

Exeter Board of Selectmen Meeting
Monday, December 15th, 2014, 6:40 p.m.
Nowak Room, Town Office Building
10 Front Street, Exeter, NH

1. Call Meeting to Order
2. Bid Openings/Awards
 - a. Water/Sewer Chemicals
 - b. EMS Billing Administration
 - c. Recreation Pool Resurfacing
3. Public Comment
4. Minutes & Proclamations
 - a. Proclamations/Recognitions
 - b. Regular Meetings: December 1st, 2014
5. Appointments
6. Discussion/Action Items
 - a. New Business
 - i. Report: Exeter Sportsmen's Club Site Noise Test
 - ii. Economic Development: Epping Road TIF
 - iii. FY15 Budget & Warrant Articles
 - b. Old Business
 - i. Classification Plan Update
 - ii. Road Acceptances: Winslow Drive, Squire Way
 - iii. Housing Committee Charge
7. Regular Business
 - a. Tax, Water/Sewer Abatements & Exemptions
 - b. Permits & Approvals
 - i. Assessing Revaluation Agreement 2015
 - c. Town Manager's Report
 - d. Selectmen's Committee Reports
 - e. Correspondence
8. Review Board Calendar
9. Non Public Session
10. Adjournment

Julie Gilman, Chairwoman
Exeter Selectboard

Posted: 12/12/14 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

Draft Minutes

Exeter Board of Selectmen

December 1, 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.

As the entire Exeter High School Girls Soccer team was there, Chairwoman Gilman went right into proclamations. She asked the girls introduce themselves, so they went around told their names, grades, and where they're from. Selectwoman Surman presented the girls and coach with a plaque displaying 2014 Division 1 State Champions. Mr. Dean asked what their hardest challenge was this year and the coach explained their drive to win.

2. Bid Openings/Awards:

None.

3. Public Comment

Don Woodward asked to reserve some time for some upcoming agenda items.

Brenda Stringly, an Exeter resident, spoke on the bus situation. She said there are several disabled people who need the bus. For her, losing the bus means losing freedom. She suffers from a disability and relies on the bus to bring her to the mall to get craft stuff as part of her therapy. She crochets for her PTSD. She needs the bus. She asked to start being proactive so Exeter can keep the bus routes. She wants to prevent the conflict of now having it from coming up. Chairwoman Gilman said there was a meeting last Monday held by COAST. She said nothing will change soon, but there are some ideas out there. She said they can keep COAST in the loop with the resident's concerns and give them direct contact information.

Dana Trahan, Exeter resident, said she is glad this is being looked upon. She said it makes a difference for the public to know the Board backs them up.

Pauline, an Exeter resident, said she needs the bus for independence. She is also handicapped and doesn't want to lose that independence.

Beth Dupell talked about Ring in the Season. She urged townspeople to come out and enjoy all the four days of activities around town. She said the schedule of events is in a flyer which was in the Sunday Portsmouth Herald and it is also on the website. She said in regards to holiday lights, they had a successful weekend the 22nd and 23rd putting lights up. She went on to go briefly through the schedule of events. Visit www.ringintheseason.info for a list.

Darius Thompson said the parade will be 12/6 at 5:30 and invited Mr. Dean and the Board to walk in it. He also mentioned that he likes the improvements on Portsmouth Ave. He said he would like the crosswalks to be repainted to brighten them up around town.

4. Minutes and Proclamations

a. Proclamations/Recognitions

See above.

b. Regular Meeting: November 17, 2014

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger to accept the minutes of the November 17, 2014 BOS minutes as submitted by Nicole Piper. Motion carried – all in favor.

5. Appointments

None.

6. Discussion/Action Items

a. New Business

i. FY15 Budget and Warrant Articles

Chairwoman Gilman said the Budget Recommendation Committee came up with a 1.36% increase over 2014. The recommended budget is \$17,314,056. She said she appreciates all the work done by the BRC.

There is a memo in the packet which breaks down the warrant articles. She went through them.

Chairwomen Gilman said there will be a couple more meetings on the budget.

Corey Stevens, Chair of the BRC, gave a quick overview of what the Committee does. He said the BRC was outstanding this year. He thanked everyone for their time and effort.

Chairwoman Gilman thanked Mr. Stevens and said it was a good season. She said thoughtful decisions were made. The Committee was full of experience and she said she likes what they have come up with. Mr. Stevens said there were a lot of good projects presented. It is all about how things are presented and if something didn't pass then it will get looked at in the future.

Vice Chair Chartrand thanked Mr. Stevens and the rest of the Committee and said everyone executed very well. He said there were no projects that were turned down that shouldn't have been. BRC operated at its highest level.

Selectman Clement thanked Mr. Stevens and the Committee as well. He said the 1.36% increase is incredible. The Committee has done a great job. He said there are a couple small things he would like back at. He has some questions on some warrant articles but said that is for another time.

Mr. Dean wanted to recognize the financial department too as they put a lot of work and extra hours into this.

Harry Thayer said the Procedure Guidelines Committee this summer was a highlight in how things went this budget season.

Vice Chair Chartrand asked how they should proceed with any questions. Chairwoman Gilman suggested putting their questions together for the next meeting. Vice Chair Chartrand there are four things he would like to look at: a new position, paving funding, the maintenance project list, and the snow-go unit replacement (not pursuing it.) Deferring or level funding some things will stabilize and/or bring down the tax rate even more. Selectman Clement agreed with holding off on the snow-go replacement.

Selectwoman Surman also thanked the BRC. She said it was a good question and answer experience. She thinks the Fire Alarm Bucket Truck can be put off this year.

Selectman Clement is in full support of the Sidewalk Program for downtown. He would like to look at the additional money that was put in for the sidewalks. He said he has gone back and forth on the Fire Alarm Bucket Truck. He would like to look at the Street Sweeper Replacement and have a conversation.

Selectwoman Belanger was concerned about the town hall stairway money, and thinks more should go back into that fund. She also said the crosswalks in town are a huge issue and need to be painted and brightened.

Chairwoman Gilman had a couple concerns with some water/sewer stuff. She asked the Board to get all their concerns together and bring back questions to the next BOS meeting.

ii. 2015 COLA Discussion

Chairwoman Gilman said it is being recommended that the Board adopt a 1.6% COLA adjustment for full time and part time employees not covered by a union contract.

Selectwoman Surman had some questions about the step raises and COLA adjustments all at once. Mr. Dean said yes, people not covered by a contract will get both if eligible. He said they are trying to make things more consistent by dropping the even odd system and going to every other year steps. Selectman Clement asked if non-union employees all get step increases. Mr. Dean said yes, at the first pay period of July 2015.

Chairwoman Gilman asked if everyone was comfortable with the 1.6% or if they need more time to think about it. Mr. Dean said the 1.6% came from the BLS so it is an accurate number based on the latest data.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger that the Board approve a 1.6% COLA adjustment for full time and part time employees not covered by a union contract, effective the first full pay period of July, 2015. Motion carried with a 4-1 vote, Surman votes nay.

iii. 2014/15 Fuel Contract

Chairwoman Gilman went through the memo in the packet regarding a contract for fixed gas prices with DK Burke which has recently expired. The DPW requested locking into a new contract.

A Motion was made by Vice Chair Chartrand and seconded by Selectman Clement that the Board, in advance, authorize the Public Works Department, with the concurrence of the Town Manager, to lock in favorable gasoline rates with DK Burke in order to capture and contract on the day of quote the best price obtainable for the 2015 operating budget. Selectman Clement asked if the new lock in price would be a higher price. Mr. Dean said that is pretty a-typical. With a Motion on the floor, the Board voted all in favor, Motion granted.

iv. Road Acceptance: Winslow Drive

Chairwoman Gilman asked to put this conversation off until they get more details. She would like to have a DPW employee there for the conversation.

Don Woodward spoke, saying this road abuts his property. There is an access road for ambulances and such that runs into his neighborhood. Plowing snow on the access road has flooded some properties. Heavy construction vehicles have been using the access road for and they would like this to not happen. He wants to make sure snow will not be dumped at the end of their driveways. To sum up, Vice Chair Chartrand asked if Mr. Woodward was requesting that the snow not be piled up against the access road gate. Mr. Woodward said yes.

v. Road Acceptance: Squire Way

This agenda item was also put off until there is more information.

vi. Snow/Ice Capital Reserve Fund Withdrawal

A Motion was made by Selectman Clement and seconded by Selectwoman Surman that the Board support the withdrawal of \$10,700 from the snow/ice deficit capital reserve fund to assist in offsetting the FY14 snow/ice deficit. Motion carried – all in favor.

b. Old Business

None.

7. Regular Business

a. Tax, Water/Sewer Abatements & Exemptions

There were two Intents to Cut, but Selectman Clement requested holding back on them until they get more information. Chairwoman Gilman agreed, saying she would like to know more about it.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to accept abatement for map 111, lot 5, unit 8 in the amount of \$166.78. Motion granted – all in favor.

b. Permits & Approvals

None.

c. Town Manager's Report

Mr. Dean reported the following:

- A town facilities plan pre-meeting today, with 5 firms showing up
- The town is aware of the recycling pick up issues and is talking about how to resolve
- Reminder: tax bills are due December 12
- Scheduling leaf pickup for December 8
- Speaking to Great Bay Charter School on Thursday

- Had a request from the Town Office employees to close the day after Christmas, which is a Friday. Everyone will use their leave time to do so, so it is contingent on everybody agreeing. The consensus is to shut down.

- COAST meeting met in Newmarket. It was an hour and a half meeting. They are getting the information uploaded soon. They talked about 7 alternative routes. They talked about the bus being a commuter on certain days along Route 7. No final decisions were made and there will be a follow-up meeting.

d. Selectmen's Committee Reports

Selectwoman Belanger talked about her notes from the November 24 Gas Emergency Response meeting.

Vice Chair Chartrand reported an Economic Development Committee meeting tomorrow.

Chairwoman Gilman reported Section 106 meeting, a Historic District Committee meeting, and a Heritage Commission meeting.

Selectwoman Surman had nothing to report.

Selectman Clement reported a Planning Board meeting. He said he also attended a Town Safety Committee meeting and a Section 106 preservation meeting.

e. Correspondence

The following correspondence were included in the packet:

- Letter from State Conservation Committee congratulating Exeter on being selected for a \$15,000 grant for the Great Dam removal
- Letter from NHDOT regarding the sale of state owned land
- Letter from NH Division of Forests and Land regarding sale of timber
- Letter from Comcast
- State of NH Public Utilities Commission Request for Proposals
- Top 10 taxpayers of Exeter

8. Review Board Calendar

The next meeting will be December 15 and will include further budget discussion and a conversation about the road acceptances.

9. Adjournment

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to adjourn the meeting at 9:10pm. Motion carried – all in favor.

Respectively submitted,

Nicole Piper
Recording Secretary

Memo

To: Board of Selectmen, Russ Dean Town Manager
From: Assistant Chief Berkenbush
CC: Chief Comeau, File
Date: **December 11, 2014**
Re: Sportsmen's Club Report

I have attached two reports from our consultant at URS. One report is on the cleanup of the clay targets and lead found at the Sportsmen's Club site. The second report is from the sound testing that was done prior to the berm being constructed and after it was completed. Gary Garfield from URS will be doing a short presentation at your meeting on Monday December 15, 2014. He will present the information from the reports as well as providing explanations to the meaning of these reports. He will also answer questions that anyone may have.

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



November 24, 2014

Project 39743865

Assistant Chief. Ken Burkenbush
Town of Exeter
20 Court Street
Exeter, New Hampshire 03833
via email: asstchief@exeternh.org

**Subject: Shooting Range Noise Measurement Study
Exeter Sportsman's Club
Exeter, NH**

Dear Assistant Chief Burkenbush:

URS Corporation (URS) is pleased to provide the Town of Exeter with our report summarizing the noise study conducted at the Exeter Sportsman's Club located on Portsmouth Avenue in Exeter, New Hampshire. URS has performed sound level measurements at the Exeter Sportsman's Club firing range and three of the closest residential neighborhoods to determine the typical maximum firearm sound level readings prior to and following the installation of an approximate 32-foot wide and 8-foot high berm on the firing range property located in Exeter, New Hampshire.

URS conducted background noise level measurements at the Exeter Sportsman's Club firing range and in the Allen Street, Windemere Lane, and Thornton Street neighborhoods using Type 2 (re ANSI S1.4-1983) sound level meters.

Environmental Noise Parameters

Sound is caused by pressure fluctuations that generate energy waves in the surrounding air. Sound levels are typically measured using a logarithmic decibel (dB) scale. Sound that causes disturbance or annoyance, or unwanted sound, is often called noise. The terms sound and noise are used interchangeably in this report.

Human hearing varies in sensitivity for different sound frequencies. Frequency is the rate of variation of the pressure wave and is typically described in units of cycles per second or Hertz (Hz). Although we can hear sounds between roughly 20 and 20,000 Hz, the human ear is most sensitive to sound frequencies between 500 and 4,000 Hz and is less sensitive to sound frequencies below 250 Hz or above 10,000 Hz. Consequently, several different frequency weighting schemes have been developed to model the way the human ear responds to noise levels. The "A-weighted" decibel scale (dBA) is the most widely used for this purpose. A list of typical sound levels for example sound sources is presented in Table 1. Each increase of 10 dBA is typically perceived as a doubling of loudness and each decrease of 10 dBA is typically perceived as cutting the loudness in half.

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Table 1
Sound Pressure Levels (in dBA) of Typical Noise Sources and Environments

Example Noise Source (at a Given Distance)	Sound Pressure Level in dBA	Example Noise Environment	Human Judgment of Noise Loudness
Commercial Jet Takeoff (200 ft)	120		Threshold of pain
Pile Driver (50 ft)	110	Rock Music Concert	*16 times as loud
Ambulance Siren (100 ft)	100		Very loud
Motorcycle (25 ft)	90	Boiler Room	*4 times as loud
Highway Vehicles (50 ft)	80		*2 times as loud
Passing Cars (25 ft)	70	Urban Daytime	*Reference Loudness
Normal Conversation (5 ft)	60	Busy Office	*1/2 as loud
Light Traffic (100 ft)	50	Suburban Daytime	*1/4 as loud
Bird Calls (distant)	40	Rural Daytime	Quiet
Soft Whisper (5 ft)	30	Quiet Bedroom	Very Quiet
--	20	Recording Studio	Just audible
--	0		Threshold of hearing

*Based on perception, relative to a reference sound pressure level of 70 dBA

Sound pressure at a specific location reduces with distance as it propagates over a larger area, generally in a spherical spreading pattern, away from a point source where the sound waves were generated. Generally speaking, the sound pressure level emitted from a point source (a sound source small in size compared to the distance of interest) decreases by approximately 6 dBA for each doubling of distance from the source. If a sound source can be characterized as a line rather than a point, as is the case for long trains or transmission lines, the sound pressure level drop-off rate generally reduces from 6 dBA to a rate of 3 dBA for each doubling of distance from the source. In addition to this decrease in sound pressure by divergence of sound energy with distance, sound propagation (and thus sound pressure levels at specific locations) is affected by atmospheric and ground conditions. An acoustically absorptive ground condition, as would be the case for loose soil or fresh snow, can add another 1.5 dBA per doubling of distance to the drop-off rate of sound pressure level from a point or line source. Atmospheric conditions, especially temperature and wind current gradients, can significantly affect noise propagation beyond 200 feet from a source, so sound levels are difficult to predict with certainty at large distances.

Applicable Regulations

Section 701 (Unnecessary Noise) of Chapter 7 (Conduct Regulations) in the Town of Exeter Code addresses noise generated by this facility. This regulation prohibits “unnecessary or unusually loud noises which are prolonged, unusual and unnatural in their time, place and use effect, and are a detriment to public health, comfort, convenience, safety, welfare and prosperity of the residents of the Town of Exeter.” Beyond that clause, a list of specific sound sources is provided with associated prohibited times of operation, but firing ranges are not included in that

list. Section 704 of the Code mentions the discharge of firearms, but only in terms of where that can take place. The Sportsman's Club is specifically mentioned in Section 704.3 as a location permitted for such use. There are therefore no quantitative noise limits related to the discharge of firearms at the Sportsman's Club.

Noise Monitoring

To address the potential change in community noise levels after the construction of a berm at the Sportsman's Club, URS monitored the sound levels of gunshots before the construction of the berm (on May 9, 2014) and after the construction of the berm (on November 3, 2014). In addition to monitoring the gunshots on the Sportsman's Club property, noise levels were monitored at representative locations of three of the closest residential communities to the south and northwest of the facility. Figure 1 shows these locations, along with the other closest properties to the proposed facility, superimposed on an aerial map.

The weather conditions during the May monitoring period were favorable for the sound level measurements, with minimal precipitation, light winds (less than 10 miles per hour), and temperatures in the 50s in degrees Fahrenheit. For the November readings, temperatures were in the 40s and there was no precipitation but winds were intermittently gusty. Since only the impulsive maximum levels from the gunshots were of interest, those readings were only recorded when winds were not gusty and the gunshots clearly produced the highest levels at the monitor.

The sound monitors were two Quest Technologies SoundPro DL2 Type 2 (re ANSI S1.4-1983) sound level meters (serial numbers BIN010005 and BIJ040001 for the May readings and BIJ090027 and BIJ090035 for the November readings), field-calibrated before and after the session with a Quest Technologies Model QC-10 calibrator (serial number QIL010345 for the May readings and QIO070216 for the November readings). All instruments had been factory-calibrated within 12 months of their use and field-calibrated before and after each set of readings. All measurement procedures were in accordance with standard industry-accepted practices.

Three types of firearms and associated ammunition were used for these readings, listed from the loudest to the quietest:

- A US Army Carbine Model M1 30-caliber rifle,
- A Ruger Blackhawk 44 Magnum revolver, and
- A US Army Model 1911 45-caliber ACP.

These are representative of the typical sound level range of firearms discharged at the facility. Maximum instantaneous (L_{max}) readings were recorded 50 feet from the firearms and in the representative community locations simultaneously by 2 technicians that were communicating by cell phone. Monitoring was performed at the same locations in May and November for the pre-berm and post-berm conditions, respectively. Figure 2 shows a photograph of the measurement location near the facility during the pre-berm measurements in May and Figure 3 shows that location after the berm was constructed for the November measurements.

The community monitoring locations were representative of three of the closest residences to the facility, namely:

- Intersection of Thornton Street and Towle Avenue, approximately 1200 feet to the south of the facility,
- End of Windemere Lane, approximately 1500 feet to the southeast of the facility, and
- End of Leary Court off of Allen Street, approximately 2500 feet northwest of the facility.

Figure 1. Study area showing the Sportsman's Club in relation to the neighborhood noise monitoring locations.

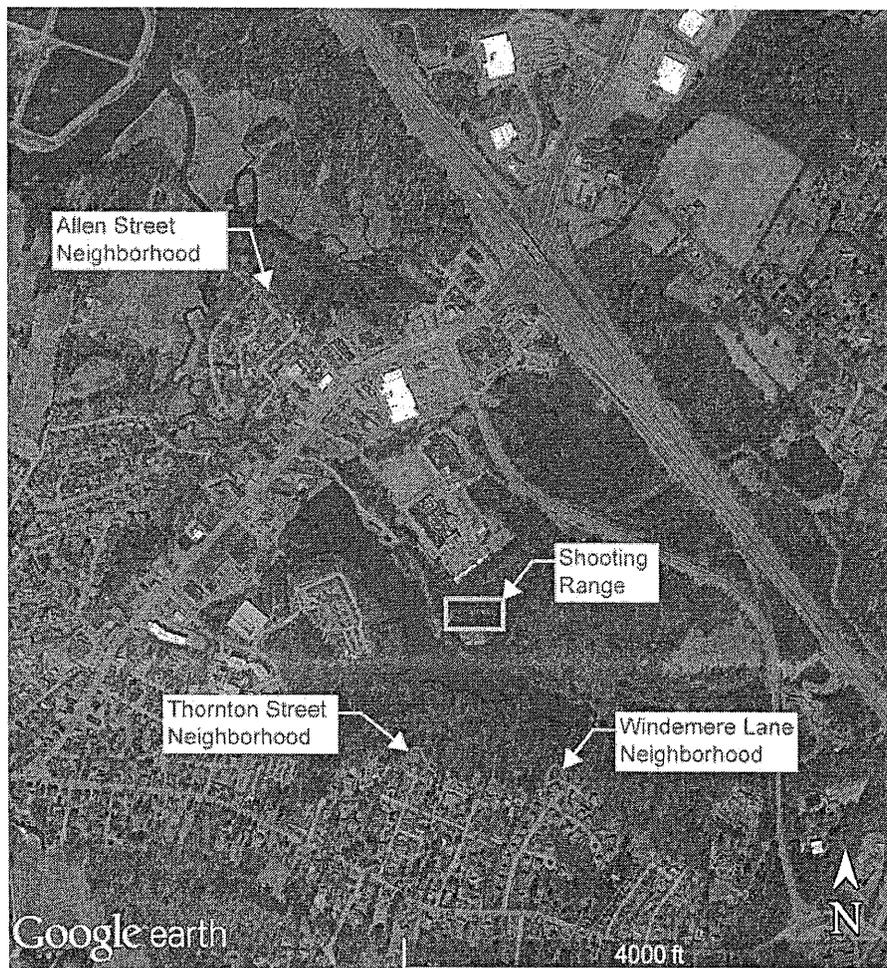


Figure 2. Pre-berm monitoring location outside firing range.



Figure3. Post-berm monitoring location outside firing range.



The results of the monitoring are summarized in Table 2. The gunshots from the facility were not audible during either test at the Leary Court location to the northwest but they were clearly audible at the other monitoring locations to the south. Table 2 shows a significant reduction of sound close to the new berm (between 5 and 14 dBA) but an unmeasurable difference in the closest communities. The large range of differences between pre- and post-berm conditions is indicative of atmospheric effects rather than any effects associated with the berm. This is expected since noise barriers are only effective for sound reduction within 200 feet. This is the case because of a combination of diffraction of sound over and around barriers with the unpredictable variation of sound propagation through continually changing atmospheric conditions. The most noise reduction to be expected from a barrier is up to 15 dBA close to it, which has been demonstrated by these measurements.

**Table 2
 Noise Monitoring Results Summary**

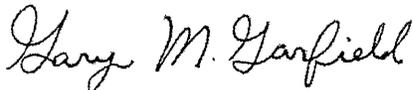
Location	Gun Type	Pre-berm average L _{max} (dBA)	Post-berm average L _{max} (dBA)	Pre-berm/post-berm difference (dBA)
50 feet from firing ranges	M1 Carbine	100.3	86.0	14.3
	44 Magnum	87.8	82.3	5.5
	45 Caliber ACP	83.9	74.7	9.2
Thornton Street & Towle Avenue	M1 Carbine	56.1	64.5	-8.4
	44 Magnum	66.8	66.2	0.6
	45 Caliber ACP	67.0	43.4	23.6
Windemere Lane	M1 Carbine	56.2	56.7	-0.5
	44 Magnum	59.0	64.8	-5.8
	45 Caliber ACP	55.6	59.0	-3.4
Leary Court	M1 Carbine	56.9*	57.4*	N/A
	44 Magnum	60.5*	66.9*	N/A
	45 Caliber ACP	62.1*	70.4*	N/A

*- gunshots not audible above background sounds

In conclusion, the new berm provided a significant sound reduction on the Sportsman's Club property but the combination of distance and atmospheric effects between the berm and the closest residential communities resulted in no repeatable sound reduction from firing activities at those locations.

Feel free to contact us with any questions about this information.

Sincerely,
URS Corporation



Gary M. Garfield, PE
 Principal Engineer
 603-606-4812



James P. Cowan, INCE Bd.Cert.
 Acoustic Engineer
 603-606-4806



October 1, 2014

PN: 39743921

Mr. John Regan,
Hazardous Waste Remediation Bureau
New Hampshire Department of Environmental Services
29 Hazen Drive, P.O. Box 95
Concord, New Hampshire 03302-0095
Via e-mail: john.regan@des.nh.gov

**RE: Corrective Action Report – Area 1
Exeter Sportsman's Club
Waterworks Pond Road
Exeter, New Hampshire
DES Site #200212050, DES Project #12496**

Dear Mr. Regan:

On behalf of the Town of Exeter (Town) and in accordance with *Env-Or 606.14 Corrective Action Prior to Remedial Action Plan Approval*, URS Corporation (URS) is submitting this Corrective Action Summary report for the remediation of the open portion of the trap range located at the Exeter Sportsmans Club (ESC) on Waterworks Pond Road in Exeter, New Hampshire. Figure 1 depicts the location of the site on a US Geologic Services Topographic map. Approval of a scope of work that involved the excavation and off-site disposal of a clay target berm, and the excavation and relocation of lead impacted soils into a new berm along the eastern side of the small bore range, was granted by the New Hampshire Department of Environmental services on October 24, 2013. This work was conducted in order to promote timelier remediation of the portion of the site identified as Area 1 in Figure 2.

On May 9, 2014 the project was initiated under the direction of Mr. Joseph Kenick of the Exeter Sportsmans Club. Work began in the northern and western portions of the former trap range where tree clearing was required. Photograph 1 in Attachment A shows the area where trees were removed between the small bore range and the trap range. This area was clear cut and partially grubbed. Stumps located in the proposed berm alignment remained in place while stumps outside the area were stockpiled and burned to reduce their size. The imported fill that was previously stored on the trap range was relocated to cover the stumps that were left in place in the area where the small bore range berm was to be constructed. Trees along the northern end of the trap range were also cut and grubbed to provide access to the clay target berm (See Photograph 2). Approximately 240 cubic yards of clay targets and soil were removed and disposed of at the Raymond Transfer Station in Raymond, New Hampshire.

On June 16, 2014, URS staked out the limits of the soil excavation. The layout was initiated by identifying the area around sampling location PR1-3 that required 24 inches of poly aromatic hydrocarbon (PAH) impacted soil to be removed (See Photograph 3). This area is where CDM had previously excavated a shallow test pit and had mixed clay target fragments with soils up to 15 inches deep. March 2013 analytical results indicated exceedances of NHDES RCMP S-1 Soil Standards in an approximate 10 foot by 10 foot area. While on site, URS also defined (staked out) the limits of the former trap range requiring 15 inches of lead impacted soil excavation (Photograph 4).

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On the morning of June 20, 2014, excavation began with K.G. Blood and Sons Excavating removing the soil from the vicinity of PR1-3 and along the back of the range where the clay target berm was located. Upon completion of the excavation of 15 and 24 inches of soil, respectively, a total of 5 samples were collected and submitted to Eastern Analytical Incorporated (EAI) of Concord, New Hampshire for PAH analysis using USEPA method 8270. The first three samples designated PAH-1, PAH-2, and PAH-3 were collected from the former clay target berm area (See Photograph 5) while the remaining two soil samples designated PAH-4 and PAH-5 were collected from the 24 inch deep excavation (see Photograph 6). Figure 2 depicts these sample locations. Results of these analyses are summarized in Table 1 and indicated that PAHs were not detected above the laboratory detection limits which were set below the NHDES Risk Characterization and Management Policy (RCMP) Method 1 Soil Standards. Copies of the laboratory analytical reports prepared by EAI are included as Attachment B.

Soil excavation continued in the open trap range portion of the site where 15 inches of lead impacted soil was removed and placed in the small bore range's eastern berm (See Photograph 7). Prior to excavation of this area, ground surface elevations were measured. Excavation was conducted in quadrants with the bottom elevations being surveyed to confirm a minimum of 15 inches of soil had been removed. Photograph 8 of Attachment A shows the area after soil excavation. The orange dots shown in the photo indicate locations of spot elevations. Upon completion of the soil removal, a total of 8 soil samples were collected and submitted to EAI for lead analysis. Results of the analyses are summarized in Table 2 and indicated that concentrations of residual lead in soil ranged from 2.6 to 110 milligrams/kilograms or parts per million (PPM) which is significantly below the NHDES RCMP S-1 Soil Standard of 400 PPM.

Sometime between the end of August to the beginning of September 2014, the areas where excavation had occurred were backfilled to re-establish the base grade. Approximately 3 inches of loam was spread over the area and the area was seeded. In addition, the eastern berm of the small bore range was loamed and seeded to establish a vegetative support layer and to limit the potential for erosion of the berm.

The work described above was conducted as the first phase of a sequential approach to remediating impacts to the environment in the immediate vicinity of the former trap range (Area1). As discussed in the April 17, 2013 "Proposed Scope of Work – Site Investigation" letter to Mr. John Liptak, prior range activities have impacted the former trap range (Area1), the Town owned forested area to the north of the trap range (Area 2) and the forested area to the east reportedly owned by the Blanchard family (Area 3). The remedial response actions undertaken above have resulted in a condition of no significant risk to human health and the environment for Area 1 since there is no longer an exposure pathway to hazardous materials. Since concentrations of lead in soil are present above the NHDES RCMP S-1 Soil Standards in the forested portions of the adjacent properties, Areas 2 and 3 will require the development of a Remedial Action Plan (RAP) to evaluate remedial response actions necessary to achieve a condition of no significant risk to human health and the environment. It is anticipated that work on the RAP will be initiated in 2015 after the Town of Exeter has had the opportunity to include the cost for the RAP in their budget.

The Town of Exeter and URS appreciates the NHDES' consideration of our sequential approach to remediation of the site. If you have any questions about the path forward, or require additional information, please contact either of the undersigned at 603.606.4800.



Sincerely,

URS Corporation

Gary Garfield
Gary Garfield, P.E. LSP
Principal Engineer

Tina L Merritt
Tina Merritt
Project Manager

URS

TABLES

TABLE 1
 RESULTS OF POST CONSTRUCTION PAH SAMPLING
 EXETER SPORTSMANS CLUB
 EXETER, NEW HAMPSHIRE

Parameter	NHDES - RCMP Method 1 Soil Stds.	Sample Designations				
		PAH-01	PAH-02	PAH-03	PAH-04 Pit	PAH-05 Pit
Naphthalene	5	<0.09	<0.08	<0.08	<0.08	<0.09
2-Methylnaphthalene	96	<0.09	<0.08	<0.08	<0.08	<0.09
Acenaphthylene	490	<0.09	<0.08	<0.08	<0.08	<0.09
Acenaphthene	340	<0.09	<0.08	<0.08	<0.08	<0.09
Fluorene	77	<0.09	<0.08	<0.08	<0.08	<0.09
Phenanthrene	NS	<0.09	<0.08	<0.08	<0.08	<0.09
Anthracene	1000	<0.09	<0.08	<0.08	<0.08	<0.09
Fluoranthene	960	<0.09	<0.08	<0.08	<0.08	<0.09
Pyrene	720	<0.09	<0.08	<0.08	<0.08	<0.09
Benzo[a]anthracene	1	<0.09	<0.08	<0.08	<0.08	<0.09
Chrysene	120	<0.09	<0.08	<0.08	<0.08	<0.09
Benzo[b]fluoranthene	1	<0.09	<0.08	<0.08	<0.08	<0.09
Benzo[k]fluoranthene	12	<0.09	<0.08	<0.08	<0.08	<0.09
Benzo[a]pyrene	0.7	<0.09	<0.08	<0.08	<0.08	<0.09
Indeno[1,2,3-cd]pyrene	1	<0.09	<0.08	<0.08	<0.08	<0.09
Dibenz[a,h]anthracene	0.7	<0.09	<0.08	<0.08	<0.08	<0.09
Benzo[g,h,i]perylene	NS	<0.09	<0.08	<0.08	<0.08	<0.09

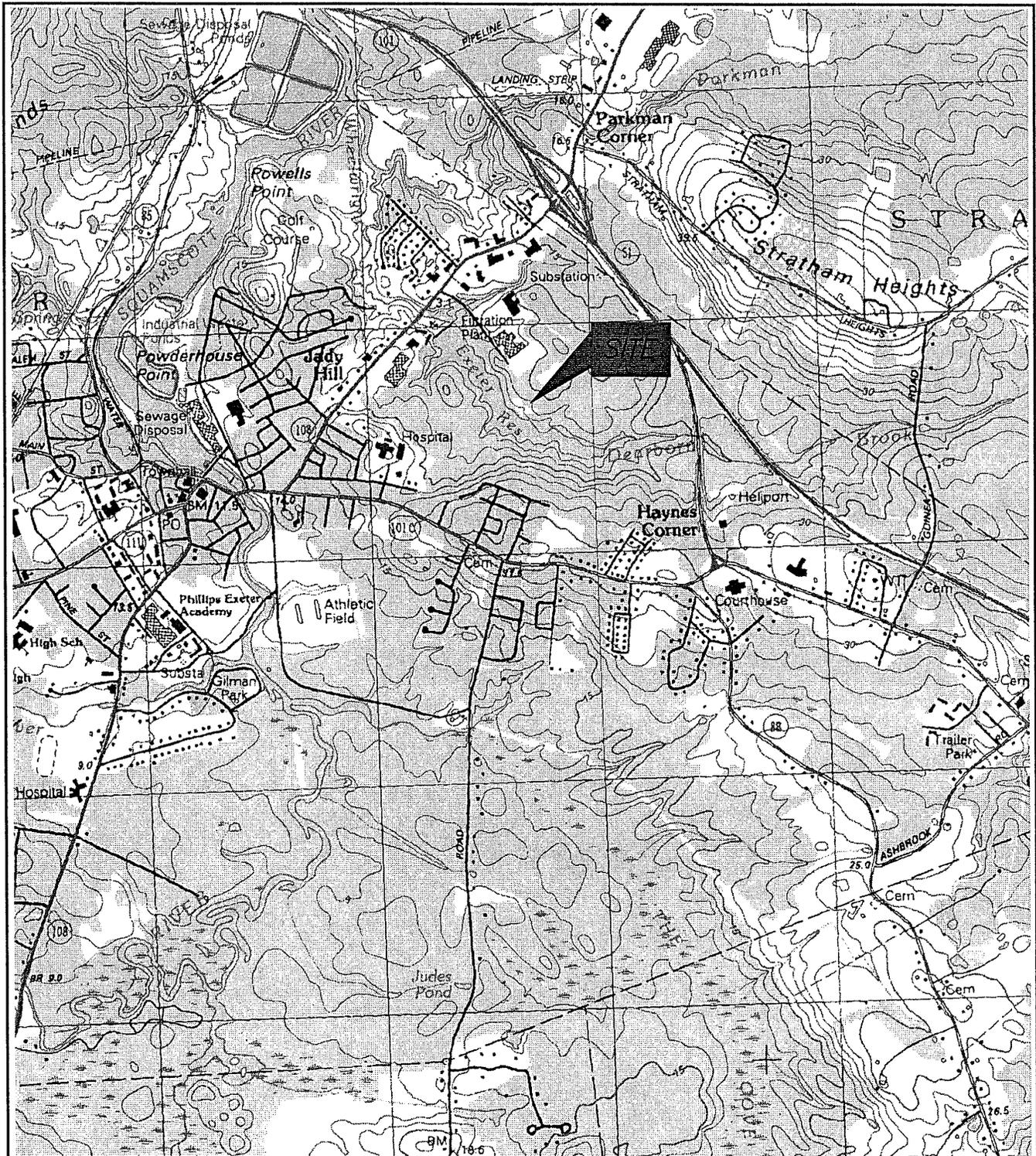
All results reported in mg/kg
 NS- No Standard

TABLE 2
RESULTS OF POST CONSTRUCTION LEAD SAMPLING
EXETER SPORTSMANS CLUB
EXETER, NEW HAMPSHIRE

Location	Units	NHDES S-1 Standard	Results
Lead-01	mg/kg	400	3.9
Lead-02	mg/kg	400	2.6
Lead-03	mg/kg	400	5.0
Lead-04	mg/kg	400	7.4
Lead-05	mg/kg	400	3.9
Lead-06	mg/kg	400	8.5
Lead-07	mg/kg	400	15
Lead-08	mg/kg	400	110

URS

FIGURES



SOURCES:
 USGS EXETER, NH QUADRANGLES
 7.5 MINUTE SERIES TOPOGRAPHIC MAPS
 DATED 1985

0 1000 2000 4000

APPROXIMATE SCALE (FEET)



SITE LOCATION MAP

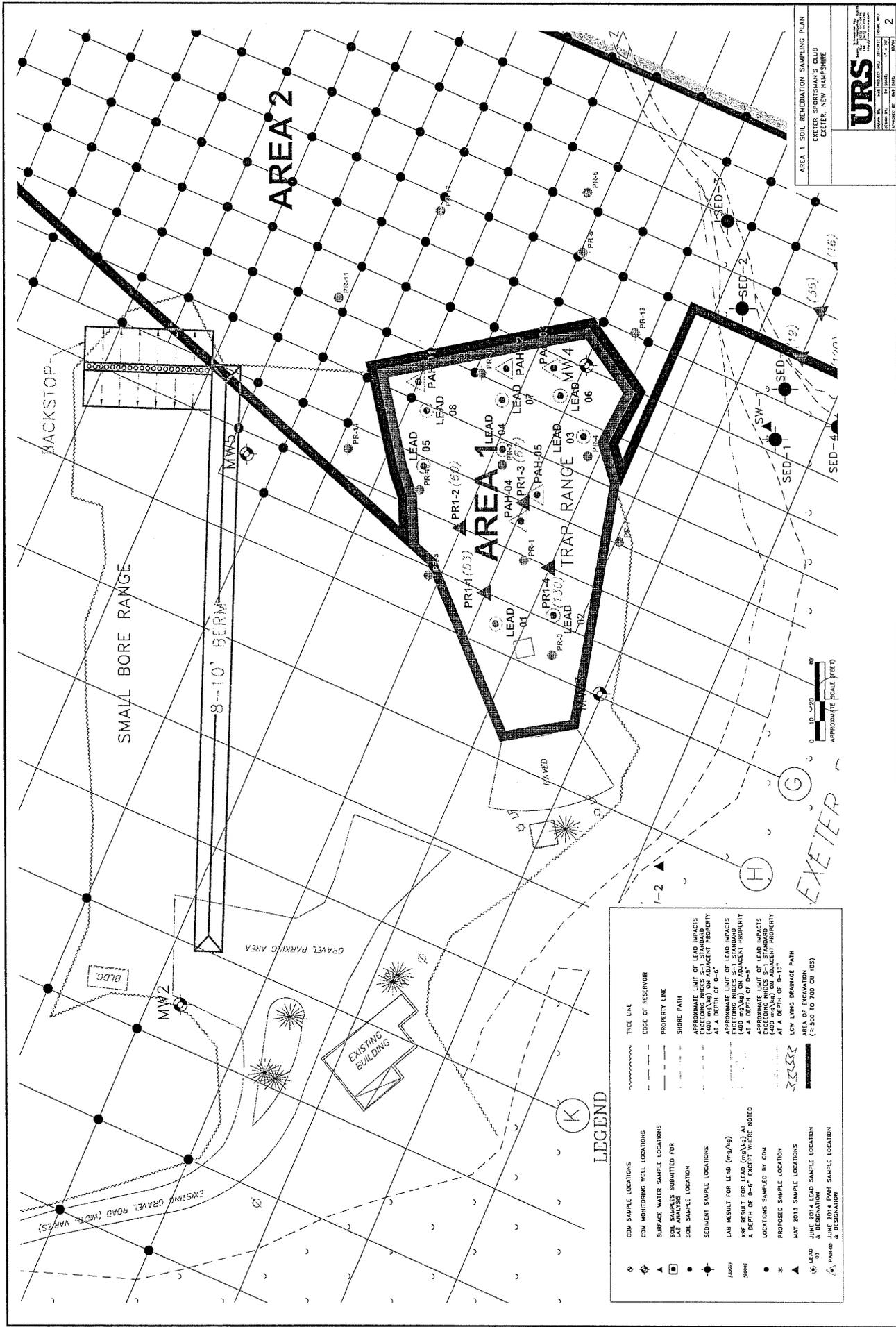
EXETER SPORTSMAN'S CLUB
 PORTSMOUTH AVENUE
 EXETER, NEW HAMPSHIRE

CLIENT Town of Exeter



5 Industrial Way
 Salem, New Hampshire 03079
 TEL: (603) 893-0616
 FAX: (603) 893-6240
<http://www.urscorp.com>

SCALE	NTS	DRAWN BY	BCL	JOB NO.	39742396
DATE	10/06	APPR. BY	ALP	FIG. NO.	1



LEGEND

<ul style="list-style-type: none"> CDM SAMPLE LOCATIONS CDM MONITORING WELL LOCATIONS SURFACE WATER SAMPLE LOCATIONS SOIL SAMPLES SUBMITTED FOR LAB ANALYSIS SOIL SAMPLE LOCATION SEDIMENT SAMPLE LOCATIONS LAB RESULT FOR LEAD (mg/kg) XRF RESULT FOR LEAD (mg/kg) AT A DEPTH OF 0-6" EXCEPT WHERE NOTED LOCATIONS SAMPLED BY CDM PROPOSED SAMPLE LOCATION MAY 2013 SAMPLE LOCATIONS LEAD JUNE 2014 LEAD SAMPLE LOCATION & DESIGNATION PAH05 JUNE 2014 PAH SAMPLE LOCATION & DESIGNATION 	<ul style="list-style-type: none"> TREE LINE EDGE OF RESERVOIR PROPERTY LINE SHORE PATH APPROXIMATE LIMIT OF LEAD IMPACTS EXCEEDING NHDES S-1 STANDARD (400 mg/kg) ON ADJACENT PROPERTY APPROXIMATE LIMIT OF LEAD IMPACTS EXCEEDING NHDES S-1 STANDARD (400 mg/kg) ON ADJACENT PROPERTY AT A DEPTH OF 0-15" APPROXIMATE LIMIT OF LEAD IMPACTS EXCEEDING NHDES S-1 STANDARD (400 mg/kg) ON ADJACENT PROPERTY AT A DEPTH OF 0-15" LOW LYING DRAINAGE PATH AREA OF EXCAVATION (± 500 TO 700 CU YDS)
--	---



ATTACHMENT A
SITE PHOTOGRAPHS

**Exeter Sportsmans Club
Lead and PAH Remediation
Exeter, New Hampshire**



Photograph 1 - Area of tree removal between the small Bore Range and the Former trap Range

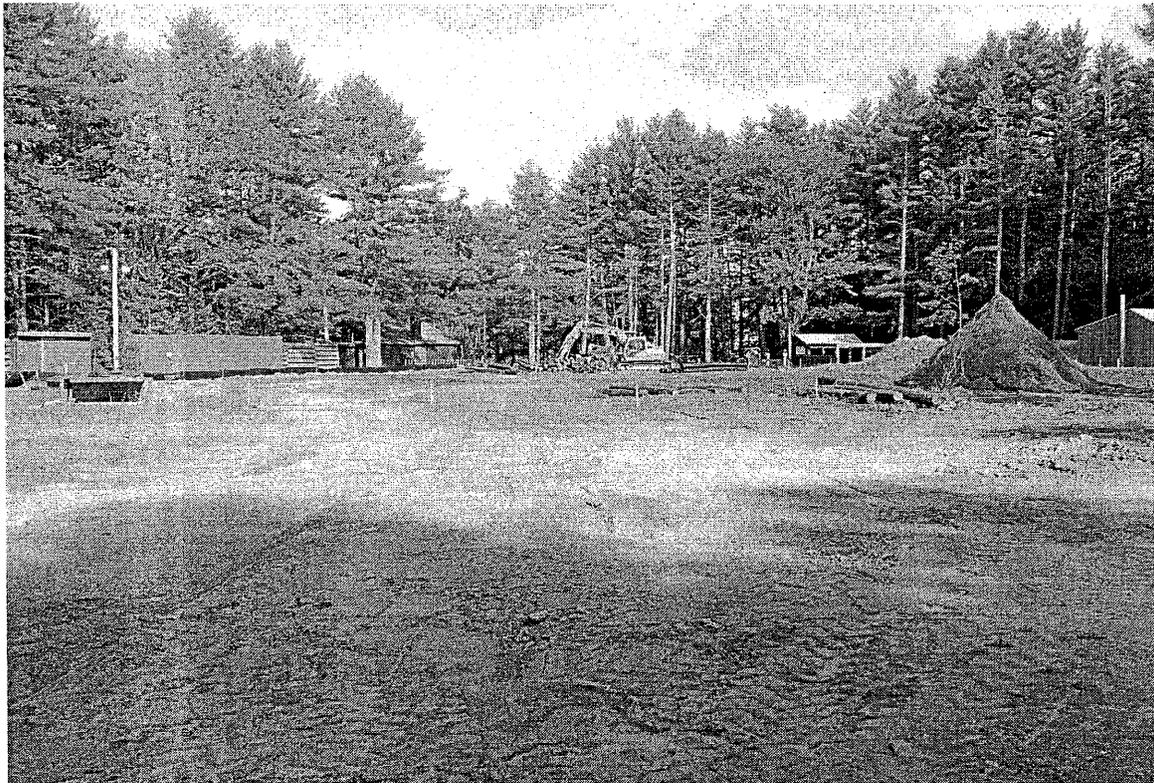


Photograph 2 - Area of clay target berm to be loaded and shipped for off-site disposal

**Exeter Sportsmans Club
Lead and PAH Remediation
Exeter, New Hampshire**



Photograph 3 - Area of PAH removal surrounding sample location PR1-3 delineated with caution tape



Photograph 4 - Area of the trap range designated for 15 inches of soil removal

Exeter Sportsmans Club
Lead and PAH Remediation
Exeter, New Hampshire



Photograph 5 - Area of former clay target berm



Photograph 6 - Area of PAH impacted soil removal to 24 inches

(Orange circles indicate sample locations)

Exeter Sportsmans Club
Lead and PAH Remediation
Exeter, New Hampshire

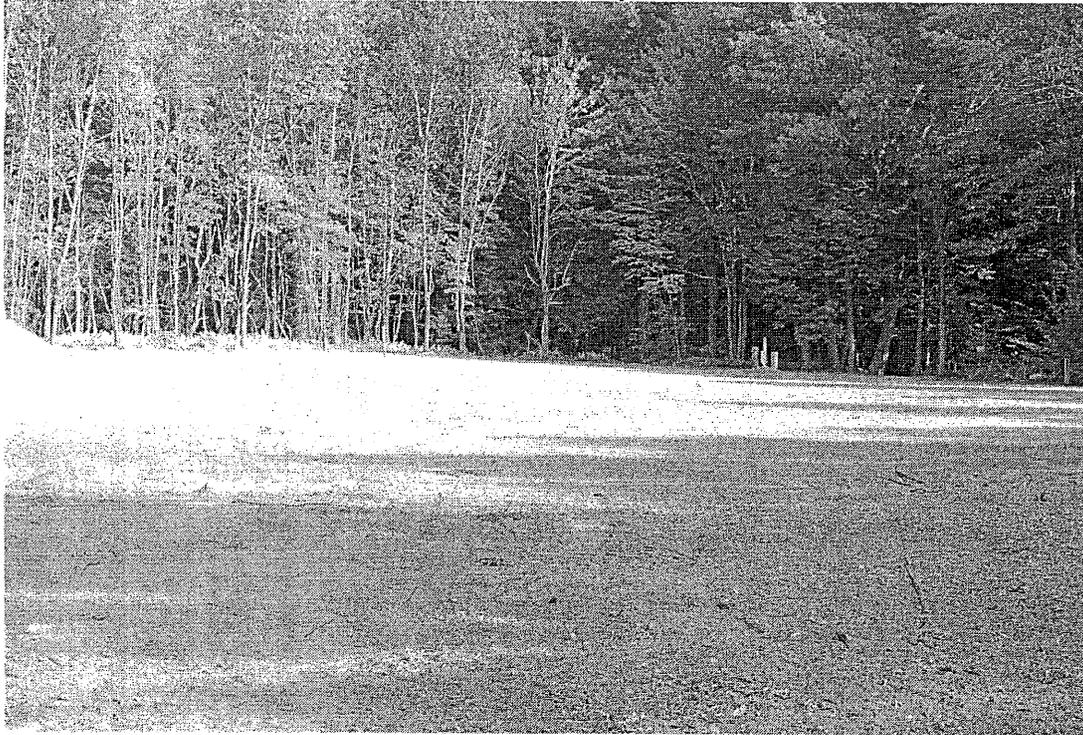


Photograph 7 - Impacted soils placed in small bore range berm



Photograph 8 - Area of the former trap range with 15 inches of soil removed. Orange dots indicate elevation measurement locations

**Exeter Sportsmans Club
Lead and PAH Remediation
Exeter, New Hampshire**



Photograph 9 – Former Trap Range Restored



Photograph 10 – Berm containing lead impacted soils covered with loam and seeded



ATTACHMENT B
ANALYTICAL LABORATORY REPORTS

Gary Garfield
URS Corporation (NH)
1155 Elm Street, Suite 401
Manchester, NH 03101



Subject: Laboratory Report

Eastern Analytical, Inc. ID: 132872 & 132942
Client Identification: Exeter Gun Range / 39743921
Date Received: 6/20/2014 & 6/24/2014

Dear Mr. Garfield :

Enclosed please find the laboratory report for the above identified project. All analyses were performed in accordance with our QA/QC Program. Unless otherwise stated, holding times, preservation techniques, container types, and sample conditions adhered to EPA Protocol. Samples which were collected by Eastern Analytical, Inc. (EAI) were collected in accordance with approved EPA procedures. Eastern Analytical, Inc. certifies that the enclosed test results meet all requirements of NELAP and other applicable state certifications. Please refer to our website at www.eailabs.com for a copy of our NELAP certificate and accredited parameters.

The following standard abbreviations and conventions apply to all EAI reports:

- Solid samples are reported on a dry weight basis, unless otherwise noted
- < : "less than" followed by the reporting limit
- > : "greater than" followed by the reporting limit
- %R : % Recovery

Eastern Analytical Inc. maintains certification in the following states: Connecticut (PH-0492), Maine (NH005), Massachusetts (M-NH005), New Hampshire/NELAP (1012), Rhode Island (269) and Vermont (VT1012).

The following information is contained within this report: Sample Conditions summary, Analytical Results/Data, Quality Control data (if requested) and copies of the Chain of Custody. This report may not be reproduced except in full, without the the written approval of the laboratory.

If you have any questions regarding the results contained within, please feel free to directly contact me or the chemist(s) who performed the testing in question. Unless otherwise requested, we will dispose of the sample(s) 30 days from the sample receipt date.

We appreciate this opportunity to be of service and look forward to your continued patronage.

Sincerely,


Lorraine Olashaw, Lab Director

7.1.14
Date

10
of pages (excluding cover letter)



SAMPLE CONDITIONS PAGE

EAI ID#: 132872

Client: URS Corporation (NH)

Client Designation: Exeter Gun Range / 39743921

Temperature upon receipt (°C): 14.5

Received on ice or cold packs (Yes/No): Y

Acceptable temperature range (°C): 0-6

Lab ID	Sample ID	Date Received	Date Sampled	Sample Matrix	% Dry Weight	Exceptions/Comments (other than thermal preservation)
132872.01	PAH-01	6/20/14	6/20/14	soil	75.0	Adheres to Sample Acceptance Policy
132872.02	PAH-02	6/20/14	6/20/14	soil	88.4	Adheres to Sample Acceptance Policy
132872.03	PAH-03	6/20/14	6/20/14	soil	83.9	Adheres to Sample Acceptance Policy
132872.04	PAH-04 (Pit)	6/20/14	6/20/14	soil	83.0	Adheres to Sample Acceptance Policy
132872.05	PAH-05 (Pit)	6/20/14	6/20/14	soil	79.2	Adheres to Sample Acceptance Policy
132872.06	Lead-01	6/20/14	6/20/14	soil	88.8	Adheres to Sample Acceptance Policy
132872.07	Lead-02	6/20/14	6/20/14	soil	92.1	Adheres to Sample Acceptance Policy

Samples were properly preserved and the pH measured when applicable unless otherwise noted. Analysis of solids for pH, Flashpoint, Ignitibility, Paint Filter, Corrosivity, Conductivity and Specific Gravity are reported on an "as received" basis. Immediate analyses, pH, Total Residual Chlorine, Dissolved Oxygen and Sulfite, performed at the laboratory were run outside of the recommended 15 minute hold time.

All results contained in this report relate only to the above listed samples.

References include:

- 1) EPA 600/4-79-020, 1983
- 2) Standard Methods for Examination of Water and Wastewater, 20th Edition, 1998 and 22nd Edition, 2012
- 3) Test Methods for Evaluating Solid Waste SW 846 3rd Edition including updates IVA and IVB
- 4) Hach Water Analysis Handbook, 2nd edition, 1992



SAMPLE CONDITIONS PAGE

EAI ID#: 132942

Client: URS Corporation (NH)

Client Designation: Exeter Gun Range / 39743921

Temperature upon receipt (°C): 2

Received on ice or cold packs (Yes/No): Y

Acceptable temperature range (°C): 0-6

Lab ID	Sample ID	Date Received	Date Sampled	Sample Matrix	% Dry Weight	Exceptions/Comments (other than thermal preservation)
132942.01	Lead-03	6/24/14	6/24/14	soil	83.7	Adheres to Sample Acceptance Policy
132942.02	Lead-04	6/24/14	6/24/14	soil	93.4	Adheres to Sample Acceptance Policy
132942.03	Lead-05	6/24/14	6/24/14	soil	88.7	Adheres to Sample Acceptance Policy
132942.04	Lead-06	6/24/14	6/24/14	soil	83.0	Adheres to Sample Acceptance Policy
132942.05	Lead-07	6/24/14	6/24/14	soil	78.1	Adheres to Sample Acceptance Policy
132942.06	Lead-08	6/24/14	6/24/14	soil	82.0	Adheres to Sample Acceptance Policy

Samples were properly preserved and the pH measured when applicable unless otherwise noted. Analysis of solids for pH, Flashpoint, Ignitibility, Paint Filter, Corrosivity, Conductivity and Specific Gravity are reported on an "as received" basis. Immediate analyses, pH, Total Residual Chlorine, Dissolved Oxygen and Sulfite, performed at the laboratory were run outside of the recommended 15 minute hold time.

All results contained in this report relate only to the above listed samples.

References include:

- 1) EPA 600/4-79-020, 1983
- 2) Standard Methods for Examination of Water and Wastewater, 20th Edition, 1998 and 22nd Edition, 2012
- 3) Test Methods for Evaluating Solid Waste SW 846 3rd Edition including updates IVA and IVB
- 4) Hach Water Analysis Handbook, 2nd edition, 1992



LABORATORY REPORT

EAI ID#: 132872

Client: URS Corporation (NH)

Client Designation: Exeter Gun Range / 39743921

Sample ID:	PAH-01	PAH-02	PAH-03	PAH-04 (Pit)	PAH-05 (Pit)
Lab Sample ID:	132872.01	132872.02	132872.03	132872.04	132872.05
Matrix:	soil	soil	soil	soil	soil
Date Sampled:	6/20/14	6/20/14	6/20/14	6/20/14	6/20/14
Date Received:	6/20/14	6/20/14	6/20/14	6/20/14	6/20/14
Units:	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
Date of Extraction/Prep:	6/23/14	6/23/14	6/23/14	6/23/14	6/23/14
Date of Analysis:	6/24/14	6/24/14	6/24/14	6/24/14	6/24/14
Analyst:	AR	AR	AR	AR	AR
Method:	8270D	8270D	8270D	8270D	8270D
Dilution Factor:	1	1	1	1	1
Naphthalene	< 0.09	< 0.08	< 0.08	< 0.08	< 0.09
2-Methylnaphthalene	< 0.09	< 0.08	< 0.08	< 0.08	< 0.09
Acenaphthylene	< 0.09	< 0.08	< 0.08	< 0.08	< 0.09
Acenaphthene	< 0.09	< 0.08	< 0.08	< 0.08	< 0.09
Fluorene	< 0.09	< 0.08	< 0.08	< 0.08	< 0.09
Phenanthrene	< 0.09	< 0.08	< 0.08	< 0.08	< 0.09
Anthracene	< 0.09	< 0.08	< 0.08	< 0.08	< 0.09
Fluoranthene	< 0.09	< 0.08	< 0.08	< 0.08	< 0.09
Pyrene	< 0.09	< 0.08	< 0.08	< 0.08	< 0.09
Benzo[a]anthracene	< 0.09	< 0.08	< 0.08	< 0.08	< 0.09
Chrysene	< 0.09	< 0.08	< 0.08	< 0.08	< 0.09
Benzo[b]fluoranthene	< 0.09	< 0.08	< 0.08	< 0.08	< 0.09
Benzo[k]fluoranthene	< 0.09	< 0.08	< 0.08	< 0.08	< 0.09
Benzo[a]pyrene	< 0.09	< 0.08	< 0.08	< 0.08	< 0.09
Indeno[1,2,3-cd]pyrene	< 0.09	< 0.08	< 0.08	< 0.08	< 0.09
Dibenz[a,h]anthracene	< 0.09	< 0.08	< 0.08	< 0.08	< 0.09
Benzo[g,h,i]perylene	< 0.09	< 0.08	< 0.08	< 0.08	< 0.09
p-Terphenyl-D14 (surr)	36 %R	53 %R	53 %R	57 %R	39 %R

Detection limits elevated due to low solids content.



QC REPORT

EAI ID#: 132872

Client: URS Corporation (NH)

Batch ID: 63539118674/S062314PAH2

Client Designation: Exeter Gun Range / 39743921

Parameter Name	Blank	LCS	LCSD	Analysis Date	Units	Limits	RPD	Method
Naphthalene	< 0.007	0.78 (47 %R)	0.73 (44 %R) (7 RPD)	6/25/2014	mg/kg	40 - 140	30	8270D
2-Methylnaphthalene	< 0.007	0.88 (53 %R)	0.81 (49 %R) (8 RPD)	6/25/2014	mg/kg	40 - 140	30	8270D
Acenaphthylene	< 0.007	0.82 (49 %R)	0.75 (45 %R) (9 RPD)	6/25/2014	mg/kg	40 - 140	30	8270D
Acenaphthene	< 0.007	0.74 (45 %R)	0.68 (41 %R) (9 RPD)	6/25/2014	mg/kg	40 - 140	30	8270D
Fluorene	< 0.007	0.80 (48 %R)	0.74 (45 %R) (6 RPD)	6/25/2014	mg/kg	40 - 140	30	8270D
Phenanthrene	< 0.007	0.72 (43 %R)	0.69 (42 %R) (2 RPD)	6/25/2014	mg/kg	40 - 140	30	8270D
Anthracene	< 0.007	0.73 (44 %R)	0.71 (43 %R) (2 RPD)	6/25/2014	mg/kg	40 - 140	30	8270D
Fluoranthene	< 0.007	0.73 (44 %R)	0.74 (45 %R) (2 RPD)	6/25/2014	mg/kg	40 - 140	30	8270D
Pyrene	< 0.007	0.75 (45 %R)	0.74 (45 %R) (0 RPD)	6/25/2014	mg/kg	40 - 140	30	8270D
Benzo[a]anthracene	< 0.007	0.71 (42 %R)	0.72 (43 %R) (2 RPD)	6/25/2014	mg/kg	40 - 140	30	8270D
Chrysene	< 0.007	0.68 (41 %R)	0.70 (42 %R) (2 RPD)	6/25/2014	mg/kg	40 - 140	30	8270D
Benzo[b]fluoranthene	< 0.007	0.71 (43 %R)	0.73 (44 %R) (2 RPD)	6/25/2014	mg/kg	40 - 140	30	8270D
Benzo[k]fluoranthene	< 0.007	0.72 (43 %R)	0.72 (43 %R) (0 RPD)	6/25/2014	mg/kg	40 - 140	30	8270D
Benzo[a]pyrene	< 0.007	0.73 (44 %R)	0.75 (45 %R) (2 RPD)	6/25/2014	mg/kg	40 - 140	30	8270D
Indeno[1,2,3-cd]pyrene	< 0.007	0.71 (42 %R)	0.73 (44 %R) (5 RPD)	6/25/2014	mg/kg	40 - 140	30	8270D
Dibenz[a,h]anthracene	< 0.007	0.70 (42 %R)	0.72 (43 %R) (2 RPD)	6/25/2014	mg/kg	40 - 140	30	8270D
Benzo[g,h,i]perylene	< 0.007	0.67 (40 %R)	0.68 (41 %R) (2 RPD)	6/25/2014	mg/kg	40 - 140	30	8270D
p-Terphenyl-D14 (surr)	41 %R	41 %R	41 %R	6/25/2014	mg/kg	30 - 130		8270D

Samples were extracted and analyzed within holding time limits.

Instrumentation was calibrated in accordance with the method requirements.

The method blanks were free of contamination at the reporting limits.

Sample surrogate recoveries met the above stated criteria.

The associated matrix spikes and/or Laboratory Control Samples met acceptance criteria.

There were no exceptions in the analyses, unless noted.

*! Flagged analyte recoveries deviated from the QA/QC limits. Unless noted below, flagged analytes that exceed acceptance limits in the Quality Control sample were not detected in the field samples.



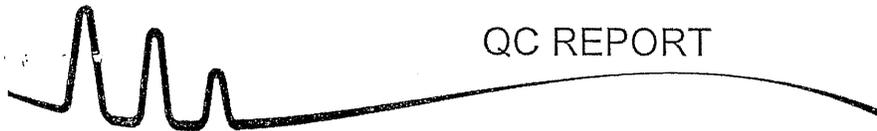
LABORATORY REPORT

EAI ID#: 132872

Client: URS Corporation (NH)

Client Designation: Exeter Gun Range / 39743921

Sample ID:	Lead-01	Lead-02					
Lab Sample ID:	132872.06	132872.07					
Matrix:	soil	soil					
Date Sampled:	6/20/14	6/20/14					
Date Received:	6/20/14	6/20/14					
Lead	3.9	2.6					
			Analytical Matrix	Units	Date of Analysis	Method	Analyst
			SolTotDry	mg/kg	6/23/14	6020	DS



QC REPORT

EAI ID#: 132872

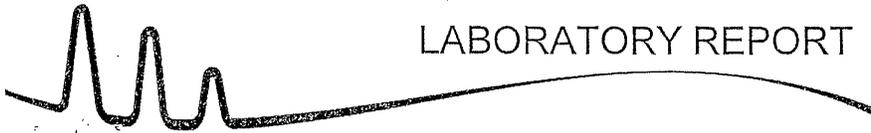
Client: URS Corporation (NH)

Client Designation: Exeter Gun Range / 39743921

Parameter Name	Blank	LCS	LCSD	Units	Date of Analysis	Limits	RPD	Method
Lead	< 0.5	38 (95 %R)		mg/kg	6/23/14	80 - 120	20	6020

Parameter Name	MS/MSD Parent ID	MS/MSD Parent	Matrix Spike	MSD	Units	Date of Analysis	Limits	RPD	Method
Lead	132762.09	2.8	860 (86 %R)	870 (87 %R) (1 RPD)	mg/kg	6/23/14	75-125	20	6020

Samples were analyzed within holding times unless noted on the sample results page.
 Instrumentation was calibrated in accordance with the method requirements.
 The method blanks were free of contamination at the reporting limits.
 The associated matrix spikes and/or Laboratory Control Samples met the above stated criteria.
 Exceptions to the above statements are flagged or noted above or on the QC Narrative page.
 *! Flagged analyte recoveries deviated from the QA/QC limits.



LABORATORY REPORT

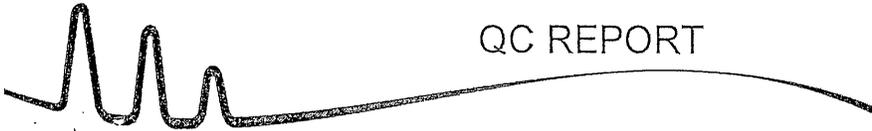
EAI ID#: 132942

Client: URS Corporation (NH)

Client Designation: Exeter Gun Range / 39743921

Sample ID:	Lead-03	Lead-04	Lead-05	Lead-06					
Lab Sample ID:	132942.01	132942.02	132942.03	132942.04					
Matrix:	soil	soil	soil	soil					
Date Sampled:	6/24/14	6/24/14	6/24/14	6/24/14	Analytical		Date of		
Date Received:	6/24/14	6/24/14	6/24/14	6/24/14	Matrix	Units	Analysis	Method	Analyst
Lead	5.0	7.4	3.9	8.5	SolTotDry	mg/kg	6/25/14	6020	DS

Sample ID:	Lead-07	Lead-08							
Lab Sample ID:	132942.05	132942.06							
Matrix:	soil	soil							
Date Sampled:	6/24/14	6/24/14			Analytical		Date of		
Date Received:	6/24/14	6/24/14			Matrix	Units	Analysis	Method	Analyst
Lead	15	110			SolTotDry	mg/kg	6/25/14	6020	DS



QC REPORT

EAI ID#: 132942

Client: URS Corporation (NH)

Client Designation: Exeter Gun Range / 39743921

Parameter Name	Blank	LCS	LCSD	Units	Date of Analysis	Limits	RPD	Method
Lead	< 0.5	39 (99 %R)		mg/kg	6/25/14	80 - 120	20	6020

Parameter Name	MS/MSD Parent ID	MS/MSD Parent	Matrix Spike	MSD	Units	Date of Analysis	Limits	RPD	Method
Lead	132838.52	79	960 (90 %R)	960 (91 %R) (1 RPD)	mg/kg	6/25/14	75-125	20	6020

Samples were analyzed within holding times unless noted on the sample results page.
 Instrumentation was calibrated in accordance with the method requirements.
 The method blanks were free of contamination at the reporting limits.
 The associated matrix spikes and/or Laboratory Control Samples met the above stated criteria.
 Exceptions to the above statements are flagged or noted above or on the QC Narrative page.
 *! Flagged analyte recoveries deviated from the QA/QC limits.

Town of Exeter							
2015 Preliminary Budget Summary							
DEPARTMENT	2012 Actual	2013 Actual	2014 Budget	2015 Prelim Budget	2015 BRC Budget	2015 Default Budget	Notes
General Fund Appropriations							
General Government							
100 Board of Selectmen	38,577	41,200	21,774	25,574	25,274	21,774	
111 Town Manager	186,460	197,421	205,760	213,742	213,742	212,042	
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	
120 Legal	96,359	113,678	80,000	80,000	80,000	80,000	
125 Information Technology	138,645	146,198	149,397	191,302	172,552	161,402	
130 Trustees of Trust Funds	891	891	891	891	891	891	
140 Town Moderator	1,086	323	969	431	431	431	1 Election in 2015
151 Town Clerk	298,061	291,922	327,535	311,503	310,853	310,444	Decreases due to staff turnover
152 Elections/Registration	29,986	12,895	31,077	12,044	9,868	10,968	1 Election in 2015
Total General Government	892,616	905,271	930,437	948,511	926,634	911,555	
Finance							
201 Finance/Accounting	245,248	266,169	273,406	272,726	272,726	273,876	
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	93,044	Increase in legal & deed expenses WRT Consultant Replaces Assessor in 2015
205 Assessing	207,763	215,005	223,817	197,515	202,666	204,090	
Total Finance	558,004	590,284	595,956	573,004	579,855	582,429	
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	
305 Conservation Commission	8,680	9,218	32,682	10,057	10,057	9,827	Raynes Barn roof in 2014
306 Heritage Commission	115	102	1,654	2,088	2,088	1,988	
Total Planning & Building	425,100	436,710	484,928	487,816	486,918	465,928	
Economic Development							
307 Economic Development	309	100	69,149	130,168	125,862	125,213	FULLY OBTAINED IN 2015
Total Economic Development	309	100	69,149	130,168	125,862	125,213	
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	1,896,840	1,882,180	
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	430,779	
Total Police	3,190,470	3,319,514	3,646,020	3,651,688	3,637,648	3,624,768	

Town of Exeter		2012 Actual	2013 Actual	2014 Budget	2015 Prelim Budget	2015 BRC Budget	2015 Default Budget	Notes
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	2,854,942	2,907,970	2,976,232	2,995,496	2,991,931	2,994,580	OT increases
504	Emergency Management	14,162	24,170	26,186	28,816	28,816	26,816	
505	Health	109,247	122,369	160,245	160,708	160,708	154,888	
	Total Fire	3,465,925	3,557,449	3,696,775	3,727,968	3,716,430	3,703,033	
	Public Works - General Fund							
601	Administration & Engineering	328,672	325,560	376,954	441,456	390,756	391,456	
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	831,151	
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	3,554,739	3,652,119	3,592,919	3,560,769	
	Maintenance							
606	General	516,167	555,558	511,347	544,638	619,638	609,313	10K Increase in Maint Projects
607	Recreation Center	24,615	31,950	17,800	23,600	23,600	23,600	Gas & Electric Utilities Increasing
608	Town Hall	33,350	30,260	26,050	30,800	30,800	30,800	(Same as above)
609	Town Office	35,638	29,605	27,950	35,150	35,150	35,150	(Same as above)
610	Senior Center	12,725	13,543	13,600	16,450	16,450	16,450	(Same as above)
611	Safety Complex	57,728	61,606	66,350	69,000	69,000	67,000	(Same as above)
612	DPW Complex	40,843	43,068	40,050	47,700	47,700	45,700	(Same as above)
613	Train Station	5,617	8,914	10,000	11,100	9,900	11,100	(Same as above)
614	Other Town Structures	7,345	7,956	11,600	11,100	11,100	11,600	(Same as above)
615	Mechanics/Garage	210,925	224,791	217,919	234,875	234,875	209,254	FT Mechanic for 9 mos 2015
	Total Maintenance	944,953	1,007,251	942,666	1,024,412	1,098,212	1,059,956	
	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	
802	Parks	154,399	151,014	177,142	174,611	167,661	169,411	
	Total Parks & Recreation	442,849	407,955	448,673	463,721	449,871	451,621	
	Other Culture/Recreation							
116/804	Other Culture/Recreation	18,509	21,848	22,300	22,300	31,300	31,300	Summer concerts included in 2015
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
Public Library	879,787	894,822	910,837	907,308	907,308	907,308	
Library							
Total Library	879,787	894,822	910,837	907,308	907,308	907,308	
Debt Service & Capital							
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	284,293	321,991	
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	SCBA Lease
Total Debt Service & Capital	1,108,184	1,232,101	1,311,292	1,355,297	1,276,655	1,319,352	
Benefits & Taxes							
931 Health Insurance Buyout	88,950	68,501	71,520	81,103	81,103	81,103	15 employees in 2015
933 Unemployment	11,375	11,154	7,042	4,067	4,067	4,067	
937 Worker's Compensation	135,852	147,288	159,080	174,514	174,514	174,514	
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 GF Operating Budget	15,541,491	16,190,010	17,075,046	17,430,258	17,314,056	17,229,185	
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				
Eliot Property Purchase			26,490				
Sidewalk Program			80,000				
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	16,673,533	16,725,462	17,347,955	17,836,308	17,711,006	17,229,185	
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	370,635	369,635						
624 Billing and Collection	88,538	108,418	118,699	134,205	131,205	119,386						
622 Distribution	510,982	508,272	532,123	664,874	658,034	628,324						
623 Treatment	728,628	668,451	737,098	736,314	735,914	738,659						
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	72,500	107,221	Vehicle replacements					
Total W/F Operating Budget	2,297,343	2,164,745	2,538,457	2,830,310	2,789,657	2,784,594						
Sewer Fund												
631 Administration	500,990	349,417	363,052	368,098	352,035	367,585						
634 Billing and Collection	80,823	104,863	118,699	134,205	131,205	119,111						
632 Collection	516,310	503,548	542,938	658,526	695,986	545,391						
633 Treatment	455,772	447,986	451,641	490,187	490,187	460,687						
635-636 Debt Service	258,552	549,042	729,706	611,975	611,975	611,975	Early Debt Retirement 2014					
637 Capital Outlay	114,681	244,205	206,670	124,472	95,759	165,480						
Total S/F Operating Budget	1,927,130	2,199,060	2,412,706	2,387,463	2,377,147	2,270,230						

EXETER TOWN WARRANT – 2015

To the inhabitants of the Town of Exeter, in the County of Rockingham, in the said State, qualified to vote in Town affairs:

First Session

You are hereby notified that the first session (the Deliberative Session) of the Annual Town Meeting will be held on Saturday, January 31st, 2015 beginning at 9:00 a.m. at the Arthur L. Hanson III Center for the Performing Arts at Exeter High School, 1 Blue Hawk Drive. The first session will consist of explanation, discussion and debate of each of the following warrant articles, and will also afford voters who are present the opportunity to propose, debate and adopt amendments to warrant articles, except those articles in which wording is prescribed by state law.

Second Session

The second session of the annual town meeting, to elect town officers by official ballot and to vote on all warrant articles as they may have been amended at the first session, will be held on Tuesday, March 10th, 2015 at the Talbot Gymnasium at the Tuck Learning Center, 30 Linden Street. Polls for voting by official ballot will open at 7:00 a.m. and close at 8:00 p.m.

Article 1

To choose the following: 1 Selectmen for a 3-year term; 1 Supervisor of the Checklist for a 6-year term; 3 Trustees of the Library for a 3-year term; 1 Trustee of Trust Funds for a 3-year term; 1 Trustee of the Robinson Fund for a 7-year term; 1 Trustee of Swasey Parkway for a 3-year term. (Town Clerk to update).

Article 2: Zoning Amendment #1: Are you in favor of the adoption of Amendment #1 as proposed by the Planning Board for the town zoning ordinance, as follows:

Article ____

To see if the Town will vote to raise and appropriate the sum of one million, one hundred eighty thousand and zero dollars (\$1,180,000) for the design and construction of town sidewalks. The Town will authorize the issuance of not more than (\$1,180,000) of bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33) and to authorize the Board of Selectmen to issue and negotiate such bonds or notes and to determine the rate of interest thereon; Debt service will be paid from the general fund (\$1,180,000).

(3/5 ballot vote required for approval.)

BOS (_____).

Article ____

To see if the Town will vote to raise and appropriate the sum of seven hundred eleven thousand and zero dollars (\$711,000) for the replacement of culverts and associated bridge reconstruction work on Linden Street. The Town will authorize the issuance of not more than (\$711,000) of bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33) and to

12/15/2014

authorize the Board of Selectmen to issue and negotiate such bonds or notes and to determine the rate of interest thereon; Debt service will be paid from the general fund (\$711,000).

(3/5 ballot vote required for approval.)

BOS (_____).

Article ____ – Choose Officers

To choose all other necessary Town Officers, Auditors or Committees for the ensuing year.

Article ____

Shall the Town of Exeter raise and appropriate as an operating budget, not including appropriation by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein, totaling \$17,314,056 (DRAFT). Should this article be defeated, the default budget shall be \$17,229,186 (DRAFT) which is the same as last year, with certain adjustments required by previous action of the Town of Exeter or by law, or the governing body may hold one special meeting, in accordance with RSA 40:13, X and XVI, to take up the issue of a revised operating budget only.

(Majority vote required)

Article ____

Shall the Town of Exeter raise and appropriate as a water operating budget, not including appropriation by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein, totaling \$2,789,657 (DRAFT). Should this article be defeated, the water default budget shall be \$2,784,594 (DRAFT) which is the same as last year, with certain adjustments required by previous action of the Town of Exeter or by law.

(Majority vote required)

Article ____

Shall the Town of Exeter raise and appropriate as a sewer operating budget, not including appropriation by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein, totaling \$2,377,147 (DRAFT). Should this article be defeated, the default budget shall be \$2,270,230 (DRAFT) which is the same as last year, with certain adjustments required by previous action of the Town of Exeter or by law.

(Majority vote required)

Article ____

To see if the Town will vote to raise and appropriate, through special warrant article, the sum of seven-hundred fifty thousand and zero dollars (\$750,000) for the purpose of constructing widened shoulders (bike paths) and sidewalks on Kingston Road. The total cost of the project is \$750,000, with the following revenue funding sources: \$150,000 from capital reserve fund established by Article ___ of the 200_ Town Meeting, \$600,000 from a NHDOT grant; furthermore, to authorize the Board of Selectmen to accept any state, federal and other grants and gifts related to the project. This article will not become effective unless the NHDOT grant is awarded to the Town. This article will not impact the tax rate.

(Majority vote required)

Article ____

To see if the Town will vote to raise and appropriate, through special warrant article, the sum of one-hundred twenty-two thousand one hundred dollars (\$122,100), for the purpose of mechanical design, engineering, and replacement of 1999 twin gas-fired boilers at the Exeter Public Safety Complex.

(Majority vote required)

Article ____

To see if the Town will vote to raise and appropriate, through special warrant article, the sum of one-hundred thirteen thousand eight hundred and ninety five dollars (\$113,895), for the support of various human service agencies that will serve Exeter residents in 2015:

Agency	Amount
A Safe Place	\$5,500
Area Home Care	\$13,000
Big Brother/Big Sister	\$9,000
CASA (Court Appointed Special Advocates)	\$500
Child and Family Services	\$12,000
Crossroads House	\$3,500
Families First	\$3,000
Friends Program (formerly RSVP)	\$2,200
Great Bay Kids	\$2,495
Meals on Wheels – Food	\$9,200
New Generation Shelter	\$2,000
New Heights (formerly New Outlook)	\$3,000
NHSPCA	\$1,400
Richie McFarland Center	\$11,100
Rockingham Community Action	\$11,000
Seacoast Family Promise	\$1,500
Seacoast Mental Health	\$8,500
Seacoast VNA	\$5,000
Sexual Assault Support Services (SASS)	\$3,000
St. Vincent De Paul	\$5,000
Womenade of Greater Squamscott	\$2,000

12/15/2014

Total \$113,895

(Majority vote required)

Article ____: Public Safety Communications Improvements (\$100,000)

To see if the Town will vote to raise and appropriate, through special warrant article, the sum of one-hundred thousand dollars (\$100,000), for the purpose of making improvements to the public safety communications system, to enhance emergency radio communications throughout Exeter.

(Majority vote required)

Article ____ - Street Sweeper Lease/Purchase (\$56,482)

To see if the Town will vote to authorize the Board of Selectmen to enter into a lease/purchase agreement for the purpose of lease/purchasing a replacement for the 2005 Street Sweeper for the Exeter Public Works Department, and to raise and appropriate the sum of fifty-six thousand four hundred and eighty-two dollars (\$56,482), which represents the first of 5 annual payments (a total of \$267,677), for that purpose. This lease/purchase will contain an escape (non-appropriation) clause.

(Majority vote required)

Article ____: Snow Ice Deficit Appropriation

To see if the Town will vote to raise and appropriate the sum of fifty-thousand dollars (\$50,000) to be added to the Snow and Ice Deficit Non-Capital Reserve Fund previously established. This sum to come from general fund surplus and no amount to be raised from taxation.

(Majority vote required)

Article ____ - Sno-Go Replacement Lease/Purchase (\$32,174)

To see if the Town will vote to authorize the Board of Selectmen to enter into a lease/purchase agreement for the purpose of lease/purchasing a replacement for the 1990 Sno-Go snow blower for the Exeter Public Works Department, and to raise and appropriate the sum of thirty-two thousand one hundred and seventy four dollars (\$32,174), which represents the first of 5 annual payments (a total of \$154,561), for that purpose. This lease/purchase will contain an escape (non-appropriation) clause.

(Majority vote required)

Article ____: Sick Leave Trust

To see if the Town will vote to raise and appropriate the sum of twenty five-thousand dollars (\$25,000) to be added to the Sick Leave Expendable Trust Fund previously established, and to authorize the Board of Selectmen to expend monies from said fund. This sum to come from general fund surplus and no amount to be raised from taxation.

(Majority vote required)

12/15/2014

Article ____: Fire Alarm Truck Lease/Purchase (\$21,573)

To see if the Town will vote to authorize the Board of Selectmen to enter into a lease/purchase agreement for the purpose of lease/purchasing a replacement for the 1993 Fire Alarm Truck for the Exeter Fire Department, and to raise and appropriate the sum of twenty-one thousand five hundred and seventy-three dollars (\$21,573), which represents the first of 5 annual payments (a total of \$102,434), for that purpose. This lease/purchase will contain an escape (non-appropriation) clause.

(Majority vote required)

Article ____: Epping Road TIF (TBD)

Article ____: Cross Road Cell Tower Lease (TBD)

Article ____: Citizens Petitions (TBD)

To transact any other business which may legally come before this meeting.

Given under our hands and seal this 26th day of January, 2015.

Julie Gilman, Chairwoman

Daniel W. Chartrand, Vice-Chairman

Anne Surman, Clerk

Don Clement

Nancy Belanger

We certify that on the 26th of January, 2015, we caused a true copy of the within warrant to be posted at the Exeter Town Hall on Front Street, the Exeter Public Library at Founder's Park, Exeter High School at 1 Blue Hawk Drive, Talbot Gymnasium at Tuck Learning Campus, 30 Linden Street, and the Town Clerk's Office, 10 Front Street.

Given under our hands and seals this ____th day of January, 2015.

Julie Gilman, Chairwoman

Daniel W. Chartrand, Vice-Chairman

Anne Surman, Clerk

12/15/2014

Don Clement

Nancy Belanger

DRAFT

5.6 Off-Street Parking

5.6.1 In all districts, in connection with every manufacturing business, institutional, recreational, residential or any other use, there shall be provided, at the time any new building or structure is erected, off-street parking spaces for automobiles in accordance with the requirements set forth herein.

5.6.2 Any change of use of the premises, or expansion of building size, to non-residential use and/or multi-family use, or to another substantially different non-residential use, or any expansion of the number of such multi-family or non-residential uses, shall provide off-street parking as required herein.

5.6.3 Off-Street Parking:

A. Size and Access: Each off-street parking space shall be rectangular, nine feet by nineteen feet exclusive of access drives or aisles, and shall be of usable shape and condition. The Planning Board may grant a reduction in the size of the space if circumstances on the site, such as a perimeter parking which allows overhang, can be provided.

B. Number of Parking Spaces Required: The number of off-street parking spaces, to the extent of floor area devoted to each specific use, shall be as set forth in the Off-Street Parking Schedule 5.6.6. For sites with multi-uses, the parking requirements must be calculated proportionately for each use.

- 1) If the proposed use is not represented in Table 5.6.6 (Off-Street Parking Schedule), the applicant shall utilize the most recent data available from the Institute of Transportation Engineers' (ITE) Trip Generation Guide, and/or actual field data collected from a comparable trip/parking generator (i.e., comparable in size, location and setting) to determine the number of required parking spaces. This data will be presented in a summary table such that assumptions on trip generation and parking rates arrived at by the engineer are fully understandable to the Zoning Board of Adjustment.
- 2) If the proposed use is represented in Table 5.6.6 (Off-Street Parking Schedule) but the applicant disputes the required number of parking spaces as outlined in the schedule, the applicant may have the same allowance as outlined in 5.6.3.B.1 if the applicant's information provided is deemed accurate by the Zoning Board of Adjustment.

3) Phasing Option: If approved by the Planning Board, the Applicant may utilize a phasing option in which the parking is indicated on the plan but not necessarily built. The applicant must provide statistics on trip generation and parking rates to prove the reduction is reasonable. The plan must show how parking is to be phased, depicting the parking to be built at the onset of the project and what may be built if needed at a later date.

C. Off-Street Parking: Off-street parking areas shall be screened from adjoining residential uses or districts. See Article 5.8.1 General Landscaping Regulations – Unenclosed Uses.

5.6.4 Shared Parking: Shared Parking: Shared parking is parking on a single site utilized by two or more uses in a 24 hour period. It is an allowance to fulfill their individual parking requirements as their prime operational hours may not overlap and their parking demands may vary from specified standards due to the scale of the project. Shared parking recognizes complimentary parking characteristics that may be unique for each case and for the specific users of the site.

5.6.5 The Planning Board may grant reductions in the size of required off-street parking spaces in conjunction with its site plan review. The applicant must first submit with the proposal, a parking plan that adheres to 5.6.3 A and B, also with it a proposal for shared parking. The intent of this provision is to grant discretionary review authority to the Planning Board in order to promote:

1. Better utilization of parking areas, including shared parking, or
2. A reduction in impervious surface, and
3. Conservation of open space lands and buffers.

In its discretion, the planning board shall require specific information detailing user parking needs and schedules. The Board may also require parking lot buffers and /or landscaping.

Article 6. Supplementary Use Regulations

New Section: 6.19 Flexible Zoning Initiative

Optional Flexible Zoning and Site Improvement Process: For applicants seeking a variance from dimensional requirements or wish to have additional flexibility in designing a proposal for building and site improvements, the applicant may choose to follow *Section 6.13 Flexible Zoning and Site Improvement Process* in Exeter's Site and Subdivision Regulations. Choosing this process will allow the applicant to bypass the typical ZBA variance requirements (if needed) for dimensional requirements. If an applicant requires a use variance, ZBA action is still required.

6.19.A. Portsmouth Avenue Corridor: All properties within the C1 and C2 districts from the intersection of High Street and Portsmouth Avenue north along Portsmouth Avenue to the Exeter Town Line may opt to utilize the Flexible Zoning Initiative as described above.

Wetland Conservation District

9.1.5 Permitted Uses: The following uses, to the extent permitted in the underlying zoning district, shall be permitted in the Wetlands Conservation Overlay District as specified, provided that the proposed use will not cause a degradation of the wetland.

- A. Agriculture, including grazing, hay production, truck gardening and silage production provided that such use is shown not to cause significant increases in surface or groundwater contamination by pesticides or other toxic or hazardous substance and that such use will not cause or contribute to soil erosion provided that the activity does not impact the prime wetlands 100' buffer.
- B. Forestry and tree farming to include the construction of access roads for said purpose provided that the activity does not impact the prime wetlands' 100-foot buffer.
- C. Wildlife habitat development and management.
- D. Recreational uses consistent with the purpose and intent of this article.
- E. Conservation area and nature trails.
- F. Water impoundment and the construction of well water supplies.
- G. Elevated, uncovered decks attached to an existing structure, free-standing gazebo or garden-type structures, and storage sheds (not exceeding 120 s.f. in size) may be placed within the buffer. All structures must be elevated on blocks, sonatubes or similar footing. All structures must maintain a minimum ten foot (10') setback from the edge of wetland. The intent of these allowances is to permit a homeowner with some flexibility for reasonable use of their property, while ensuring that the buffer will maintain its ability to absorb storm water runoff.
- H. Native, non-invasive plantings such as trees and shrubs.
- I. Projects that reduce impervious surfaces while ensuring the protection of the wetland buffer through erosion and sediment control best management practices as reviewed and approved by the Planning Department.
- J. Projects that re-vegetate or re-vitalize in some way an already disturbed buffer zone are encouraged. These projects shall be reviewed and approved by the Planning Department.

D

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- K. Projects that have less than 500 sq. ft. of impact into the wetland buffer for poorly drained soils but that provide evidence of erosion and sediment control utilizing best management practices as reviewed by the Planning Department.

9.1.6 Conditional Uses:

- A. Conditional Use Permit: Under the enabling authority granted by NH RSA §674:21 II, the following uses are only permitted in the Wetlands Conservation Overlay District pursuant to the issuance of a conditional use permit by the Planning Board provided that all of the conditions listed in article 9.1.6.B below are met.
1. Construction of roads and other access ways, parking areas, utilities, structures, drainage systems, wells and other site improvements that impact the Wetlands Conservation Overlay District, provided that the proposed construction is essential to the productive use of land not within the Wetlands Conservation Overlay District.
 2. If prime wetlands are involved then the following: Agriculture activities including grazing, hay production, truck gardening and silage production provided that such use is shown not to cause increases in surface or groundwater contamination by pesticides or other toxic or hazardous substance and that such use will not cause or contribute to soil erosion.
 3. Within the 100 ft. buffer around prime wetlands, forestry and tree farming consistent with the best management practices as published by the NH Department of Resources and Economic Development and NH Cooperative Extension. As specified, in Logging Operations (Env-Wt 304.05), all skid trails, truck roads and log landings shall be located 50 feet from streams or ponds and designed using appropriate erosion control devices. Stream and wetlands crossings shall be kept to a minimum in size and number.

B. Conditions:

1. That the proposed use is permitted in the underlying zoning district;
2. That the use for which the permit is sought cannot feasibly be carried out on a portion or portions of the lot which are outside the Wetlands Conservation Overlay District;
3. The proposed impact will be evaluated in the context of the relative "value" of the wetland, including its ecological

sensitivity, as well as its function within the greater hydrologic landscape.

4. That the design, construction and maintenance of the proposed use will, to the extent feasible, minimize detrimental impact on the wetland or wetland buffer and that no alternative design which does not impact a wetland or wetland buffer or which has less detrimental impact on the wetland or wetland buffer is feasible;
5. In cases where the proposed use is temporary or where construction activity disturbs areas adjacent to the immediate use, that the landowner agrees to restore the site as nearly as possible to its original grade and condition following construction;
6. That the proposed use will not create a hazard to individual or public health, safety and welfare due to the loss of wetland, the contamination of groundwater, or other reasons;
7. That all required permits shall be obtained from the New Hampshire Department of Environmental Services Water Supply and Pollution Control Division under NH RSA §485-A: 17, the New Hampshire Wetlands Board under NH RSA §483-A, and the United States Army Corps of Engineers under Section 404 of the Clean Water Act.

C. Conditional Use Permit - Request for Determination

A request for determination is suggested for applicants who want the option of seeking a determination on the applicability of the Wetlands Conservation District -Conditional Use Permit to a proposed site or activity. Before completing the CUP and determining the boundary delineation of the wetland, the applicant should discuss other delineation review options with the Planning Board. The submittal of a complete and accurate description of the site and project will minimize requests for additional information. The Board will determine whether or not the project infringes on the wetland buffer and as a result, whether or not it requires the submission of a CUP.

D. Alternate Procedure for Subdivision and Site Plan Applications

In those cases where the proposed disturbance or activity is associated with a project requiring Planning Board Subdivision or Site Plan approval, any request issued under section 9.1.6.A shall be filed and considered by the Planning Board as an application for a waiver of the wetland setback requirements contained in the Town's Subdivision and Site Plan Regulations and processed and considered in accordance with those regulations.

9.1.7 Environmental Impact Assessment: The Planning Board may require the applicant to submit an environmental impact assessment when necessary to evaluate the effects of proposed development on existing wetland natural resources. The cost of this assessment shall be borne by the applicant. The Planning Board may retain its own consultant to review the impact assessment and other materials submitted by the applicant, such expenses to be paid by the applicant.

9.1.8 Prohibited Uses: In reviewing an application for a variance from the provisions of this subsection, the Zoning Board of Adjustment may request that the Conservation Commission and/or the Planning Board review the application and provide written comment as to the potential impacts the proposed use may have on wetlands and wetland buffers. The following uses are not permitted in the Wetlands Conservation Overlay District, notwithstanding that they may be permitted in the underlying zoning district:

- A. Salt storage
- B. Wastewater Disposal Systems (including a 4,000 square foot reserve area)
- C. Automobile junkyards
- D. Solid or hazardous waste facilities
- E. Use of fertilizer on lawns, except lime or wood ash
- F. Bulk storage or handling of chemicals, petroleum products, underground tanks, hazardous materials, or toxic substances as defined under NH RSA 147-A2, VII.
- G. Snow storage, unless in accordance with NH Department of Environmental Services Snow Disposal Guidelines (Document WMB-3, 2007)
- H. Sand and gravel excavations
- I. Processing of excavated material

9.4 Floodplain Revisions (see attached)

**CLASSIFICATION PLAN – TOWN OF EXETER
NON UNION**

GRADE 1	Custodian
GRADE 2	Records Clerk Vehicle Maintenance/Highway Laborer
GRADE 3	Solid Waste Facility Operator Assistant Town Clerk Water/Sewer Utilities Clerk Office Clerk/Parks-Recreation
GRADE 4	Administrative Assistant - Planning
GRADE 5	Administrative Assistant – Fire Deputy Town Clerk
GRADE 6	Deputy Tax Collector Recreation Coordinator Deputy Code Enforcement Officer Office Manager (Fire/DPW/Police)
GRADE 7	Executive Assistant Deputy Code Enforcement Officer Engineering Technician Water/Sewer Engineering Technician
GRADE 8	Deputy Tax Collector Water/Sewer Engineering Technician
GRADE 9	Welfare/Human Services Administrator Natural Resources Planner Deputy Health Officer Water Treatment Operator Supervisor
GRADE 10	Assistant Town Engineer <hr/> Accountant Electrical Inspector Water Treatment Operations Supervisor Parks/Recreation Assistant Director
GRADE 11	Assistant Town Engineer Accountant Maintenance Superintendent Human Resources Administrator Town Clerk

GRADE 12	Highway Superintendent Water/Wastewater Manager/Engineer Assistant Fire Chief/EMS Coordinator Assistant Fire Chief/Deputy EMD
GRADE 13	Economic Development Director Town Clerk Assessor
GRADE 14	Parks/Recreation Director Building Inspector/CEO Police Captain/Staff Police Captain/Patrol Water/Wastewater Manager/Engineer Assistant Fire Chief – EMS Coordinator Assistant Fire Chief – Deputy EMD IT Coordinator Town Planner
GRADE 15	Town Planner
GRADE 16	Fire Chief Finance Director Town Engineer
GRADE 17	DPW Director
GRADE 18	Chief of Police Fire Chief DPW Director
GRADE 20	Town Manager

**CLASSIFICATION PLAN – TOWN OF EXETER
NON UNION**

GRADE 1	Custodian
GRADE 2	Records Clerk Vehicle Maintenance/Highway Laborer
GRADE 3	Solid Waste Facility Operator Assistant Town Clerk Water/Sewer Utilities Clerk Office Clerk/Parks-Recreation
GRADE 4	Administrative Assistant - Planning
GRADE 5	Deputy Town Clerk
GRADE 6	Recreation Coordinator Office Manager – DPW/Fire/Police
GRADE 7	Executive Assistant Deputy Code Enforcement Officer Engineering Technician
GRADE 8	Deputy Tax Collector Water/Sewer Engineering Technician
GRADE 9	Welfare/Human Services Administrator Natural Resources Planner Deputy Health Officer
GRADE 10	Water Treatment Operations Supervisor Electrical Inspector Parks/Recreation Assistant Director
GRADE 11	Assistant Town Engineer Maintenance Superintendent Human Resources Administrator Accountant
GRADE 12	Highway Superintendent
GRADE 13	Economic Development Director Town Clerk
GRADE 14	Parks/Recreation Director Building Inspector/CEO Police Captain/Staff

Police Captain/Patrol
Assistant Fire Chief – EMS Coordinator
Assistant Fire Chief – Deputy EMD
Water/Wastewater Manager/Engineer
IT Coordinator

GRADE 15 Town Planner

GRADE 16 Finance Director
Town Engineer

GRADE 17

GRADE 18 Chief of Police
Fire Chief/Emergency Management Director
DPW Director

GRADE 19

GRADE 20 Town Manager

DRAFT

**TOWN OF EXETER
MEMORANDUM**

TO: Board of Selectmen
FROM: Town Manager 
RE: Winslow Drive and Squire Way
DATE: December 13, 2014

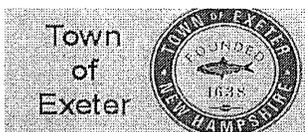
The developers of Linden Commons have submitted road acceptance requests to the Board for Winslow Drive and Squire Way.

The various departments have reviewed the request in accordance with the Board's Road Acceptance policy (policy 01-21). The initial request was submitted on November 13, 2014. This met the submittal deadline of November 15th as set out in the policy.

A suggested motion is as follows:

“Move the Board of Selectmen accept Winslow Drive as a public way, subject to the terms described in the email from the Town Engineer dated December 12th, 2014, and subject to meeting any of the remaining requirements of the Board policy 01-21 on road acceptances.”

“Move the Board of Selectmen accept Squire Way as a public way, subject to the terms described in the email from the Town Engineer dated December 12th, 2014, and subject to meeting any remaining requirements of the Board policy 01-21 on road acceptances.”



Russ Dean <rdean@exeternh.gov>

Fwd: Linden Commons Subdivision - Winslow Drive and Squire Way - Contoocook Bond #5038864

Jae Whitelaw <jae@mitchellmunigroup.com>

Sat, Dec 13, 2014 at 7:46 AM

To: Anne Crotty <annecrotty@comcast.net>, Russ Dean <rdean@exeternh.gov>

Cc: Eric Chinburg <ECHINBURG@chinburg.com>, pvlasic@exeternh.gov, Brad Jones <bjones@jonesandbeach.com>

Anne -

The bond document is fine and I have advised the town to that effect. Thank you.

Jae

Jae Whitelaw

Mitchell Municipal Group, P.A.

25 Beacon Street East

Laconia, NH 03246

603-524-3885

jae@mitchellmunigroup.com

From: Anne Crotty [mailto:annecrotty@comcast.net]

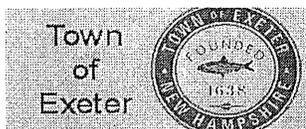
Sent: Friday, December 12, 2014 2:18 PM

To: Russ Dean

Cc: Jae Whitelaw; Eric Chinburg; pvlasic@exeternh.gov; Brad Jones

Subject: Re: Linden Commons Subdivision - Winslow Drive and Squire Way - Contoocook Bond #5038864

[Quoted text hidden]



Russ Dean <rdean@exeternh.gov>

Linden Commons Street Acceptance - Winslow Dr and Squire Way

Paul Vlasich <pvlasic@exeternh.gov>

Fri, Dec 12, 2014 at 5:21 PM

To: Russ Dean <rdean@exeternh.gov>

Cc: Jae Whitelaw <jae@mitchellmunigroup.com>, Sylvia VonAulock <svonaulock@exeternh.gov>, Jennifer Mates <jmates@exeternh.gov>, Daniel Rochette <drochette@underwoodengineers.com>

Russ:

Here is my current understanding of issues for street acceptance. I will be out of the office this coming Monday.

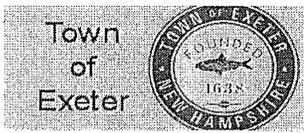
1. Jae Whitelaw has approved the revised deed wording.
2. Anne Crotty has supplied additional information on the bond for Jae's review. Jae will need to sign off on the bond.
3. The developer has committed to review the location of street trees to be installed on the individual homeowner lots and to install any in the spring time.
4. The town inspector needs to verify a trailer marker and a redirecting of roof leader on House #8.
5. NHDES needs to confirm acceptance of the corrective conservation easement.
6. Items 3 to 5 are guaranteed through the developer's performance bond if any work is to be done.

If Jae approves the bond then I think that the board could accept the streets because of item #6.

On a separate note, I asked Jae if the town needs to snow plow the emergency access road in the winter time. The homeowner documents seem to suggest that the homeowner association is responsible. Either way, this item should not hold up street acceptance.

—
Paul Vlasich PETown Engineer
13 Newfields Rd
Exeter, NH 03833
Office: (603)773-6160
Fax: (603)772-1355

Please note that my new email address is pvlasic@exeternh.gov



Russ Dean <rdean@exeternh.gov>

Fwd: Linden Commons Subdivision - Winslow Drive and Squire Way - Contoocook Bond #5038864

Anne Crotty <annecrotty@comcast.net>

Tue, Dec 9, 2014 at 4:04 PM

To: jae@mitchellmunigroup.com

Cc: Eric Chinburg <ECHINBURG@chinburg.com>, Russ Dean <rdean@exeternh.gov>, pvlasic@exeternh.gov, Brad Jones <bjones@jonesandbeach.com>

Jae,

Please find an email below from the Bond Company (1) confirming the bond is in effect for two years from the date the Town of Exeter accepts the roadways and (2) providing the company's financials showing it is healthy.

I believe these were the last two remaining items that needed to be satisfied in order for our application to be placed on the BOS's agenda for next Monday night.

Would you please confirm that we have satisfied all outstanding issues and will be placed on the BOS's agenda for December 15th.

Thank you,
Anne

Anne M. Crotty, Esq.
AMC Law Group
55 Main Street, Suite 230
Newmarket, NH 03857

Office 603.200.0177
Cell 603.380.0748
Email annecrotty@comcast.net

Anne M. Crotty, Esq.
AMC Law Group
55 Main Street, Suite 230
Newmarket, NH 03857

Office 603.200.0177
Cell 603.380.0748
Email annecrotty@comcast.net

Begin forwarded message:

From: Jeff Foy <Jeff.Foy@foyinsurance.com>

Subject: Linden Commons Subdivision - Winslow Drive and Squire Way - Contoocook Bond #5038864

Date: December 9, 2014 at 3:41:53 PM EST

To: 'Eric Chinburg' <ECHINBURG@Chinburg.com>, 'Anne Crotty' <annecrotty@comcast.net>

Cc: Heidi SanSouci <Heidi.SanSouci@FoyInsurance.com>

Eric/Ann – See below and attached. Please let Heidi or me know if you need anything else.

Jeff Foy

Foy Insurance

1889 Elm Street | Manchester, NH 03104

OFFICE: 603-641-8111

CELL: 603-778-5036

From: JD Weisbrot [mailto:jd.w@Jwsuretybonds.com]

Sent: Tuesday, December 09, 2014 3:34 PM

To: Jeff Foy; Heidi SanSouci

Subject: Contoocook Bond #5038864

Jeff,

This e-mail confirms, that as stated in the bond, the bond is effective for a 24 month period from such a time with the Board of Selectmen accept the roads in the sub-division.

Also attached is the most recent balance sheet for the surety available. Yes they are healthy.

Thank you.

JD Weisbrot

President

Contract & Commercial Bond Department

6023A Kellers Church Road

Pipersville, PA 18947

Toll-free: +1-888-592-6631 x4792

Local: +1-215-766-1990

Direct: +1-267-362-4792

Fax: +1-215-766-1225

jd@jwsuretybonds.com
www.jwsuretybonds.com

3 attachments



JW SURETY BONDS image001.jpg
STRENGTH. TRUST. STABILITY. 8K



image002.gif
5K



BSI - Financial Statement 2013.pdf
70K

Return to:
Town of Exeter
10 Front Street
Exeter, NH 03855

WARRANTY DEED

Contoocook River Lofts, LLC, a New Hampshire Limited Liability Company, with an address of 3 Penstock Way, Newmarket, New Hampshire 03857, (hereinafter referred to as the "Grantor"),

For consideration paid, grants to the Town of Exeter, a municipal corporation duly organized and existing in the State of New Hampshire, with an address of 10 Front Street, Exeter, New Hampshire 03833 (hereinafter referred to as the "Grantee"),

With Warranty Covenants,

A certain parcel of land for Right of Way purposes known as Winslow Drive and Squire Way. Said parcel is shown on a plan entitled "Plat of land showing Linden Commons Subdivision at 85A Linden Street (Assessors Map 95 Lots 67,78 & 79) prepared for Tuck Realty Corp. 136 High Street Exeter, NH 03833, record owners Caron Realty Trust, Donald A. & Theresa F. Caron co-trustees 85A Linden Street Exeter, NH 03833, Linden Commons Realty LLC 136 High Street Exeter, NH 03833, by Millennium Engineering, Inc. dated June 20, 2007 and revised through November 15, 2010 and recorded as plan D-36726.

Being a portion of the same premises described in the deed to the Grantor dated December 29, 2010 and recorded with Rockingham County Registry of Deeds at Book 5180, Page 1379

By the acceptance of this deed, the Town of Exeter accepts Winslow Drive and Squire Way as Class V public roads.

The Grantee joins in this Warranty Deed to evidence its acknowledgement and agreement to the foregoing and Grantee assumes and agrees to perform and comply with all of the conditions, covenants, restrictions, and reservations and obligations set forth in this instrument.

THIS IS A TRANSFER TO AN INSTRUMENTALITY OF THE STATE AND IS EXEMPT FROM THE NEW HAMPSHIRE REAL PROPERTY TRANSFER TAX PURSUANT TO RSA 78-B:2,I

Executed under deal this ____ day of December 2014.

CONTOOCCOOK RIVER LOFTS, LLC

By: Eric J. Chinburg, Managing Member

STATE OF NEW HAMPSHIRE
COUNTY OF STTRAFORD

This instrument was acknowledged before me on December __, 2014 by Eric J. Chinburg,
Manager of Contoocook River Lofts, LLC.

Before me, _____
Print or Type Name:
Justice of the Peace/Notary Public
My Commission Expires:

Date: December __, 2014

ACCEPTED: TOWN OF EXETER

By: _____
_____, _____
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This instrument was acknowledged before me on December __, 2014 by
_____, _____ of the Town of Exeter.

Before me, _____
Print or Type Name:
Justice of the Peace/Notary Public
My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Beginning at a railroad spike set at Linden Street, thence travelling along Linden Street by a curve with a radius of 406.98' a distance of 99.28' to a railroad spike set at land now or formerly of Sweeney, thence by a curve to the left with a radius of 25.00' for 28.39' to a stone bound set, thence N 09-19-02 W 126.51' to a stone bound set, last two courses along land now or formerly of Sweeney, thence continuing N 09-19-02 W 583.63' to a stone bound set, thence by a curve to the right with a radius of 225.00' for 42.95', to a stone bound set, thence N 01-32-23 E 154.56' to a stone bound set, thence by a curve to the left with a radius of 275.00' for 356.38' to a stone bound set, thence N 72-42-43 W 139.74' to a stone bound set, thence by a curve to the right with a radius of 525.00' for 37.80' to a stone bound set, thence N 68-35-10 W 89.51' to a stone bound set, thence S 16-37-43 W 130.18' to a stone bound set at land now or formerly of Exeter River MHP Coop. LLC, thence by said abutter N 69-49-05 W 50.10' to a stone bound set, thence N 16-37-43 E 131.26' to a stone bound set, thence N 68-35-10 W 192.24' to a stone bound set, thence by a curve to the right with a radius of 175.00' for 113.29' to a tack set in a transformer cover, thence N 31-29-46 W 106.69' to a stone bound set, thence by a curve to the right with a radius of 72.00' for 337.06' to a stone bound set, thence by a curve to the left with a radius of 25.00' for 38.50' to a stone bound set, thence S 31-29-46 E 9.74' to a stone bound set, thence by a curve to the left with a radius of 125.00' for 80.92' to a stone bound set, thence S 68-35-10 E 162.94' to a stone bound set, thence by a curve to the left with a radius of 25.00' for 39.27' to a stone bound set, thence N 21-24-50 E 13.19' to a stone bound set, thence by a curve to the left with a radius of 125.00' for 70.85' to a stone bound set, thence N 11-03-45 W 149.94' to a stone bound set, thence by a curve to the right with a radius of 72.00' for 270.07' to a stone bound set, thence by a curve to the left with a radius of 25.00' for 38.50' to a stone bound set, thence S 11-03-45 E 52.99' to a stone bound set, thence by a curve to the right with a radius of 175.00' for 99.19' to a stone bound set, thence S 21-24-50 W 13.19' to a stone bound set, thence by a curve to the left with a radius of 25.00' for 39.27' to a stone bound set, thence S 68-35-10 E 68.98' to a stone bound set, thence by a curve to the left with a radius of 475.00' for 34.20' to a stone bound set, thence S 72-42-43 E 139.68' to a stone bound set, thence by a curve to the right with a radius of 325.00' for 30.94' to a stone bound set, thence N 22-44-31 E 35.00' to a stone bound set, thence S 64-20-37 E 36.61' to a stone bound set, thence S 28-34-15 W 35.00' to a stone bound set at a curve, thence by said curve with a radius of 325.00' for 357.18' to a stone bound set, thence S 01-32-23 W 154.70' to a stone bound set, thence by a curve to the left with a radius of 175.00' for 33.17' to stone bound set, thence S 09-19-10 E 519.78' to a stone bound set, thence S 87-44-26 E 21.82' to a stone bound set at land now or formerly of White and Kraunelis, thence by S 01-53-54 W 109.79' to a stone bound set, thence S 09-23-54 E 46.01' to a stone bound set, thence by a curve to the left with a radius of 25.00' for 44.05' to the railroad spike at point of beginning, last three courses by now or formerly White and Kraunelis.

Bond Safeguard INSURANCE COMPANY

900 South Frontage Road, Suite 250
Woodridge, IL 60517

MAINTENANCE BOND

Bond No. 5038864

KNOW ALL MEN BY THESE PRESENTS:

That Contocook River Lofts LLC, 8 Newmarket Road, Durham, NH 03824,
as Principal, hereinafter call Contractor, and BOND SAFEGUARD INSURANCE COMPANY located at 1919 S. Highland, Bldg. A-
Suite 300, Lombard, IL 60148, as Surety, hereinafter call Surety, are held and firmly bound unto Town of Exeter
10 Front Street, Exeter NH 03833, as Obligee, hereinafter called Owner, in the penal sum of
\$ 240,000.00, for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement, dated July 8, 2010

entered into a contract with Owner for PB Case #2711 - Linden Commons Subdivision - Tax Map Parcels #95-67. #95-78 & #95-79

in accordance with the General Conditions, the Drawings and Specifications, which contract is by reference incorporated herein,
and made a part hereof, and is referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall remedy any defects due to faulty materials or
workmanship, and pay for any damage to other work resulting therefrom, which shall appear within a period of two (2) year(s)
and to become valid at such time that the Board of Selectmen accepts the road(s) in the subdivision.

PROVIDED, HOWEVER, that Owner shall give Contractor and Surety notice of observed defects with reasonable promptness.

SIGNED and sealed this 23rd day of December, 2011

Contocook River Lofts LLC
Principal
By [Signature] MGR (Seal)
Title

BOND SAFEGUARD INSURANCE COMPANY
By [Signature] (Seal)
Attorney In Fact
Patricia A. Tinsman

POWER OF ATTORNEY AO 68745

Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: John D. Weisbrot, Patricia A. Tinsman *****

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$1,000,000.00, One Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7th day of November, 2001.

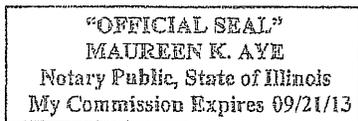


BOND SAFEGUARD INSURANCE COMPANY

BY *David E. Campbell*
David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



Maureen K. Aye
Maureen K. Aye
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 23 Day of December, 20 11



Donald D. Buchanan
Donald D. Buchanan
Secretary

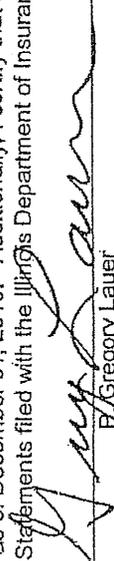
“WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.”

BOND SAFEGUARD INSURANCE COMPANY
 FINANCIAL STATEMENTS
 AS OF DECEMBER 31, 2010

ASSETS		LIABILITIES	
Bonds	\$39,482,097	Reserve for Losses and Loss Expense	\$10,612,844
Money Market &/or Stocks	\$833,184	Reserve for Unearned Premiums	19,329,230
Cash and Short-Term Investments	\$27,643,821	Reserve for Other Expenses	233,657
Agents Balances &/or Uncollected Premiums	\$3,708,008	Reserve for Taxes, Licenses, and Fees	0
Investment Income Due & Accrued	\$315,427	Reserve for Current federal income taxes	0
Funds Held or Deposited with Reinsurance Companies	\$0	Ceded Reinsurance Premiums Payable	639,363
Receivable from Parent, Subsidiaries and Affiliates	\$323,300	Funds Held Under Reinsurance Treaty	50,000
Reinsurance Recoverable on Loss Payments	\$1,515,265	Reserve for Unauthorized Reinsurance	0
Other Assets	\$1,531,453	Payable to Parent, Subsidiaries and Affiliates	56,228
		Other Liabilities	<u>19,596,150</u>
		Total Liabilities	<u>\$50,517,472</u>
		<u>POLICYHOLDERS' SURPLUS</u>	
		Capital Stock & Paid In Surplus	\$4,749,530
		Surplus	<u>20,085,553</u>
		Total Policyholder Surplus	<u>\$24,835,083</u>
		Total Liabilities and Policyholder Surplus	<u><u>\$75,352,555</u></u>
Total Assets	<u><u>\$75,352,555</u></u>		

CERTIFICATE

I certify that the above financial statements to the best of my knowledge are a true and accurate reflection of the financial condition of the Company as of December 31, 2010. Additionally, I certify that the above financial statements are in agreement with the Statutory Financial Statements filed with the Illinois Department of Insurance as of the same date.


 Gregory Lauer
 Chief Financial Officer, Vice President & Assistant Treasurer

HOUSING ADVISORY COMMITTEE CHARGE – TOWN OF EXETER

There is hereby established by the Board of Selectmen a _____ member Housing Advisory Committee.

Members of this advisory board shall consist of the following members:

- 1 member of the Planning Board
- 1 member of the Economic Development Committee
- 1 member of the Rockingham County Planning Commission
- 1 local realtor or developer
-
-

A member of the Board of Selectmen shall serve on the committee ex-officio as the Selectmen's Representative.

Other members shall serve three-year staggered terms. Initial appointments shall be made for 1, 2 and 3 year terms and thereafter be 3 year terms.

The Housing Advisory Committee shall provide advice to the Board of Selectmen regarding, but not limited to, the available housing and potential future housing needs for the Town of Exeter. Their duties shall analyze the following:

- Availability of housing;
- Cost of housing;
- New housing starts including type and number of units;
- 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.)

This advisory committee shall also 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;
- Seeking ways to advocate for current residents to invest in their own properties through available programs (such as alternative energy exemption).

Mission Statement:

The mission of this advisory committee is to identify, analyze, and develop recommendations regarding our current housing availability and our future housing needs to aid in our economic development needs and to maintain a viable, developmentally balanced community.

**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 an 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.

List for Selectmen's meeting December 15, 2014

Abatement

<u>Map/Lot</u>	<u>Address</u>	<u>Amount</u>
110/2/70	70 Exeter Elms CG	226.72
110/2/34	34 Exeter Elms CG	146.67
110/2/106	106 Exeter Elms CG	239.75
95/64/115	22 Cherry St	403.47
111/5/2	2 Green Gate CG	226.72

Intent to Cut

<u>Map/Lot</u>	<u>Address</u>	<u>Bond Amount</u>
5/2	Cubie Road	1639.50



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: SCOTT RUFFNER Address: 11 HAZEL PLACE
Town/State/Zip: EXETER, NH Phone: 512-8396
Email: SCOTT.RUFFNER@MAC.COM Date of Application: 11-11-14

Organization Information:

Name: TOWN EXETER AMT MUSIC Address: 11 HAZEL PLACE
Town/State/Zip: EXETER, NH Phone: 512-8396

Reservation Information:

Type of Event/Meeting: TEAM KIDS FEST Date: FEB, 14, 2014
Times of Event: 12 - 6 pm Times needed for set-up/clean-up: 9am - 8pm
of tables: _____ # of chairs: _____ Will food/beverages be served? _____

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.

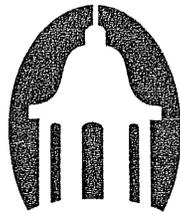
Applicant signature: *Scott Ruffner* Date: 11-11-14

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



PROFESSIONAL SERVICES AGREEMENT

I. PARTIES TO THE AGREEMENT

This Agreement, dated November 12, 2014, is intended to provide a professional consulting relationship for services to the **TOWN OF EXETER, NEW HAMPSHIRE (Client)** to be provided by **MUNICIPAL RESOURCES, INC. (MRI)**, and is lawfully entered into between the Client, by its authorized representatives, Town Manager, Russell Dean, and Select Board Chairman, Julie Gilman, and MRI, by its President, Donald Jutton. The Client's contact person responsible for administering this agreement is the Town Manager, Russell Dean.

II. SCOPE OF WORK

Generally, to conduct an update of all values except for utility properties as of April 1, 2015 completed by September 15, 2015. To assist the Select Board in fulfillment of their duties and responsibilities related to the tax assessment of real property throughout the municipality. The foregoing is not intended to affect the current agreement for assessing services dated September 22, 2014. All services shall be performed in a professional manner, in accordance with applicable Statutes and DRA and ASB rules.

MRI will:

1. Perform complete exterior and interior inspection (full measure and list) of all properties sold between April 1, 2013 and April 1, 2015 within the Town that have not already been completed. The existing property cards may be used for reference; however, all data on the cards, other than lot measurements, will be verified by measurement and inspection. The Town will send letters to property owners attempting to set up appointments where MRI was unable to gain access to the interior after one attempt to do so.
2. Perform sales analysis of all sales, determining appropriate classification using data from April 1, 2013 through April 1, 2015. The sales analysis and final values will be determined as of April 1, 2015.
3. Input all property records and sales analysis data into Town's appraisal software (Vision) and generate new values for the entire town, except for utility properties.
4. Make progress reports to the Town Manager every month or as agreed to by both contract parties.

5. Perform public relations with the residents of Exeter including, but not limited to, ongoing progress reports, notification of revaluation results, and informal reviews.
6. Provide, for the defense of values above the local level in accordance with the current agreement for assessing services dated October 6, 2014.

It is expected that Town staff will be responsible for the input of ownership transfers and exemptions into the Vision system, mailing of requests for inspection and notices of value to taxpayers and scheduling appointments. The Town staff will also notify MRI of all ownership changes and provide any other applicable information for each property and will provide other clerical/administrative assistance. It is also expected that any questions or issues that arise, whether originating from a Municipal official, employee, or taxpayer, will be brought to MRI's attention at the earliest opportunity, so that it may be dealt with expeditiously. MRI will input property descriptions into the CAMA system.

III Commencement and Completion of Work

1. The project shall begin no later than 30 days after the execution of a contract, or on such other date as agreed by both parties to the contract. The project shall begin with a meeting among Town officials, MRI and the DRA. Unless the "Begin update" date is later than December 1, 2014 the following schedule will be followed.

Begin update	December 1, 2014
Review sales and conduct analyses:	December 1, 2014 – June 2, 2015
Create initial preliminary values for Town review:	April 30, 2015
Field review:	May 1 – July 15, 2015
Completion of preliminary values:	July 15, 2015
Taxpayer hearings:	July 22 – August 19, 2015
Final values to Select Board for final review:	August 24, 2015
Turnover of values to Select Board:	September 15, 2015



2. The project shall be concluded and results delivered to the Select Board by September 15, 2015.
3. Appraisal software shall be updated with current assessment data for all properties in Exeter as of April 1, 2015 by September 1, 2015.
4. The revaluation shall be considered complete only when informal reviews have been completed, the figures reviewed by the Select Board, changes have been made as required, the Select Board has accepted the new values, and all data has been entered into the assessing program on the Town's computer system.
5. A USPAP compliant manual will be provided not later than October 15, 2015.

IV. FEES AND CHARGES

The fees for all services specified in this agreement are incorporated in the fee schedule of the agreement for assessing services between the Town of Exeter and Municipal Resources Inc. dated October 6, 2014.

V. MRI PERSONNEL IN CHARGE

Donald R. Jutton, President, will serve as principal-in-charge of this engagement. It is expected that Paul V. McKenney will be handling much of the day-to-day issues, with additional qualified staff being brought in as needed.

Gail H. Schillinger will serve as the Communication Liaison between the Client and MRI to expedite the flow of project information, to record and properly direct Client inquiries regarding the project, and to ensure that problems or issues that may arise during the engagement are addressed and resolved expeditiously. Please feel free to contact Ms. Schillinger regarding any matter related to this project at:

Gail H. Schillinger
Customer Liaison Representative
Municipal Resources, Inc.
120 Daniel Webster Highway
Meredith, NH 03253
(603) 293-0352, x-303
(866) 501-0352, X-303 TOLL FREE



gschillinger@mrigov.com.

Communications or correspondence related to any problems, issues, or changes required for this assignment should be directed to the Client at the following address:

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

VI. TERM

This agreement shall remain in force and effect from December 1, 2014 through November 15, 2015.

VII. SPECIAL CONDITIONS

1. MRI reserves the right to assign other qualified assessing personnel to this project for the same monthly cost following notification to the Town of Exeter of its intention to do so.

To the extent MRI may require assistance from the Town's software vendors, or others knowledgeable of the Town's assessing/tax collection practices the Town agrees to authorize use of these resources and to pay directly all costs for their services as may be incurred. MRI shall work to keep these costs as low as possible.

THIS CONTRACT IS SUBJECT TO THE PROVISIONS CONTAINED IN ADDENDUM I, ATTACHED HERETO AND INCORPORATED HEREWITH.

ACCEPTED AND AGREED:

THE TOWN OF EXETER

MUNICIPAL RESOURCES, INC.

Russell Dean, Town Manager
Date: _____



Donald Jutton, President
Date: 11/24/14

Julie Gilman, Select Board Chairman
Date: _____



ADDENDUM I

A. MUTUAL REPRESENTATIONS

MRI represents to the Client it is a duly constituted corporation under the laws of the State of New Hampshire and is authorized to do business within this State as a professional services corporation.

MRI has in force and effect general commercial liability and errors and omissions insurance coverage to protect the Client from accidents which MRI or its authorized representatives may cause to persons or property or from professional errors or omissions when performing under this agreement.

MRI has no liens or encumbrances which would adversely affect the ability of MRI to perform as stipulated under this agreement, its terms and conditions.

The Client represents to MRI that sufficient funds have been appropriated so it may retain and compensate MRI for the services provided for herein.

The Client's representative is authorized to enter into this agreement on behalf of the Client.

The Client is aware of no action, contemplated action, liability or other encumbrance which would limit or otherwise preclude the Client from freely entering into this agreement and compensating MRI for the services provided.

B. NOTICE OF CHANGE OF PERSONNEL

Except as otherwise provided below, the MRI consultants assigned to any scope of work or project will remain throughout the duration of that specific scope of work or project. MRI retains the right, and upon 30 days written notice, to remove from the project any of its consultants whom it believes can no longer suitably perform under its obligations to this agreement or any Supplement to it.

The Client, upon 30 days written notice, may request MRI to replace any of its consultants with another qualified representative.

C. ADMINISTRATION OF AGREEMENT MODIFICATIONS

In all cases where this agreement is modified or expanded a written Supplemental Scope of Work (Supplement) must be prepared which clearly defines the services to be provided and

details the billing rates or amounts to be charged by MRI and paid by the Client. Supplements must be executed by the authorized representatives of the respective parties prior to any billable work being undertaken. The Supplement(s) shall identify:

The MRI officer or principal responsible for the successful delivery of services and/or project completion and the client's contracting official(s) or officer(s);

The specific details of the work to be performed;

The MRI personnel to be assigned;

The basis upon which MRI services are being retained, including the normal hourly rate(s), cost reduction considerations or the agreed upon fee(s) for the personnel assigned and/or the services provided;

The Client's contact person responsible for administering the Supplement, activities or project and the associated reporting requirements; and any special or other conditions such as time deadlines, special reporting requirements, budget limitations, or other similar constraints.

D. INDEMNIFICATION

MRI shall protect, indemnify and hold and save harmless Client, its officers, employees, officials, and agents from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees (attorneys' and paralegals' fees and court costs) arising out of MRI's negligence in the provision of services to Client. MRI shall similarly protect, indemnify and hold and save harmless Client, its officers, employees, officials and agents against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees, incurred by reason of MRI's breach of any of its obligations under, or MRI's default of, any provision of this Agreement.

Client shall protect, indemnify, and hold and save harmless MRI, its agents, employees, and affiliates against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees (attorneys' and paralegals' fees and court costs) arising out of Client's negligence in fulfilling its obligations under this Agreement. Client shall similarly protect, indemnify and hold and save harmless MRI, its agents, employees, and affiliates against and from any and all claims, costs, causes, actions, and expenses, including, but not limited to, legal fees, incurred by reason of Client's breach of an of its obligations under, or Client's default of, any provisions of this Agreement.

E. INSURANCE

MRI has in force and shall maintain throughout this engagement the following insurance:

1. General Liability Insurance

MRI shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury (including employment practices liability) and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If such CGL insurance contains a general aggregate limit, it shall apply separately to this project.

Client shall be named as an additional insured prior to beginning work and MRI shall furnish client with a Certificate(s) of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All Certificates shall provide for 30 days' written notice to the Client prior to the cancellation or material change of any insurance referred to thereon.

2. Professional Liability Insurance

MRI shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each wrongful act arising out of the performance or failure to perform professional services.

3. Business Auto and Umbrella Liability Insurance

If applicable, MRI shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired, and non-owned autos.

4. Workers Compensation Insurance

MRI shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than

\$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

F. NON-SOLICITATION

MRI acknowledges that the Client may wish to offer Paul McKenney employment at some point in time during the contract or upon termination of this agreement. MRI has no objection and will assess no fee or penalty in such event.

The Client agrees that, for a period of one-year following the completion of the term of this agreement, they shall not, directly or indirectly, hire, solicit, or otherwise encourage any other MRI personnel or affiliates assigned to this agreement to leave MRI's employment.

If the client should wish to hire any MRI personnel or affiliate, **other than Mr. McKenney**, assigned to this Agreement it agrees to compensate MRI with payment in the amount of 25% of that person's 1st year total compensation package.

Initialed for Client: _____
Date: _____

Initialed for MRI: _____
Date: 11/24/14 _____

Initialed for Client: _____
Date: _____



Town Manager Updates

Submitted by: Russell Dean, Town Manager

Week Ending: December 12th, 2014

Updates

Selectboard process on the FY15 budget is underway and continues.

Second half tax bills were due on December 12th. The tax office has been busy and has collected most of the second half commitment.

Most monthly department reports for November have been received.

I presented to the Great Bay Learning Charter School on December 4th on the Town's relationship with Federal and State government. It was a good interactive experience!

Held a cash meeting with Finance Department and Treasurer on December 10th to review Town's cash flow through September 2014.

Town wide facilities plan responses have been received and are due December 15th.

Town Manager attended joint meeting with the Maine municipal management association on December 5th in Portsmouth. A presentation was given by Bob O'Neil about trends on bond votes and referenda around the country as it pertains to local initiatives.

The Town received the noise report on the Sportsmens Club from URS on December 11th.

I attended a joint meeting of the Water/Sewer Advisory Committee and Selectboard on December 3rd to hear a presentation by Wright Pierce on the Wastewater Facilities Plan.

Met with DPW Director to review several yearend issues including trash/recycling pick up, review of budget requests, nitrogen tracking requirements of the AOC with EPA, review of capital requests for FY15 budget.

The Police Department and SERT team apprehended a group of criminals living on Franklin Street on Thursday December 10th.

Capital Project Updates

1. Groundwater Plant – No report.
2. Wastewater Facilities Plan/Regional Option – Meeting with WSAC December 3rd. Next step to meet with Underwood on regional option, and review next steps with other communities (Stratham, Greenland, Portsmouth).
3. Portsmouth Avenue paving/manhole work – complete.
4. High Street Sidewalks/Paving – complete.

5. Linden/Court Street Culverts – Construction warrant article for Linden Street 2015 recommended by Budget Recommendations Committee and before Board of Selectmen.
6. String Bridge – Analysis of structure conducted December 11th and 12th.
7. Great Dam – Work with Mills continues, Town has received additional \$15,000 in grant bringing grant totals available to 190K on project.

Non-Town Projects

1. Unitil natural gas extension – Route 27 – Project is ongoing, with work centering around the Route 27/101 bridge.
2. Unitil – other. Unitil has been cutting trees around Town as part of their storm preparedness program. In addition other trees have been experiencing levels of disease requiring cutting in the Park Street area.

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)

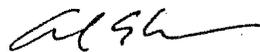
Based on your performance, we are pleased to offer you a **CAP Agreement** that provides you the opportunity to participate in **CAP** until December 31, 2017. (See enclosed **CAP Agreement and Resolution**.) **Please return your executed CAP Agreement and Resolution on or before December 19, 2014**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

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 Workers' Compensation 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 Workers' Compensation Program.

Authorized Representative
of the Governing Body

Title

Date

Print Name

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: _____



University of
New Hampshire

Technology Transfer Center

Kingsbury Hall #W220
33 Academic Way
Durham, NH 03824

V: 603.862.2826 / 800-423-0060 (NH only)

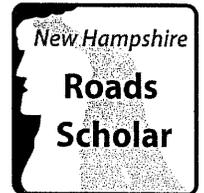
F: 603.862.0620

TTY: 7.7.7 (Relay NH)

www.t2.unh.edu

December 8, 2014

Board of Selectmen
Town of Exeter
10 Front Street
Exeter, NH 3833



Re: Roads Scholar Program

Dear Sirs and Madams:

It is our pleasure to inform you that Wayne Almon has achieved the status of **Senior Roads Scholar**. The T² Center has created the Roads Scholar Program to recognize various achievement levels in our educational program for people who work in public works.

Senior Roads Scholar is the **third achievement level** of the four levels in the Roads Scholar Program. It is distinguished from the other levels by requiring the completion of 75 contact hours, including the requirements for Roads Scholar Two, which are: 25 hours in technical areas, 5 hours in supervision, 5 hours in environmental, and 5 hours in safety. The additional 35 hours required for this level are at the learner's discretion. The typical training session yields five hours of contact, therefore an individual must typically attend **fifteen one-day workshops** to reach the level Wayne has completed.

On behalf of the Technology Transfer Center, I am pleased to notify you of the extra effort and commitment that Wayne has demonstrated in order to achieve this status. He deserves to be congratulated for his persistence and drive to maintain a leading edge in the field of local road maintenance and construction.

Sincerely,

Amy Begnoche
LTAP Director

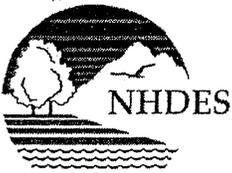
/acb

cc: Wayne Almon

The UNH Technology Transfer Center is sponsored by the Federal Highway Administration and the New Hampshire Department of Transportation. One of the missions of the Technology Transfer Center's Manager's Office provide educational support for the people who build and maintain the nation's infrastructure.

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The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

December 9, 2014

Peter Foster
Emery & Garrett Groundwater Investigations, LLC
P.O. Box 1578
Meredith, NH 03253

**RE: Preliminary Large Well Siting/Large Groundwater Withdrawal Permit Application
Epping Water and Sewer Department, PWS ID 0761010
Epping Crossing Well Field - Wells D2, E1, and F1
Epping, New Hampshire**

Dear Mr. Foster:

The New Hampshire Department of Environmental Services (DES) has reviewed a submittal prepared by Emery & Garrett Groundwater Investigations, LLC (EGGI) on behalf of the Town of Epping Water and Sewer Department (Epping), dated October 17, 2014. This submittal was prepared in response to DES' letter dated January 6, 2014 containing preliminary application review comments, and comprises an addendum to Epping's preliminary application (Preliminary Application Addendum) for three new community production wells and a large groundwater withdrawal permit. In summary, Epping is seeking large well siting approval and a large groundwater withdrawal permit for three new bedrock production wells, designated wells D2, E1, and F1, located at the Epping Crossing Well Field in south-central Epping, east of Route 125 and north of the Piscassic River. The combined proposed permitted production volume is 648,000 gallons per day (gpd), or 450 gallons per minute (gpm) over a 24-hour period.

This letter contains DES' comments on the Preliminary Application Addendum in accordance with New Hampshire Administrative Rules Env-Wq 403, *Large Groundwater Withdrawals* and Env-Dw 302, *Large Production Wells for Community Water Systems*. The following are DES' review comments:

- 1) DES acknowledges that the above-referenced submittal addresses comments No. Ia) and b); IIa) - c); IIIa) - f), h) and i); IVa)i, b) and c); and Va) - c) of DES' January 2014 letter.
- 2) In regard to the additional sampling of **on-site wells** (other than the proposed production wells and MW-B) during the pumping test program and your response numbered IVa)ii, DES acknowledges that the proposed sampling of monitoring wells will provide valuable information about groundwater quality characteristics and trends in the overburden and bedrock; however, please note that this sampling is not required by DES to meet a regulatory requirement and that it is being performed at EGGI's and Epping's discretion.
- 3) With reference to the monitoring and sampling of **off-site wells** during the pumping test program and your response to comments No. IIIg) and IVa)ii [numbered IVa)iii in your response], DES has the following comments:
 - a. DES generally concurs with EGGI's targeted plan for identifying potential monitoring locations. In addition to the parcels highlighted in Figure 6, the following eight properties shall also be targeted, as they are developed and use on-lot wells for their domestic water supply: 27 Jannell Court (Parcel ID 29-262); 23 Jannell Court (Parcel ID 29-263); 21 Jannell Court (Parcel ID 29-264); 38 Exeter Road (Parcel ID 30-

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46); 4 Ladd's Lane (Parcel ID 30-47); 14 Ladd's Lane (Parcel ID 30-48); 28 Ladd's Lane (Parcel ID 30-49); and Exeter Road (Parcel ID 30-51; Governors Green public water system).

- b. At least one to two weeks prior to performing the mailing, provide DES a copy of the letter that will be sent to property owners requesting access to monitor water levels in and sample their private wells; a table listing the property owners (with property identification information); and an updated plan depicting the properties. The letters should direct recipients to contact Christine Bowman at DES at (603) 271-8866 with any questions regarding monitoring or sampling. Note that for any water user targeted for water level monitoring that is a public water supply or a registered water user, the request to monitor water levels shall include a request to monitor extraction rates, in accordance with Env-Wq 403.11(k).

In specific regard to the sampling of off-site wells, DES anticipates that requests to sample [for volatile organic compounds (VOCs) (including 1,4-dioxane)] will be included as part of the letters sent to the owners of targeted properties along Route 125 and in the vicinity of Pleasant Street/Railroad Avenue/Ladd's Lane, in areas of known historical groundwater contamination. The above-requested table should indicate which properties are targeted for sampling. For planning purposes, please note that sampling will need to be conducted at least 30 days prior to starting the pumping test.

Please note that DES does not accept predefining the number of water level monitoring or water quality sampling locations.

- c. With respect to establishing a metric to be used to determine if a private well is considered hydraulically influenced to a degree that merits collecting a water quality sample; DES acknowledges the technical and logistical challenges of determining hydraulic influence during the pumping test, particularly when a private well is 'minimally' influenced. As such, DES concurs with using six inches (or more) of interference drawdown for the purposes of determining when additional sampling will be performed; once field data have been processed, and 'minimally' influenced wells have been identified, water quality samples shall be collected from the wells within a period of 24 to 72 hours after shutdown of the pumping test as proposed in the submittal. That being said, in instances where the hydraulic influence of the proposed production wells on private wells is substantial (on the order of many feet) and easily discernible in the field when water level data is downloaded/reviewed during the pumping test, DES anticipates that EGGI will use its professional discretion and, to the extent feasible, attempt to coordinate with the private well owner(s) and collect a water quality sample within the last 48 hours of the pumping portion of the pumping test, as opposed to waiting 24 to 72 hours after shutdown.

4) DES approves the Preliminary Application conditional upon the following requirements:

- a. DES will make a final determination with regard to the adequacy of the off-site water level monitoring and water quality sampling network based on the information provided to DES after the mailing is completed.
- b. DES approves the current on-site monitoring program for the pumping test program; any changes to monitoring locations, measurement collection methods or frequency, etc., shall be subject to prior approval by DES.
- c. DES approves the current on-site water quality sampling program for the pumping test program; any changes to sampling locations; sample collection methods or frequency, etc., shall be subject to prior approval by DES.
- d. If a flow meter(s) is used to measure discharge during the pumping test program, documentation that the flow meter(s) has been calibrated in accordance with manufacturer specifications within one year prior to

the pumping test shall be provided to DES before the pumping test, in accordance with Env-Dw 302.11(c)(2)c.

- e. Prior to starting the pumping test, contact Mitch Locker of the Drinking Water and Groundwater Bureau at (603) 271-2858 concerning a Temporary Discharge Permit for water generated during the pumping test. A copy of the permit application form may be downloaded at http://des.nh.gov/organization/divisions/water/dwgb/dwspp/gw_discharge/index.htm.
- f. Provide DES with at least one week advance notice of the pumping test program start date.
- g. Per Env-Dw 302.15(e), the pumping test shall be postponed or prolonged if high recharge conditions prohibit the ability to use test data to meet the intent of the regulations. This determination shall be made based on site-specific conditions at the time of testing. Where postponing or prolonging the test is not reasonably feasible, justification shall be provided to DES and data adjusted using conservative assumptions to reflect average conditions.
- h. This approval shall expire 4 years from the date of approval if a final report has not been received by DES, in accordance with Env-Dw 302.14(f) and Env-Wq 403.12(k).

If you have any questions about this letter or any other groundwater permitting issues, please contact me at (603) 271-8866 or christine.bowman@des.nh.gov.

Sincerely,



Christine Bowman, P.G.
Hydrogeologist
Drinking Water and Groundwater Bureau

cc: Epping Water and Sewer Commission (email)
Town Administrator, Town of Brentwood
Town Administrator, Town of Epping
Town Manager, Town of Exeter
Board of Selectmen, Town of Newfields
Stephen Roy, Brandon Kernen, Richard Skarinka; NHDES (email)

2015 CITIZENS PETITION- Zoning Ordinance Amendment

ON THE PETITION OF Christopher Gilroy 25 Hampton Road #A3 Exeter, NH 03833 AND OTHER REGISTERED VOTERS OF THE TOWN of EXETER, TO SEE IF THE TOWN WILL VOTE TO:

Amend Article 4.2 Schedule I: Permitted Uses by Deleting the present "Community Buildings" as a use permitted by Special Exception in the R-1, R-2, R-3, & R-4 districts.

Town Manager's Office

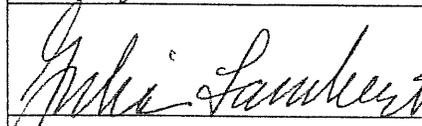
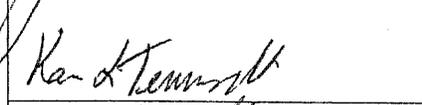
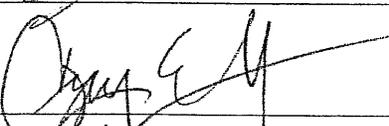
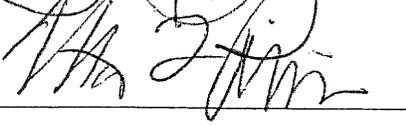
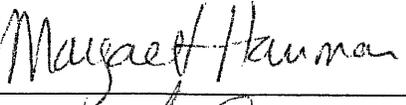
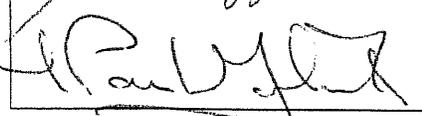
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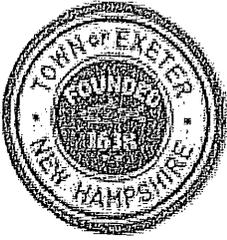
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NAME (Signature)

PRINTED NAME

ADDRESS

	Eugene LAMBERT	2 EXETER FARMS RD EXETER, NH
	JULIA C. LAMBERT	2 EXETER FARMS RD EXETER, NH
	Karin Tenney-Helfrich	5 Exeter Farms Rd Exeter NH
	Eugene Helfrich	5 Exeter Farms Rd Exeter, NH
	Gregory F. Stoner	13 Exeter Farms Rd. Exeter, NH 03833
	Tracy Phillips	11 Exeter Farms Rd Exeter NH 03833
	Matthew Q Phillips	11 Exeter Farms Rd. Exeter, NH 03833
	Margaret Hamman	20 Exeter Farms Rd. Exeter, NH 03833
	John Coppens	20 Exeter Farms Rd Exeter, NH 03833
	Paul Galante Jr	24 Exeter Farms Rd Exeter, NH



Town of Exeter
Boards, Commissions & Committees
Appointment Application

Committee Selection:

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

Name: David H. Miesky

Address: 7 Marilyn Avenue, Exeter, NH 03833

Email: dmiesky@comcast.net

Phone: 603-772-4749 Cell: 603-303-2421

Please describe your interest in serving on this committee.

I have previously served on the Zoning Board and enjoyed doing that work. I have recently been able to clear my work schedule to the point where I have the time to contribute.

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

I am an Attorney admitted in NH and Mass. with over 20 years of legal experience including having served as a law clerk in the U.S. District Court in Concord.

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: David H. Miesky Date: 12/10/14

Please submit to: Town Manager, Town of Exeter 10 Front Street Exeter, NH 03833 *Manager's Office*

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