 11/17 - mon

Times of Event: 5-7:30 # of tables: _____ # of chairs: _____

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 acceptably cleaned, the deposit fee will be returned to user.

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.

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: Bern Dupell Date: 11/14/14

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

Office Use Only:

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

Fees: 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: sriffle@exeternh.gov

Facility: Town Hall (Main Floor) Bandstand Parking - # Spaces _____ Location _____

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

Representative Information:

Name: Lisa Jennings Address: 60 Main St.

Town/State/Zip: Exeter NH 03833 Phone: 603-661-0116

Email: lcbjennings@gmail.com Date of Application: 11/10/14

Organization Information:

Name: Oyster River Players, Dir. Kelly Eggers Address: 209 Pleasant St.

Town/State/Zip: Epping NH 03042 Phone: 603-679-5664

Reservation Information:

Type of Event/Meeting: Play Date: please see attached

Times of Event: please see attached Times needed for set-up/clean-up: please see attached

of tables: 8 # of chairs: 0 additional Will food/beverages be served? Snacks & concessions

List Town equipment you request to use: sets, furniture, props

Comments: We're applying for three date ranges with this application. Details on attached sheet.

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: _____ Date: 11/10/14

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

Dates and Details for 2015 Town Hall Use Application

Oyster River Players

Lisa Jennings, representative, 603-661-0116

This application covers three requests for the 2015 ORP season:

1. Saturday January 3 - Sunday January 11, 2015
2. Monday May 4 – Sunday May 10, 2015
 - We understand that the Town Hall is already reserved May 1-3, and have adjusted our requested dates accordingly. *If for some reason plans change and those dates become available, we'd like to extend our dates to start May 2.*
 - Also, we understand that the hall is reserved May 7 from 6:30-8:30 pm. We will be sure to vacate the space for that time, and will work with the other group and town officials to ensure the space is ready for the scheduled lecture.
3. Saturday July 4 - Sunday July 12, 2015

The schedule for each show reserved block will be as follows:

- Saturday: move-in for sets and props
- Sunday – Thursday: rehearsals most of the day (10 am – 10 pm)
- Friday: rehearsals during day, show at 7:00 pm
- Saturday: shows at 1:00 and 7:00 pm
- Sunday: show at 1:00 pm, breakdown set, move out, full clean up

For the May show this schedule will adjust as needed to accommodate the previously scheduled events.



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: sniffle@exeternh.gov

Facility: Town Hall (Main Floor) Bandstand Parking - # Spaces _____ Location _____

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

Representative Information:

Name: Katherine Roberts Address: 30 Linden St

Town/State/Zip: Exeter, NH 03833 Phone: 603-235-9893

Email: director@musicalArts.org Date of Application: 11/5/14

Organization Information:

Name: MusicalArts Address: 30 Linden St

Town/State/Zip: Exeter, Nh 03833 Phone: 603-778-4862

Reservation Information:

Type of Event/Meeting: Student Music recitals Date: 12/13, 12/14

Times of Event: afternoon/evening Times needed for set-up/clean-up: Saturday am/Sunday pm

of tables: _____ # of chairs: 100 Will food/beverages be served? no

List Town equipment you request to use: _____

Comments: _____

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: K. Roberts Date: 11/4/14

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

Town Manager Updates

Submitted by: Russell Dean, Town Manager

Week Ending: November 14th, 2014

Updates

FY15 Budget process continues. Several budget recommendations committee meetings have occurred with town manager and board participation – November 5th, 12th, 13th. Current FY15 general fund budget is 1.6% over the FY14 amount.

Second half tax bills have been mailed and should have been received. Questions can be directed to the tax office. Bills are due not later than December 12th.

Met with Selectwoman Surman, Don Briselden, and Kristen Murphy to review form of agreement for storing Exeter Historical Society items at Raynes Barn.

Participated in a Seabrook Drill on November 5th with members of Emergency Management team.

Attended an Economic Development Commission meeting on November 10th, which discussed available property at 4-6 Center Street, and form based code initiative for Portsmouth Avenue.

Most monthly department reports for October have been received.

Town Manager attended the NHMA annual conference in Manchester, NH on November 12th and November 13th.

Town wide facilities plan RFP has been issued and is available on the Town's website.

The ProxCard system in the Town Offices was down for a portion of last week but has been repaired.

Town wide holiday for Veterans Day, Tuesday, November 11th.

The Town received notification that it will receive state aid grant funds related to the Meadowwood Project dating back to 2007. This project was put in abeyance when the SAG program was suspended by Governor Lynch several years ago.

Noise testing was completed as part of the Sportsmen's Club berm project. The Town followed up with URS and the report should be available soon.

Capital Project Updates

1. Groundwater Plant – No report.

2. Wastewater Facilities Plan/Regional Option – Latest preliminary draft report has been received from Wright Pierce.
3. Portsmouth Avenue paving/manhole work – no report.
4. High Street Sidewalks/Paving – Project is nearly complete, final pavement has been laid, line striping to be completed overnight 11/14 and 11/15.
5. Linden/Court Street Culverts – DPW will discuss project at November 20th CIP meeting of Budget Recommendations Committee.
6. String Bridge - Hoyle Tanner contract for project being reviewed by NHDOT and town counsel.
7. Great Dam – Town has received notification of another grant for \$100,000. This grant is in addition to the \$75,060 already received. Work with the Mills on intake issues continues.

Non-Town Projects

1. Unutil natural gas extension – Route 27 – Project is ongoing, with work centering around the Route 27/101 bridge.



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

November 7, 2014



CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

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

RE: BIENNIAL INSPECTION OF MUNICIPALLY OWNED BRIDGES
TOWN OF EXETER

Dear Mr. Dean:

Enclosed are copies of biennial bridge inspection reports for nine municipally owned bridges in the Town of Exeter. Included are a bridge location map and bridge-listing sheet. Approved bridge railing options and details are available at:

http://www.nh.gov/dot/org/projectdevelopment/bridgedesign/detailsheets/index.htm

Please note that Red List bridges are in bold type.

Table with 3 columns: Bridge #, Location, Recommended Posting. Rows include bridge numbers like 044/057, 068/083, 081/046, 081/113, 087/062, 095/063, 102/074, 103/073, 103/074 and their respective locations and recommended postings.

Town Manager's Office

NOV 12 2014

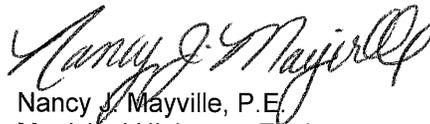
Received

Russell Dean, Exeter Town Manager
November 7, 2014
Page 2 of 2

Please note if there are any changes in the recommended weight posting or lack of postings for your bridges. Even though a bridge may be recommended for a weight posting or closure by the State, the decision to properly post or close the structure is the responsibility of the municipal officials. It is in the best interest of the municipality to post or sign your bridges in accordance with these recommendations. A failure to warn motorists of potential bridge hazards could result in tort liability claims. Also, if your bridges are not posted properly, it will result in forfeiture of any possible federal highway funds for projects in your municipality.

Our bridge inspectors have indicated that the bridges listed on page one of this letter are in compliance with DOT's recommendations; therefore no action needs to be taken by the Town. Please call if there are any questions.

Sincerely,



Nancy J. Mayville, P.E.
Municipal Highways Engineer
Bureau of Planning & Community Assistance
Tel.: (603) 271-3344 / Fax: (603) 271-8093

NJM/sa

Enclosures

cc: Exeter Public Works Director
Commissioner, Department of Education
Risk Management Representative, Local Government Center

S:\Planning\Community Assistance\1-Municipalities\Exeter\Bridge Insp\Biennial 11-7-14.doc



November 6, 2014

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

Re: Installation Rates

Dear Chairman and Members of the Board:

In keeping with our ongoing efforts to provide regular updates regarding our services, I am writing to inform you of the following changes to our installation rates which will be effective January 1, 2015:

Hourly Service Charge from \$33.20 to \$35.80
Additional Outlet (Initial Installation of Service) from \$13.35 to \$14.40
Additional Outlet (After Initial Installation of Service) from \$32.15 to \$33.20
Activate Pre-Existing Additional Outlet (Initial Installation of Service) from \$5.60 to \$6.10
Activate Pre-Existing Additional Outlet (After Initial Installation of Service) from \$22.05 to \$22.95
Relocate Additional Outlet (Initial Installation of Service) from \$13.35 to \$14.50
Relocate Additional Outlet (After Initial Installation of Service) from \$28.55 to \$30.30
Connect VCR/DVD (Initial Installation of Service) from \$7.90 to \$7.75
Connect VCR/DVD (After Initial Installation of Service) from \$16.35 to \$19.00
Upgrade of Service from \$26.30 to \$28.45
Downgrade of Service from \$12.05 to \$12.40
In-Home Service Visit (Video, per occurrence) from \$32.10 to \$37.05

Please be advised Customers are receiving notification, in advance via bill message, of these changes. Should you have any questions, please do not hesitate to contact me at 603.334.3603.

Sincerely,

Jay Somers

Jay Somers, Sr. Manager
Government & Regulatory Affairs

Bow Brook Place
46 Donovan Street
Concord, NH 03301-2624

(603) 225-2841
(800) 698-2364

www.nhprimex.org

October 15, 2014

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

RE: **Contribution Assurance Program (CAP)** for CY 2016 and 2017 for the
Property & Liability Program

Dear Russell:

Primex³ is pleased to offer Town of Exeter the option of participating in the **Contribution Assurance Program (CAP)** for the next two years. **For members who have demonstrated commitment to the Primex³ pool, CAP provides stability by creating a limit on your Property & Liability contributions for future renewals.**

The following years qualify for the Property & Liability **Contribution Assurance Program (CAP)**:

CY 2016 January 1, 2016 to December 31, 2016

(maximum 9% increase over January 1, 2015 to December 31, 2015 contribution)

CY 2017 January 1, 2017 to December 31, 2017

(maximum 9% increase over January 1, 2016 to December 31, 2016 contribution)

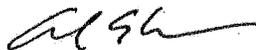
Based on your performance, we are pleased to offer you a **CAP** Agreement that provides you the opportunity to participate in **CAP** until December 31, 2017. (See enclosed **CAP** Agreement and Resolution.) **Please return your executed CAP Agreement and Resolution on or before December 19, 2014** to ensure budgetary peace of mind for the next two renewals.

The percentage listed is a maximum. Actual increases will not exceed that percentage, but could actually be lower, based on each member's and the pool's risk management performance and exposure changes. Performance still impacts contribution amounts, so it remains important for both Primex³ and our members to leverage our partnership to effectively manage risks and any claims that occur.

Our goal has always been to provide members with the best programs at the best value. Now, add the best long-term contribution assurance and you have a commitment like no other. **CAP** provides predictable contributions in the Property & Liability Program that you and your taxpayers can count on for budgetary stability.

Please contact your Member Services Consultant or myself with questions at 800-698-2364.

Sincerely,



Carl Weber
Director of Member Services

Enclosures

**Property & Liability Program
Contribution Assurance Program (CAP) Agreement
THIS AGREEMENT AMENDS AND EXTENDS YOUR MEMBERSHIP AGREEMENT
PLEASE READ CAREFULLY**

Primex³ is offering members in our **Property & Liability Program** an opportunity to stabilize their annual contributions through participation in our Contribution Assurance Program (**CAP**). **CAP** is offered to members who qualify, providing them predictability by limiting the annual contribution increase during a defined period of years (**CAP Period**). By signing this Agreement, you agree to extend your Membership Agreement for **two (2) years** and Primex³ agrees to guarantee that your annual contribution increase will not exceed nine percent (9%) of the prior year's contribution. Because performance matters with Primex³, you may realize an annual increase that is less than the **CAP** through sound risk management and stable underwriting exposures. The annual member contribution will be based upon your exposure base, members' loss experience, and the rates established each year by the Primex³ Board of Trustees.

We are offering this opportunity so that our members can extend their commitment to pooling through the Primex³ programs. Participation in **CAP** for each year of the **CAP Period** is conditioned upon a two-year commitment to participation in the Primex³ Property & Liability Program.

The following **CAP Period** years qualify for the Contribution Assurance Program (**CAP**):

CY 2016 January 1, 2016 to December 31, 2016

(maximum 9% increase over January 1, 2015 to December 31, 2015 contribution)

CY 2017 January 1, 2017 to December 31, 2017

(maximum 9% increase over January 1, 2016 to December 31, 2016 contribution)

By signing this Agreement, the **Town of Exeter** agrees to extend its risk pool membership and participation in the Primex³ **Property & Liability Program** for two coverage period years, through **December 31, 2017**. The **Town of Exeter** agrees and understands it remains bound by and subject to the terms and conditions of the Membership Agreement, Public Entity Coverage Documents and Trust Agreement, and all Trust by-laws, policies and procedures.

The **Town of Exeter** agrees that the nine percent (9%) maximum increase currently available for this **CAP Period** does not apply to any other year or period of years, and upon expiration of the **CAP Period** in this Agreement, any subsequent participation in a Primex³ **CAP** will be subject to underwriting review, membership criteria, **CAP** criteria, determination of contribution and the maximum increase in place for the subsequent **CAP Period**.

The **Town of Exeter** further acknowledges that by extending its Membership Agreement for two (2) coverage period years, the Public Entity Coverage Documents, General Conditions Section (L) ("Terminating Participation in Our Program(s)") is suspended during year one (1) of the two (2) year term, as there is no right to cancel or terminate during year one (1) but shall be reinstated for the end of year two (2).

The **Town of Exeter** agrees that failure to provide notice in strict accordance with the Public Entity Coverage Documents, General Conditions Section (L) shall result in automatic renewal of risk management pool membership and continuation in the Primex³ Property & Liability Program, but not continuation of **CAP** which must be separately offered and accepted.

Primex³ acknowledges that the Member is a NH public entity which receives budgetary authorization for appropriations from an annual meeting of its legislative body and pertains to a fiscal year which commences on the following January 1 or July 1, of any given year. The Member also acknowledges that it is legally required to carry insurance coverage. As such, if the legislative body, at such annual meeting for any years that are within the anticipated term of the contract, fails to approve such appropriation, and there are no other lawful means of funding the coverage, this contract may be terminated by the Member by notice to Primex³ made within 30 days of the legislative action at which such funding initiative was defeated and such cancellation shall be effective as of the commencement on the following fiscal year or on the anniversary of the policy, whichever first occurs.

The Member, however, agrees that it shall seek the requisite appropriations in good faith and that the availability of lower cost or otherwise preferable coverage alternatives during the term of this Agreement shall not constitute a good faith and permissible basis on which to fail to pursue the appropriations or assert that appropriations are unavailable. In the event of an early termination, the Member agrees to return the difference between the **CAP** increase and the uncapped contribution.

By affixing my signature below, I am attesting, representing and warranting that I am a duly authorized representative of the governing body of the **Town of Exeter** with legal authority to contractually bind the **Town of Exeter** to the terms of this Agreement, and that I understand the commitment being made to membership in the Primex³ risk management pool and participation in the Property & Liability Program.

Authorized Representative
of the Governing Body

Title

Date

Print Name

**RESOLUTION TO ENTER PRIMEX³
Property & Liability Contribution Assurance Program (CAP)**

RESOLVED: To hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex³) to enter into its **Property & Liability Contribution Assurance Program (CAP)** as of the date of the adoption of this resolution, and to be contractually bound to all of the terms and conditions of Primex³ risk management pool membership during the term of the **Property & Liability Contribution Assurance Program (CAP)**. The coverage provided by Primex³ in each year of membership shall be as then set forth in the Coverage Documents of Primex³.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of the **Town of Exeter** adopted on _____.

Board: _____

Title of Board

Signature: _____

Name: _____

Title: _____ duly authorized

Date: _____

Bow Brook Place
46 Donovan Street
Concord, NH 03301-2624
(603) 225-2841
(800) 698-2364
www.nhprimex.org

October 15, 2014

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

RE: **Contribution Assurance Program (CAP)** for CY 2016 and 2017 for the Workers' Compensation Program

Dear Russell:

Primex³ is pleased to offer Town of Exeter the option of participating in the **Contribution Assurance Program (CAP)** for the next two years. **For members who have demonstrated commitment to the Primex³ pool, CAP provides stability by creating a limit on your Workers' Compensation contributions for future renewals.**

The following years qualify for the Workers' Compensation **Contribution Assurance Program (CAP)**:

CY 2016 January 1, 2016 to December 31, 2016

(maximum 10% increase over January 1, 2015 to December 31, 2015 contribution)

CY 2017 January 1, 2017 to December 31, 2017

(maximum 10% increase over January 1, 2016 to December 31, 2016 contribution)

Based on your performance, we are pleased to offer you a **CAP Agreement** that provides you the opportunity to participate in **CAP** until December 31, 2017. (See enclosed **CAP Agreement and Resolution**.) **Please return your executed CAP Agreement and Resolution on or before December 19, 2014** to ensure budgetary peace of mind for the next two renewals.

The percentage listed is a maximum. Actual increases will not exceed that percentage, but could actually be lower, based on each member's and the pool's risk management performance and exposure changes. Performance still impacts contribution amounts, so it remains important for both Primex³ and our members to leverage our partnership to effectively manage risks and any claims that occur.

Our goal has always been to provide members with the best programs at the best value. Now, add the best long-term contribution assurance and you have a commitment like no other. **CAP** provides predictable contributions in the Workers' Compensation Program that you and your taxpayers can count on for budgetary stability.

Please contact your Member Services Consultant or myself with questions at 800-698-2364.

Sincerely,



Carl Weber
Director of Member Services

Enclosures

**Workers' Compensation Program
Contribution Assurance Program (CAP) Agreement
THIS AGREEMENT AMENDS AND EXTENDS YOUR MEMBERSHIP AGREEMENT
PLEASE READ CAREFULLY**

Primex³ is offering members in our **Workers' Compensation Program** an opportunity to stabilize their annual contributions through participation in our Contribution Assurance Program (**CAP**). **CAP** is offered to members who qualify, providing them predictability by limiting the annual contribution increase during a defined period of years (**CAP Period**). By signing this Agreement, you agree to extend your Membership Agreement for **two (2) years** and Primex³ agrees to guarantee that your annual contribution increase will not exceed ten percent (10%) of the prior year's contribution. Because performance matters with Primex³, you may realize an annual increase that is less than the **CAP** through sound risk management and stable underwriting exposures. The annual member contribution will be based upon your exposure base, members' loss experience, and the rates established each year by the Primex³ Board of Trustees.

We are offering this opportunity so that our members can extend their commitment to pooling through the Primex³ programs. Participation in **CAP** for each year of the **CAP Period** is conditioned upon a two-year commitment to participation in the Primex³ Workers' Compensation Program.

The following **CAP Period** years qualify for the Contribution Assurance Program (**CAP**):

CY 2016 January 1, 2016 to December 31, 2016

(maximum 10% increase over January 1, 2015 to December 31, 2015 contribution)

CY 2017 January 1, 2017 to December 31, 2017

(maximum 10% increase over January 1, 2016 to December 31, 2016 contribution)

By signing this Agreement, the **Town of Exeter** agrees to extend its risk pool membership and participation in the Primex³ **Workers' Compensation Program** for two coverage period years, through **December 31, 2017**. The **Town of Exeter** agrees and understands it remains bound by and subject to the terms and conditions of the Membership Agreement, Public Entity Coverage Documents and Trust Agreement, and all Trust by-laws, policies and procedures.

The **Town of Exeter** agrees that the ten percent (10%) maximum increase currently available for this **CAP Period** does not apply to any other year or period of years, and upon expiration of the **CAP Period** in this Agreement, any subsequent participation in a Primex³ **CAP** will be subject to underwriting review, membership criteria, **CAP** criteria, determination of contribution and the maximum increase in place for the subsequent **CAP Period**.

The **Town of Exeter** further acknowledges that by extending its Membership Agreement for two (2) coverage period years, the Public Entity Coverage Documents, General Conditions Section (L) ("Terminating Participation in Our Program(s)") is suspended during year one (1) of the two (2) year term, as there is no right to cancel or terminate during year one (1) but shall be reinstated for the end of year two (2).

**RESOLUTION TO ENTER PRIMEX³
Workers' Compensation Contribution Assurance Program (CAP)**

RESOLVED: To hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex³) to enter into its **Workers' Compensation Contribution Assurance Program (CAP)** as of the date of the adoption of this resolution, and to be contractually bound to all of the terms and conditions of Primex³ risk management pool membership during the term of the **Workers' Compensation Contribution Assurance Program (CAP)**. The coverage provided by Primex³ in each year of membership shall be as then set forth in the Coverage Documents of Primex³.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of the **Town of Exeter** adopted on _____.

Board: _____

Title of Board

Signature: _____

Name: _____

Title: _____ duly authorized

Date: _____

Portsmouth Avenue Flexible Planning Initiative

Exeter, New Hampshire

SCOPE OF WORK - ADDITIONAL SERVICES

This Scope of Work and level of effort outlined in the subsequent Fee Schedule assumes a collaborative effort led by the Consultant with assistance from Planning Dept. staff, and Sub-Committee members. Specifically, this assistance would be in the form of review and commentary of draft documents, analysis of existing Town regulations, and drafting of language related to the adoption of Flexible Planning Initiative documents.

1. Regulating Plan

Consultant will develop:

- A. A corridor regulating plan that will depict up to three zones where different scoring thresholds would apply.

2. Design Standards

Consultant will develop:

- A. Basic building form standards governing, placement, scale, and detailing.
- B. Public realm standards defining fundamental site related elements such as parking, service areas, gathering space, landscaping, and lighting. All to ensure buildings compliment neighboring structures, the street, and green space.
- C. Solicit feedback from Committee members via email and online project ftp site. Incorporate Committee member and Board comments on a regular basis and maintain a master document.

3. Scoring System

Consultant will develop:

- A. A numerical rating system that correlates to elements identified in the design standards. The intent of the point system is to clearly disseminate a desired outcome while offering some flexibility in the means by which the outcome is reached. The point system will also remove uncertainty and lead to greater uniformity in the Planning Board review process.
- B. Facilitate a scoring roundtable in which a group of identified individuals (approximately 5) test the scoring procedure and identify target point thresholds using one or two Planning Board applications completed in the past five years.

4. Meetings and Presentations

Consultant will participate in a variety of outreach efforts. It is anticipated that meetings A and B will require the preparation of presentation slides and handouts (*printing by ToE*) which is budgeted as a joint effort between the Consultant, Planning Dept. staff, and Sub-Committee members. The meetings budgeted include:

- A. One(1) Selectmen's Meeting
- B. Two (2) Planning Board Meetings
- C. Two (2) Sub-Committee Meetings

Fee Schedule / Staff Allocation

Portsmouth Avenue Flexible Planning Initiative, Exeter, New Hampshire

TASK	Staff Category					Total Hours	Task Total
	Landscape Architect / PM	Project Landscape Designer	CAD/GIS Technician	Graphic Designer	Clerical / Intern		
1. REGULATING PLAN							
A. Plan Comprised of Three Zones	1.0	0.0	2.0	0.0	0.0	3.0	\$235.00
2. DESIGN STANDARDS							
A. Building Form Standards	8.0	0.0	0.0	10.0	0.0	18.0	\$1,490.00
B. Public Realm Standards	6.0	0.0	0.0	8.0	0.0	14.0	\$1,150.00
C. Document Editing and Management	5.0	0.0	0.0	0.0	10.0	15.0	\$975.00
3. SCORING SYSTEM							
A. Point System Matrix	2.0	0.0	0.0	0.0	5.0	7.0	\$435.00
B. Scoring Roundtable	4.0	0.0	0.0	0.0	1.0	5.0	\$465.00
4. MEETINGS							
A. Selectmen (1)	1.5	0.0	0.0	0.0	0.5	2.0	\$180.00
B. Planning Board (2)	3.0	0.0	0.0	0.0	3.0	6.0	\$450.00
C. Sub-Committee (2)	5.0	0.0	0.0	0.0	0.0	5.0	\$525.00
HOURS BY IRONWOOD STAFF							
HOURS BY IRONWOOD STAFF	35.5	0.0	2.0	18.0	19.5	75.0	
STAFF ALLOCATION	47.3%	0.0%	2.7%	24.0%	26.0%		
DIRECT LABOR RATE	\$48.57	\$34.69	\$30.07	\$30.07	\$20.82		
DIRECT LABOR	\$1,724.24	\$0.00	\$60.13	\$541.21	\$405.91		
NHDOT CERTIFIED OVERHEAD (96.53%)	\$1,664.40	\$0.00	\$58.05	\$522.43	\$391.83		
PROFIT (10%)	\$338.86	\$0.00	\$11.82	\$106.36	\$79.77		
HOURLY RATE BY STAFF (ROUNDED)	\$105.00	\$75.00	\$65.00	\$65.00	\$45.00		
STAFF COST	\$3,727.50	\$0.00	\$130.00	\$1,170.00	\$877.51		
SUB-TOTAL							\$5,905.00
DIRECT COSTS							
Travel and Per Diem							\$75.00
Plotting and Reprographics							\$50.00
TOTAL PROJECT FEE							\$6,030.00

Town of Exeter - 2015 Pay Schedule for Bi-Weekly Payroll

January						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

October						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

May						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

March						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

September						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Pay Weeks:

- December 29, 2014-January 11, 2015
- January 12-January 25, 2015
- January 26-February 8, 2015
- February 9-February 22, 2015
- February 23-March 8, 2015
- March 9-March 22, 2015
- March 23-April 5, 2015

Pay Weeks:

- June 29-July 12, 2015
- July 13-July 26, 2015
- July 27 - August 9, 2015
- August 10-August 23, 2015
- August 24-September 6, 2015
- September 7-September 20, 2015
- September 21-October 4, 2015

Pay Weeks:

- October 5-October 18, 2015
- October 19-November 1, 2015
- November 2-November 15, 2015
- November 16-November 29, 2015
- November 30-December 13, 2015
- December 14-December 27, 2015
- December 28, 2015-January 10, 2016