

**Exeter Board of Selectmen Meeting  
Monday, December 28<sup>th</sup>, 2015, 7:00 p.m.  
Nowak Room, Town Office Building  
10 Front Street, Exeter, NH**

1. Call Meeting to Order
2. Board Interviews
3. Bid Openings/Awards –Water/Sewer Chemicals
4. Public Comment
5. Minutes & Proclamations
  - a. Proclamations/Recognitions
  - b. Regular Meetings: December 7<sup>th</sup>, 2015, December 14<sup>th</sup>, 2015
  - c. Special Meeting: December 15<sup>th</sup>, 2015
6. Appointments
7. Discussion/Action Items
  - a. New Business
    - i. Stratham Water Purchase Agreement
    - ii. FY15 Encumbrances
    - iii. Snow-Ice Deficit Fund Withdrawal
  - b. Old Business-
    - i. FY16 Budget Updates
8. Regular Business
  - a. Tax, Water/Sewer Abatements & Exemptions
  - b. Permits & Approvals
  - c. Town Manager's Report
  - d. Selectmen's Committee Reports
  - e. Correspondence
9. Review Board Calendar
10. Non Public Session
11. Adjournment

Julie Gilman, Chairwoman  
Exeter Selectboard

Posted: 12/23/15 Town Office, Town Website

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

AGENDA SUBJECT TO CHANGE



# TOWN OF EXETER, NEW HAMPSHIRE

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

[www.exeternh.gov](http://www.exeternh.gov)

## Memo

To: Russell Dean

From: Matthew Berube

CC: Jennifer Perry, Michael Jeffers, Paul Roy, Stephen Dalton, Trisha Allen, Sheri Riffle

Date: December 22, 2015

Re: Award of Chemical Bids for 2016

---

The Public Works Department has reviewed the bid results and recommends award to the *low bidders* except for Bid Item #2. The low bidder product does not meet the specifications outlined in the project manual. The bid recommendations are as follows:

	Unit Price:	Projected Annual Total
Bid Item #1	Sodium Hypochlorite 15% solution	
To:	Harcros Chemicals, Inc	WTP-12,000 gal * \$.6135/gal=\$7,362
	Nashua, NH @ \$0.6135/gal	WWTP-20,000 gal * \$.6135/gal= \$12,270
	(603) 880-0535	<b>Total=\$19,632</b>
Bid Item #2	Activated Carbon	
To:	Monson Company Inc	
	South Portland, ME @ \$1.179/lb	6,000 lb * \$1.179/lb = \$7,074
	(888) 295-8585	
Bid Item #3	Potassium Permanganate	
To:	Coyne Chemical	
	Croydon, PA @ \$1.9013/lb	1,980 lbs * \$1.9013/lb = \$3,764.57
	(215) 785-3000	
Bid Item #4	Sodium Hydroxide	
To:	Borden & Remington Corp.	
	Fall River, MA @ \$0.8471/gal	15,000 gal * \$0.8471= \$12,706.50
	(508) 675-0096	
Bid Item #5	Liquid Sodium Bisulfite	
To:	JCI Jones Chemicals, Inc.	
	Merrimack, NH @ \$1.37/gal	7,000 gal * \$1.37/gal= \$9,590
	(603-424-7212	

Draft Minutes

Exeter Board of Selectmen

December 7, 2015

**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 Don Clement, Selectman Dan Chartrand, Selectwoman Nancy Belanger, and Selectwoman Anne Surman. Town Manager Russell Dean was also present.

**2. Bid Openings/Awards**

There were no bid openings or awards.

**3. Public Comment**

There was no public comment.

**4. Minutes and Proclamations**

**a. Proclamations/Recognitions.**

There were no proclamations.

**b. Special Meeting: November 17, 2015**

**Motion:** A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger to adopt the minutes of the MRI report work session submitted by Russell Dean. Motion carried – all in favor.

**5. Appointments**

**Motion:** A Motion was made by Selectman Chartrand and seconded by Selectwoman Belanger to appoint Barry Sandberg to the Housing Committee with a term to end April 30, 2017. Motion carried – all in favor.

**Motion:** A Motion was made by Selectwoman Surman and seconded by Vice Chair Clement to appoint Frank Ferraro to the Cable TV Committee with a term ending April 30, 2016. Selectman Chartrand said Mr. Dean had stated that the BOS can handle the work of this committee. Selectwoman Surman said Mr. Ferraro is very capable of being on the Cable TV Committee. Vice Chair Clement said this volunteer has worked with Cable TV and has

experience to serve. Chairwoman Gilman called the vote. Motion fails, majority vote. Belanger, Chartrand and Gilman vote nay.

## 6. Discussion/Action Items

### a. New Business

#### i) FY16 Budget & Warrant Articles

Mr. Dean said the bottom line number was \$17,651,172. Doreen Ravell, Finance Director, said the new bottom line budget number is \$17,635,310. She said it has lowered because of some Health Insurance adjustments.

Chairwoman Gilman said she would like to go through different department budgets and hear any suggestions from the Board for lowering numbers. She started with the General Fund.

Vice Chair Clement said on page 1, in the BOS budget, line 01-4130-0100-5875 Equipment Purchase, a purchase for chairs was incorporated within this budget and they have already been replaced so he recommends zeroing out this line. He asked if it would be better to zero out the line or leave \$1 in there.

**Motion:** A Motion was made by Vice Chair Clement and seconded by Selectwoman Surman to reduce line 01-4130-0010-5875 to \$1.00 for the 2016 budget. Motion carried – all in favor.

Ms. Ravell said the new BOS number is \$21,775.

Next, Vice Chair Clement said he had a recommendation in the Economic Development budget on page 12 in the P/T Wages line. He said he doesn't know why they need to put funds in this line for recording secretaries and interns.

**Motion:** A Motion was made by Vice Chair Clement and seconded by Selectman Chartrand to reduce this line down to \$1. Selectman Chartrand asked what the breakdown is for recording secretaries and interns. Ms. Ravell said \$1000 of it is for recording secretaries and the rest is for interns. Chairwoman Gilman called the vote. Motion fails, majority vote. Chartrand, Belanger and Gilman vote nay.

**Motion:** A Motion was made by Selectwoman Surman and seconded by Vice Chair Clement to reduce line 014-652-0307-1200 to \$1,260. Motion fails, majority vote. Gilman, Chartrand, and Belanger vote nay.

Vice Chair Clement next had a recommendation in Economic Development line 5200 Consultant Services.

**Motion:** A Motion was made by Vice Chair Clement and seconded by Selectwoman Surman to reduce the Economic Development line 5200 Consultant Services to \$1. Chairwoman Gilman said she didn't see a problem with keeping this line funded. Selectwoman Surman said they have not hired a new Town Planner yet. She said the new one they hire might be an engineer and this line won't need the funds. She is not in favor of the \$5000. Chairwoman Gilman called the vote. Motion fails, majority vote. Gilman, Chartrand, and Belanger vote nay.

Vice Chair Clement next had a suggestion in the Fire Department Overtime line on page 21. He said every year they see the OT budget come up a little.

**Motion:** A Motion was made by Vice Chair Clement and seconded by Selectwoman Surman to reduce line 503-1300 to \$110,000. Eric Wilkins said they started this budget at zero. They went over everything when coming up with their numbers. He said the cut made last year on this caused them to over expend this year. He said they manage everything they can in the department, but can't manage how many people call 911. Chairwoman Gilman said this line comes up every year. She said she would expect an increase from last year so there is a safety net. She called the vote on the Motion. Motion fails, majority vote. Gilman, Belanger, and Chartrand vote nay.

Chairwoman Gilman continued going through the budget. Selectman Chartrand said on page 24, line 5446 EPA Storm Water Phase II. He said he wanted to have a conversation about setting this up as a capital reserve fund. Mr. Dean said they have talked about capital reserve funds. He wanted to make sure the Board was aware of non-capital reserve funds versus capital reserve funds. He said they need to make sure they have money for the EPA Storm Water Phase II. Selectman Chartrand said if they have money in reserves, it gives them money for mandates but it can stay in there if it is not spent. Vice Chair Clement said they have heard EPA will issue the final permit early next year. He said it is going to take a while to digest the permit and get a plan in place. When the report comes through they are going to have to monitor/report outfalls. He said this is going to be basically maintenance of the storm drains. He said he would prefer to keep this as a maintenance item in the budget. Vice Chair Clement made a Motion, seconded by Selectwoman Surman, to reduce the line to \$90,000. They soon after withdrew their Motion and second. Mr. Dean said one benefit of a capital reserve fund is it can be carried from fiscal year to fiscal year. A con to the capital reserve fund is if it's not approved there will be no money. Selectman Chartrand suggested having Jennifer Perry come and talk to the Board about this. He suggested looking at splitting the money and putting some

money in the budget and some in a capital reserves fund. Chairwoman Gilman said she would have Ms. Perry come in and talk next week.

Next, Vice Chair Clement had a suggestion on page 26 in the Paving line.

**Motion:** A Motion was made by Vice Chair Clement and seconded by Selectwoman Surman to reduce the Paving budget line to \$775,000. Vice Chair Clement said they have done a lot of paving this year. He said the cost of petroleum seems to be stable. He said they can afford a reduction of \$25,000 and not put a damper on the road maintenance program. Chairwoman Gilman called the vote. Motion fails, majority vote. Gilman, Belanger, Chartrand vote nay.

**Motion:** A Motion was made by Selectman Chartrand and seconded by Vice Chair Clement to delete \$25,000 from the Highway & Streets line 4320 which is for maintenance of a back hoe. Selectman Chartrand said he understands the intention here, but does not think the vehicle is worth putting \$25,000 in to. Selectwoman Surman pointed out that DPW could still fix the back hoe with other money in this budget. Frank Ferraro said DPW projected they would need \$25,000 to do repairs on their existing back hoe. He said the lease payment for a new back hoe would be \$38,000. He said the Budget Recommendation Committee felt they were saving \$13,000 by repairing the existing back hoe instead of replacing it. Chairwoman Gilman called the vote. Motion passes, majority vote. Belanger and Surman voted nay.

**Motion:** A Motion was made by Vice Chair Clement and seconded by Selectwoman Surman to reduce line 1300 in the Highway Snow Removal section on page 27 to \$70,000. Selectman Chartrand asked Vice Chair Clement to consider withdrawing his Motion so he could think a bit longer on this. Vice Chair Clement and Selectwoman Surman withdrew their Motion and second. Chairwoman Gilman said they would bring this back at their next meeting.

Ms. Ravell said the new Highway and Streets total is \$1,974,475.

Selectwoman Belanger went on to Welfare, saying the subcommittee at the BRC did a great job.

Selectwoman Surman asked where revenue from concerts goes, which is on page 24 Other Cultural. She wondered how they could get to a place where sponsors pay for the concerts so the taxpayers won't have to. Mr. Dean said they would still have to gross appropriate the money so it would stay in the budget. He said he will look into this further.

Vice Chair Clement had some comments on the Vehicle Replacement Program. Mr. Dean said the leases in the budget are committed leases.

Ms. Ravell gave a new total budget number of \$17,609,311. Vice Chair Clement reminded they still have two lines pinned until their next meeting. On a side note, Mr. Dean told the Board that Exeter is a "finalist" for a grant for the Great Dam.

Chairwoman Gilman next went on to Warrant Articles. She first talked about Human Services. Vice Chair Clement said he has a level of discomfort putting this on the Warrant Article and he would like some changes made to it. For example, he said on page 38 the Rockingham CAP number, this is what everyone uses to help coordinate many welfare services in the town and district. He said to cut their budget makes him very uncomfortable. He said these services are very important. The second thing he was concerned with is that in some cases, groups got more money than they asked for. He said this is a very slippery slope and he recommends going through the agencies and making sure they are not giving them more money than they requested. Selectwoman Belanger agreed, saying while the subcommittee did do a lot of great work, there are still some changes that need to be made. Vice Chair Clement said he would have some specific changes to line items by their next BOS meeting.

Chairwoman Gilman continued going through Warrant Articles, asking for comments or changes. Mr. Dean pointed out that Finance did allocate some costs to Water/Sewer. The Board asked for updates on the new Finance software. Selectman Chartrand said one thing the BRC wanted was due diligence and asked how much work has been done on this. Ms. Ravell said she did get a third quote. However, she did say that there are some companies that won't give a presentation without money in the budget to fund them. Selectman Chartrand asked if \$170,000 is enough for the software. Ms. Ravell said she is not sure. She said her initial request was for \$253,372 for a premier software purchase. Corey Stevens, Chair of the BRC, spoke saying the \$170,000 figure in the budget is more of a placeholder. He said more data is needed here. Ms. Ravell said she would get more information for the next BOS meeting. Vice Chair Clement agreed they need more information, saying they do have a little time on this and they should move cautiously. Mr. Dean added that the financial software is the backbone of the town's system. It has to be very strong and robust. He said they collect \$42 million in taxes along with Water/Sewer billings. He said certain elements require them to have a sophisticated program. Selectman Chartrand said he would like to hear from the auditors. Selectwoman Belanger added it would just be another source for information. Frank Ferraro said the BRC felt they needed more comparisons for the software.

On to the Light Duty Vehicles, Vice Chair Clement said it was discussed that Car #7 was being used by the Maintenance Supervisor. He said it is described as a first responder vehicle and said that is a stretch because it is not a first responder vehicle. He recommended instead of a jeep at \$19,000 they should look into a compact car which is \$4000 less. He said also looking at vehicle #51, he wasn't sure this was the right kind of vehicle. He said they would be

better off getting a smaller vehicle for less money. He was not prepared to make any Motions. Mr. Dean said DPW should be present for this conversation. He urged the Board to look at the Vehicle Use Policy and Vehicle Replacement because they guide vehicle replacement. He said they are in the policy book.

## ii) Sportsmen's Club RAP Update

Chairwoman Gilman said they left off with Chief Comeau writing a letter to DES with a plan for mediation for Phase II (fencing the affected area).

Chief Comeau said Gary Garfield had talked about the end of the lease. He brought up Selectman Chartrand's suggestion about setting money aside to address issues out there in the future. He said the RAP presented by AECOM had four options. Area 1 has been addressed. Area 2 is heavily wooded but on town property and Area 3 in on another person's property. Mr. Dean said they are coming in at \$103,536 with alternatives for the fencing. Chief Comeau said that is a non-bid price so it could go up. Mr. Dean reminded that this is not an optional project – they are required to do something. Chief Comeau said he is a bit concerned about having enough funds set aside for Mr. Garfield's budget. He said he will talk with AECOM also and see what their budget is for next year.

## b. Old Business

### i) Stratham Water Purchase Agreement

Chairwoman Gilman said they have the latest version of the Agreement in their packet which includes all the comments from the last BOS meeting. Selectwoman Surman said she had an additional comment saying there two definitions for "maximum daily flow" which they need to clear up. She said there is one definition on page 3 and one on page 4.

Mr. Dean said he watched their last meeting and he believes he incorporated all of the changes that were suggested from the Board. He did bold the changes in the newest version. He said he would like to have this Agreement finalized by Monday because it still needs to go through the Attorney General's office.

Chairwoman Gilman said she would like to have the conversation of who signs this Agreement first.

Mr. Dean said in having conversations with Stratham, they've been talking about an average daily flow, which is in section 201.3 of the Agreement. They established a maximum daily flow of 125,000 gallons/day. With the average daily flow of 125,000 and 365 days in the year, that brings them to 45 million gallons of water per year. The issue has been raised of what happens if they go over that amount. The revised language in the Agreement gives a

maximum daily flow of 150,000 gallons/day. The new language takes the maximum daily average flow and bases it on a 90 day cycle instead of 365 days.

Vice Chair Clement questioned some language on page 10, section 304 Temporary Use. Mr. Dean said it is important to read the whole paragraph for a better understanding.

## **7. Regular Business**

### **a. Tax, Water/Sewer Abatements & Exemptions**

**Motion:** A Motion was made by Selectwoman Belanger and seconded by Selectman Chartrand to approve an abatement for map 55, lot 75, unit 1 in the amount of \$16,713.38. Motion carried – all in favor.

**Motion:** A Motion was made by Selectwoman Belanger and seconded by Selectman Chartrand to approve an abatement for map 55, lot 75, unit 2 in the amount of \$17,643.03. Motion carried – all in favor.

The Board agreed they would take up the rest of the Regular Business at the December 14 BOS meeting.

## **10. Adjournment**

A Motion was made by Selectwoman Belanger and seconded by Selectman Chartrand to adjourn the meeting at 9:40pm. Motion carried –all in favor.

Respectfully submitted,

Nicole Piper, Recording Secretary

# DRAFT MINUTES

BOARD OF SELECTMEN MEETING

MINUTES

December 15, 2015

## SPECIAL MEETING MRI REPORT WORK SESSION

### 1. Call Meeting to Order

Chairwoman Gilman convened the Board of Selectmen at 7:30 p.m. in the Conference Room of the Library. Also present were Selectwoman Anne Surman, Selectman Dan Chartrand, Vice Chair Selectman Don Clement, and Selectwoman Nancy Belanger. Town Manager Russell Dean was also present.

The Board continued their review of the MRI report. The town manager provided three handouts: Kingston vision statements from Selectman Clement, a compilation of the MRI recommendations, and a copy of the Housing and Community Development plan last amended in 2013.

One recommendation was to hold an immediate all boards meeting and the Board focused on this recommendation. Chairwoman Gilman identified the priority of filling the planning position. There is a need to begin reaching out to boards and committees to get feedback on the issues. The all boards meeting was recommended. Selectman Clement agreed the all boards meeting was a good idea. It's a starting point.

The Board discussed their perceptions of the land use boards and the need for outreach. Selectman Chartrand said part of the issue was developing a common vision. Some were coming from a preserve and protect angle and the rebalancing of things caused fracturing as he sees it. The Board discussed the concept of bringing civility to the meetings and for the all boards meeting a set of ground rules would need to be developed.

Selectman Clement stated he felt the boards were operating in silos. He felt the planning board was not engaged actively by the EDC or the Selectboard. They are not working on a common purpose. Selectwoman Belanger identified a domino effect of negativity. We need to come to some common ground about how to get to a common vision. We can't feed the negativity and tone is an issue. Selectman Chartrand said he felt the EDC would be glad to have a meeting with other boards. Chairwoman Gilman said she felt all boards were entitled to give their opinions on things especially the master plan. Selectman Chartrand mentioned the citizen's petition from the EDC and said they are utilizing the process and the EDC voted to support the citizen's petition. Chairwoman Gilman said the planning office now sends out all board agendas for all boards to each department, etc.. Selectman Clement said the all boards discussion was a good one – there should be a goal and objective of the all boards meeting. It should have a structure. One goal could be to air out implications of the MRI report. Chairwoman Gilman said there is training available from agencies like OEP for input on what isn't known.

The town manager covered recent staff meetings and how he is approaching the MRI report with staff, coming up with progress through identifying solutions. They were told to take the report at face value and see it as an opportunity to improve and are responding. The town manager updated the board on the planner hiring process, there are good candidates and he wants the atmosphere to be conducive to attracting a strong final candidate.

# DRAFT MINUTES

After discussion, Selectwoman Surman indicated it would be good to have the all boards meeting sooner rather than later. Selectman Chartrand suggested Chairwoman Gilman call all the chairs together prior to the meeting to begin outreach. Selectman Chartrand suggested outlining with the board chairs what it will involve. The Board then discussed the all boards meeting. Selectwoman Surman said their should be a real agenda so it is a forum of value. The Town Hall was suggested as a location with possible breakout groups. After discussing dates the Board settled on February 10<sup>th</sup> as a planned date, one day after the NH Primary.

The town manager reviewed the code of conduct recommendation with the Board and asked if there was to be follow up. The Board discussed the item. Selectman Chartrand supported the notion, Selectman Clement believed there are some aspects of how the board conducts themselves that could be reviewed. A timeframe for public comment was discussed. Selectwoman Surman raised questions as to whether there were rules for public comment. Selectman Chartrand referred to the policies and procedures. Maybe the code of conduct should stand alone. After further discussion there was a desire expressed to come up with a code of conduct and orientation package for board members. A vision statement was discussed to come from the Selectboard to give to new board members of the appointed boards. Chairwoman Gilman will begin reaching out to the chairs.

## 2. Adjournment

Selectman Chartrand moved to adjourn. Selectwoman Surman seconded. Motion carried. The Board stood adjourned at 8:30 p.m..

Respectfully submitted,

Russell Dean  
Town Manager

**TOWN OF EXETER  
MEMORANDUM**

TO: Board of Selectmen  
FROM: Russell Dean, Town Manager  
RE: Stratham Water Purchase Agreement  
DATE: December 28, 2015

---

Officials from Stratham have asked for time on the Board's agenda to discuss the amount of water being offered to Stratham through the agreement.

The Board approved via a 4-1 vote at the meeting on December 14<sup>th</sup> an agreement that included a cap of 125,000 gallons per day of water. Stratham would like the opportunity to talk with the Board regarding that particular issue.

Draft 12-16-15

TOWN OF EXETER, NEW HAMPSHIRE AND  
TOWN OF STRATHAM, NEW HAMPSHIRE WATER PURCHASE AGREEMENT

DRAFT

TABLE OF CONTENTS

	Page
Article 1: Short Title, Purpose, Definitions, Interpretations and Administration	4
Article 2: Terms of Supply	5
Article 3: Payments, Rates, Billing and Temporary Use for Services	10
Article 4: Amendment, Termination, Insurance and Indemnification	11
Article 5: Miscellaneous Provisions	13

DRAFT

This WATER PURCHASE AGREEMENT is entered into as of the Effective Date as defined herein, by and between the Town of Stratham, a New Hampshire municipal corporation ("STRATHAM"), with a mailing address of 10 Bunker Hill Avenue, Stratham, New Hampshire 03885, and the Town of Exeter, a New Hampshire municipal corporation ("EXETER"), with a mailing address of 10 Front Street, Exeter, New Hampshire 03833, for the sale of water by Exeter to Stratham as authorized under NH RSA 53-A.

#### RECITALS

- . EXETER has an existing Waterworks systems;
- . STRATHAM desires to purchase from the EXETER certain volumes of water on a retail basis as defined by this Agreement;
- . EXETER and STRATHAM desire to enter into this Agreement to establish the conditions for the sale of water from EXETER to STRATHAM.

The Parties therefore agree as follows:

#### 1. SHORT TITLE, PURPOSE, DEFINITIONS, INTERPRETATIONS, AND ADMINISTRATION

1.01 Short Title and Purpose. This Agreement may be referred to as the "Stratham/Exeter Water Purchase Agreement." EXETER agrees to sell and STRATHAM agrees to purchase water under the terms and conditions as described herein.

1.02 Definitions. For all purposes of this Agreement, including any amendments, the terms shall have the meanings set forth below.

1.02.1 "Anniversary Date" means the yearly anniversary date of the Effective Date.

1.02.2 "Maximum Rate of Flow" means the flow described in section 2.01.3.1.

1.02.3 "Maximum Daily Flow" means the flow described in section 2.01.3.1.

1.02.4 "Stratham Service Area" means the properties currently within the zoning district boundaries of the Gateway Commercial Business District, Special Commercial District, Commercial/Light Industrial/Office District, Professional/Residential District, and Town Center District, as described in the attached Appendix A.

1.02.5 "Period" means any length of time.

1.02.6 "Person" means any individual, firm, company, association, society, corporation, partnership, limited liability company, political subdivision, fire district, town, or group.

1.02.7 "Waterworks" means facilities for collection, storage, supply, distribution, treatment, pumping, metering, or transmission of water.

1.02.8 "Effective Date" shall mean the latter of the dates on which both Towns have signed this Agreement, and the Agreement is duly approved by the NH Attorney General, and any other applicable State offices as required by RSA 53-A.

1.03 Construction. This Agreement, except where the context clearly indicates otherwise, shall be construed as follows:

1.03.1 Definitions include both singular and plural;

1.03.2 Pronouns include both singular and plural and include both genders.

1.04 Meetings and Administration of Agreement. A minimum of one meeting per year shall be held between each Town's Board of Selectmen in order to discuss the administration of the cooperative undertaking set forth in this Agreement. More meetings may be held as reasonably necessary and may be initiated by either Town. Each Town agrees that its Board of Selectmen will be reasonably accessible for any such meeting. In the administration of this Agreement, should a decision be required, both Towns must agree. The position of each Town shall be determined by a majority vote of the respective Town's Board of Selectmen.

## 2. TERMS OF SUPPLY

2.01 Obligations of STRATHAM. STRATHAM agrees to the following obligations and limitations made in return for EXETER's agreement to permit connection and supply of water into STRATHAM's Waterworks.

2.01.1 Limitation of Rights. Nothing in this Agreement is intended as a grant by EXETER of any exclusive right or privilege.

2.01.2 Charges and Fees. STRATHAM shall make timely payment of all charges described in this Agreement in accordance with Article 3.

2.01.3 Quantity of Water. STRATHAM shall use and/or limit as further described and regulated herein, its usage of EXETER's Waterworks to the following:

### **Maximum Daily Flow – 125,000 Gallons per Day**

EXETER shall have no responsibility to supply water in excess of these stated amounts with the exception of a fire flow during an emergency response. For its part, STRATHAM agrees only to use the water purchased from EXETER for its customers in the Stratham Service Area. If STRATHAM wishes to use water purchased from EXETER for customers outside of the Stratham Service Area, STRATHAM shall seek the approval of the EXETER for such sales.

No temporary supply beyond the Maximum Daily Flow of 125,000 Gallons per Day shall be authorized without the consent of the EXETER Board of Selectmen. The EXETER Director of Public Works may

authorize a temporary increase in the Maximum Average Daily Flow to STRATHAM, but not for a period of greater than thirty (30) days, without the approval of the EXETER Board of Selectmen. The Director shall notify the Board of Selectmen within twenty-four (24) hours of any temporary increase authorization order to STRATHAM.

2.01.3.1 Maximum Rate of Flow. In consideration of the rate per 1000 gallons charged to STRATHAM pursuant to Section 3.02.1, EXETER shall take reasonable measures to provide a maximum available flow rate to STRATHAM of up to 1500 gallons per minute at a minimum pressure of 20 psi. EXETER shall have no obligation to provide flow rates in excess of 1500 gallons per minute.

2.01.4 Sale of Water. STRATHAM may sell water purchased pursuant to this Agreement only for the benefit of Persons located within the Stratham Service Area unless otherwise authorized by EXETER.

2.01.5 Control of System Leaks and Wasteful Use. STRATHAM shall operate and maintain its Waterworks in accordance with customary engineering practices and with the guidelines set forth below.

2.01.5.1 STRATHAM shall minimize any wasteful use of water within the STRATHAM Service Area.

2.01.5.2 In any period in which STRATHAM receives water pursuant to this Agreement, STRATHAM shall impose the same voluntary or mandatory restrictions on water use by its customers (e.g. sprinkling bans) as EXETER shall impose on its customers. The imposition and removal of any restrictions shall be within the sole and exclusive discretion of EXETER, but nothing in this Agreement shall prevent STRATHAM from imposing its own restrictions, which are more restrictive than those imposed by EXETER.

2.01.6 Conformance of Law. STRATHAM shall comply and shall ensure that its customers and any private water systems connected to the Stratham Service Area comply with all applicable laws of the United States and of the State of New Hampshire, including but not limited to all rules and regulations of the New Hampshire Department of Environmental Services, and all ordinances and regulations of EXETER. If STRATHAM fails to comply with this Section 2.01.6 and after 30-day advance written notice from EXETER, EXETER may discontinue all services to STRATHAM until such time as STRATHAM demonstrates its compliance with this Section.

2.01.7 Quality of Water. EXETER shall supply water meeting the drinking water quality criteria established by applicable law and under the government permits issued to EXETER for operation of their treatment and distribution facilities by regulatory agencies having jurisdiction, and shall use their best efforts to maintain compliance with such laws and permits to ensure public health, welfare and safety.

2.02 Obligations of EXETER. EXETER agrees to the following obligations and limitations in return for the timely payment by STRATHAM of the charges specified in this Agreement.

2.02.1 Metering Point. EXETER shall supply water to STRATHAM via a meter station located in close proximity to the corporate boundary of EXETER and STRATHAM subject to the limitations contained

herein. Additional metering points may be added by mutual agreement and subject to the provisions of this Agreement.

2.02.2 Measurement of Flows. The measurement of water delivered to STRATHAM shall be undertaken by EXETER through the metering point referenced in Section 2.02.1. Such flow measurements shall be made by one or more metering devices provided and installed by EXETER.

2.02.3 Construction of Connection Facilities; Meter vaults, buildings, and/or metering devices between EXETER's Waterworks and STRATHAM's Waterworks, including modifications or upgrades which may be necessary to effectuate this Agreement, (collectively called connection facilities) shall be designed by EXETER in compliance with its specifications and constructed by EXETER, and/or any subcontractors as EXETER shall choose to employ, such a decision to be made at EXETER's sole discretion. Cost of constructing the connection facilities shall be paid by EXETER. Should STRATHAM construct a booster pump station at the same location, STRATHAM will pay its proportional share of the cost of the connection facilities designed to accommodate the booster pump. It is understood that STRATHAM will pay for any other necessary connections from the EXETER Waterworks to the connection facilities.

2.02.4 Ownership of Connection Facilities. EXETER shall own, operate, and maintain the meter station, the piping within the meter building. All Metering facilities shall be maintained by EXETER. Any booster pump shall be owned, operated, and maintained by STRATHAM.

2.02.5 Maintenance of Metering Devices.

2.02.5.1 Any and all metering devices installed pursuant to this Agreement shall be inspected and calibrated in the manner provided by regulations of the NHDES at EXETER's expense. A copy of any inspection and calibration reports shall be filed at EXETER's offices and shall be available for examination by STRATHAM at the offices of EXETER during normal business hours.

2.02.5.2 STRATHAM may request EXETER to test and certify as to the accuracy of any metering device at any time. If the metering device reads within specifications accepted by the NHPUC, the cost of such tests shall be borne by STRATHAM. If the average error over different test rates is greater than that allowed by the NHDES, the cost of the tests shall be paid by EXETER. Any adjustments will be made in accordance with NHDES regulations.

2.02.5.3 In the case of missing or inaccurate flow records, due to faulty metering device operation or other circumstances, an estimate of flow shall be made by EXETER based on past records for a comparable period and adjusted for known emergency flows, if any. The estimates shall be used by EXETER to calculate the payments due from STRATHAM. Such payments shall be subject to the provisions of Article 3 below.

2.02.6 Record, Accounts, and Audits. EXETER shall maintain records of all financial transactions with STRATHAM, and these records shall be available for inspection by STRATHAM at the office of EXETER Water Department during normal business hours. Said records shall be available for inspection by other parties only upon presentation to EXETER of a written authorization from STRATHAM and in accordance

with applicable law. The financial statements of EXETER shall be available for inspection by STRATHAM within a reasonable time after it has been accepted by EXETER. Audits will be limited to the audited year as accepted by EXETER. The request to audit shall be made within one (1) year of the financial statements being accepted by EXETER. STRATHAM shall have the right to audit billing annually, by written notice to EXETER, and such audit shall be conducted at STRATHAM's sole expense by an independent Certified Public Accountant. Such audit shall be conducted at EXETER's office (or other place designated by EXETER) after reasonable written advance notice. The audit shall be commenced not more than thirty (30) days after STRATHAM's audit notice, and shall be completed within thirty (30) business days of when commenced subject to the reasonable cooperation of the EXETER. STRATHAM shall send EXETER a copy of the audit results within thirty (30) days of completion of the audit. If such an audit finds that EXETER has overcharged, EXETER shall reimburse STRATHAM with interest at the rate of seven percent (7%) per annum on such excess payment for the period in which EXETER had received such excess payment. If such an audit finds that EXETER has undercharged, STRATHAM shall reimburse EXETER with interest at the rate of seven percent (7%) per annum on such under payment for the relevant period. Further, if audit finds that EXETER has overcharged STRATHAM by five percent (5%) or more, EXETER will pay STRATHAM's audit expense for that audit. EXETER agrees to keep books and records of billings under this Agreement, consistently maintained in accordance with generally accepted accounting principles on a year to year basis.

2.03 Responsibility for System Operation and Maintenance. EXETER assumes no responsibility for operation and maintenance of Waterworks constructed and owned by STRATHAM to include communicating directly with STRATHAM's customers. EXETER's sole duty, hereunder shall be to supply water to STRATHAM up to the maximum amounts specified in Section 2.01.3 at the locations specified in Section 2.02.1 subject to the terms and conditions contained herein. STRATHAM agrees to operate and maintain its system consistent with all applicable federal, state, and local regulations. Notwithstanding the foregoing, EXETER may assume the ownership, operation, and maintenance of the water system and facilities in Stratham, or any portion thereof upon mutual agreement by the parties, and vote of the respective governing bodies.

2.04 Limitation of Liability.

2.04.1 Liability for Non-Negligent Acts. If EXETER shall be unable to supply some or all of the water demanded by STRATHAM under this Agreement for any reason other than EXETER's own willful act or negligence, EXETER shall not be liable to STRATHAM for any damages arising out of such failure to supply water. STRATHAM hereby waives any rights it might have to any such damages.

2.04.2 Liability for Accident. Neither EXETER nor STRATHAM shall be liable in damages or otherwise for failure to perform any obligation under this Agreement, which failure is occasioned by or in consequence of any act of God, act of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, drought, fires, storms, floods, winter freeze, washouts, vandalism, arrests and restraints of rulers and peoples, civil disturbances, labor strikes, power failures, explosions, breakage or accident to machinery or lines of pipe, failure or want of water supply, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal

means, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of such party and which act, omission or circumstances such party is unable to prevent or overcome by the exercise of reasonable care.

2.04.3 Liability Resulting from Negligence. Neither STRATHAM nor EXETER shall be relieved of liability for loss resulting from its negligence, intentional actions, or its failure to use due diligence to attempt to remedy any interruption in the supply of water to STRATHAM under this agreement and to remove any such interruption in an adequate manner and with all reasonable dispatch. Notwithstanding any such interruption, STRATHAM will remain obligated to make payments of amounts then due with respect to water theretofore supplied.

2.04.4 STRATHAM's Liability for future Capital Expenditures. STRATHAM shall be responsible to compensate EXETER for its proportional share of capital expenditures made by EXETER not funded within the water rates structure to 1) ensure compliance with the requirements of the Safe Drinking Water Act as directly related to the STRATHAM Service Area 2) Repair, replace, upgrade water infrastructure within EXETER if the upgrades that are being made within EXETER are directly related to STRATHAM's request to purchase a specific volume and flow rate of water in addition to the amounts stated in Section 2.01. If upgrades are needed to be made to EXETER's water infrastructure for the sole purpose of meeting the purchase request of STRATHAM, EXETER shall give STRATHAM prior written notice of such a need. STRATHAM shall be responsible to compensate EXETER for the final cost, of STRATHAM's proportionate share of the EXETER capital improvement as mutually agreeable. STRATHAM's obligations under this Section are subject to receiving sufficient prior notice from EXETER to allow STRATHAM to seek necessary budgeting and approvals for any such appropriations. If STRATHAM is unable to obtain necessary approvals, STRATHAM shall have the option to terminate this Agreement upon prior notice to EXETER.

2.05 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY HAVE ANY RIGHT HEREUNDER AGAINST THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST REVENUES OR LOST PROFITS, EVEN IF THE OTHER PARTY WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

2.06 Cooperation. Each Town agrees at all times to act in good faith to carry out the intent and purpose of this Agreement and to endeavor in good faith to amicably resolve any disputes or disagreements that may arise hereunder.

2.07 Notices. All notices and other writings sent pursuant to this Agreement shall be addressed in writing to the Towns of:

EXETER at:

Town of Exeter

Attention: Town Manager

10 Front Street  
Exeter, NH 03833

and to STRATHAM at:

Town of Stratham

Attention: Town Administrator

10 Bunker Hill Avenue

Stratham, NH 03885

or at such other address as is indicated by written notice to the other party.

Such notices will be effective (a) on the delivery date if delivered personally to the party; (b) on the delivery date if delivered by a commercial overnight carrier with written verification of receipt; or (c) three (3) business days after the mailing date, whether or not received, if sent by US mail, return receipt requested.

### 3. PAYMENTS, RATES, BILLING, AND TEMPORARY USE FOR SERVICES

3.01 Buy-in Fee. STRATHAM shall pay EXETER a one-time buy-in fee of two-million dollars (\$2,000,000). This fee shall be payable upon the start of construction of the STRATHAM water distribution facilities.

3.02 Basis for Payments. STRATHAM shall pay EXETER for each gallon of water supplied to STRATHAM at the locations stated in Sections 2.02.1 hereof at the rate specified in Section 3.03. Payment shall be made in accordance with the provisions of Sections 3.04, 3.05 and 3.06 hereof. The volume of water supplied to STRATHAM shall be determined by means of one or more metering devices which shall meet all the requirements of Federal, State and Municipal law, and which shall be owned, installed and maintained by EXETER at one or more locations as mutually agreeable.

#### 3.03 Rates.

303.1 Rate Per 1,000 gallons. The rate charged for water supplied to STRATHAM shall be an established retail rate presently, as of the Effective Date, \$7.45 per 1,000 gallons in Tier 2, and \$8.00 per 1,000 gallons in Tier 3. STRATHAM shall also pay the same quarterly service charge as customers of EXETER. This rate will be adjusted consistent with rate adjustments to the Town of EXETER water rate schedule, by the Exeter Board of Selectmen. Should the rates change, EXETER will give STRATHAM reasonable notice, consistent with its notice to all ratepayers of the change in order for STRATHAM to communicate said change to its customers. During the term of this Agreement, EXETER agrees not to create a separate rate category, which consists primarily of STRATHAM as a water user.

3.04 Temporary Use. Should STRATHAM require water from EXETER in excess of the limits allocated in Section 2.01.3 and EXETER in its absolute discretion agrees to supply such water to STRATHAM then STRATHAM shall be provided such water at the current retail EXETER Tier 2 and 3 rates for the duration of time determined at the sole discretion of the EXETER. Nothing in this section, however, shall be construed as giving STRATHAM a right to any water in excess of the limits specified. EXETER shall have sole and exclusive discretion as to the determination of the availability of water in excess of the amount stated in Section 2.01.3 and the determination of the length of any prolonged temporary use.

3.05 Billing Cycle. EXETER shall bill STRATHAM on the same billing cycle basis it bills customers of the EXETER system. Payment on bills shall be due upon presentation and in accordance with EXETER's ordinances regulating same.

3.06 Delinquent Bills. Bills remaining unpaid for thirty (30) days or longer from the billing date shall be subject to one and one-half (1 1/2) percent interest per month on the unpaid balance from the original due date. If bills or payments to be made pursuant to this agreement remain unpaid for thirty (30) days or longer after the due date, EXETER may issue a notice to STRATHAM and to the NHDES of intent to discontinue service. If the bill remains unpaid for fifteen (15) days or longer after the date of the notice of intent to discontinue service described above, all supply of water by EXETER to STRATHAM shall cease, and said supply shall not be renewed until all outstanding bills are paid in full at the office of EXETER. In lieu of such discontinuance, EXETER may require STRATHAM to post a deposit and make payments more frequently than at quarterly intervals.

3.07 Charge for Resumption of Service. If EXETER ceases to supply water to STRATHAM pursuant to Section 2.01.6 or Section 3.06 above, EXETER shall impose a charge for resumption of said supply of water that is equivalent to any resumption of service charge that EXETER would charge one of its own customers to resume their service.

3.08 Expansion and/or Upgrading of EXETER. In all cases, EXETER shall be the sole judge as to all improvements, additions or expansions to its Waterworks, provided that the undertaking of such improvements, additions or expansions does not impair the ability of EXETER to provide water to STRATHAM pursuant to this Agreement.

#### 4. AMENDMENT, TERMINATION, INSURANCE, AND INDEMNIFICATION

4.01 Amendment. The provisions, terms, and conditions of this Agreement may be modified only by written amendments, executed with the same formality as this Agreement.

4.02 Assignment. No assignment by STRATHAM of its rights or duties under this Agreement shall be binding on EXETER, unless EXETER consents to such an assignment in writing. No assignment by EXETER of its rights or duties under this Agreement shall be binding on STRATHAM, unless STRATHAM consents to such an assignment in writing.

4.03 Waiver. Failure of either party hereto to exercise any right hereunder shall not be deemed a waiver of such party to exercise at some future time said rights or another right it may have hereunder.

4.04 Term and Supersession. The intent of the parties is for the total term of this agreement to be 30 years. This Agreement shall be filed with the Town Clerk of each Town and with the Secretary of State under RSA 53-A:4.

4.04.1 Initial Term. The initial term of this agreement shall commence on the date on which STRATHAM's Waterworks receives its first metered water flow and shall continue for a period of twenty (20) years thereafter ("Initial Term"). If commencement of construction under this agreement does not occur within thirty-six (36) months of the Effective Date of this agreement, then EXETER or STRATHAM may elect, after providing written notification to the other, to terminate this agreement. Notwithstanding the foregoing, STRATHAM is granted a 180-day extension of time to begin construction under this agreement, provided that STRATHAM has given EXETER written proof of STRATHAM's commencement of the permitting process and STRATHAM is actively in pursuit of said permitting process. In addition, should STRATHAM not obtain approval by the Stratham Town Meeting to fund the design and construction of the public water system after three attempts, this Agreement shall automatically terminate.

4.04.2 Automatic Renewal. Upon the expiration of the Initial Term, this agreement shall automatically renew for ten (10) additional years on the same terms and conditions set forth herein. Said Renewal Term shall become effective unless EXETER or STRATHAM shall give written notice to the other of no less than five (5) years prior to the expiration of the Initial Term of the intent to terminate or modify the terms and conditions set forth herein.

4.04.3 Supersession and Additional Extension of Term. At any time after the Initial Term and during the Renewal Term, EXETER or STRATHAM shall advise the other in writing if they wish to further extend the Term beyond the Renewal Term, setting forth its proposed extension term. EXETER or STRATHAM shall give written notice to the other of no less than five (5) years prior to the expiration of the Renewal Term of the intent to extend the Term and/or modify the terms and conditions set forth herein. Within thirty (30) days after the receipt of such notice, the parties shall meet to discuss such an extension and any modifications to the terms and conditions of the agreement. Upon establishing the terms of any proposed extension term as set forth herein, this agreement shall be amended in writing and signed by both Parties setting forth those terms and incorporating all of the other terms and conditions of this agreement.

4.05 Termination. STRATHAM agrees to maintain compliance at all times with all ordinances, policies, and regulations of EXETER regarding water supply piping and facilities. In the event of non-compliance EXETER may terminate water use if STRATHAM fails to remedy the non-compliance within thirty (30) days of written notice. Prior to such a termination, STRATHAM shall have an opportunity for a hearing before the Exeter Board of Selectmen to show cause why service should or should not be terminated and to grant an extension of time to come into compliance. An extension of time shall not be unreasonably denied.

4.06 Breach. Either party may terminate this Agreement prior to the time specified in Section 4.04 if the other party has violated any of the covenants undertaken herein, or any of the duties imposed upon

it by this Agreement; provided that the party seeking to terminate for such cause shall give the offending party one hundred twenty (120) days advance written notice, specifying the particulars of the violation claimed; and if at the end of such time the party so notified has not removed the cause of complaint, or remedied the purported violation, then the termination of this Agreement shall be deemed complete.

4.07 Insurance. Each Town shall maintain statutory Workers' Compensation Coverage as prescribed by New Hampshire law for their respective Employees, as well as any applicable employee benefit insurance. Each Town shall maintain the following Property-Liability insurance protection: (i) Replacement cost protection for property losses; (ii) General Liability and Automobile Liability protection with combined single limits of \$5,000,000, with no aggregate limits; (iii) Public Officials Liability(Wrongful Acts) Protection with combined single limits of \$5,000,000, with no aggregate limits. The Towns may select any insurance carrier or pooled risk management program established under RSA 5-B (the "Carrier") to provide their respective property-liability protection insurance coverage. In the event either Town intends to cancel any of the above insurance coverage through its then current carrier during the term of this Agreement, such Town shall notify the other Town and its Carrier at least forty-five (45) days prior to the end of any applicable term if they choose to non-renew.

4.08 Indemnification. Each Town hereby covenants and agrees to defend, indemnify and hold harmless the other Town and its officers, board members, employees, representatives, attorneys and agents from any and all claims, suits, actions, losses, damages, costs, including reasonable attorney fees, or injury to persons or property to the extent caused by the negligent acts, errors or omissions of the indemnifying Town or its officers, board members, employees, representatives, attorneys and agents.

## 5. MISCELLANEOUS PROVISIONS

5.01 Severability. If any clause or provision of this Agreement or application thereof shall be held unlawful or invalid, no other clause or provision or its application shall be affected, and this Agreement shall be construed and enforced as if such unlawful or invalid clause or provision had not been contained herein.

5.02 Exercise of Judgment. Where either party is directly or implicitly authorized to exercise its judgment under this Agreement, its judgment shall be valid unless clearly unreasonable.

5.03 Status of Legal Representatives, Successors, and Assigns. The benefits and burdens of this Agreement shall inure to and be binding upon the parties and their respective legal successors, legal representatives and permitted assigns.

5.04 Third Parties. EXETER assumes no responsibility for any facility not included in its Waterworks, and in the event that a facility of a third party shall be involved in the furnishing of service to, or the receipt of service from STRATHAM, STRATHAM shall look solely to such third party for any such services. STRATHAM assumes sole responsibility for compliance with this Agreement by all third party users or customers of its Waterworks. EXETER shall deal directly with STRATHAM which shall, in turn, make

certain that all users and customers comply with this Agreement and with all applicable rules and regulations.

5.05 Entire Agreement; Amendment. This Agreement and any amendments attached hereto constitutes the entire agreement of the parties with respect to the subject matter covered in this Agreement and supersedes all prior and contemporaneous oral or written proposals, negotiations, and agreements concerning such subject matter, all of which are merged in this Agreement. This Agreement may not be amended or modified except by a further written agreement signed by the parties hereto specifically referencing this Agreement.

5.06 Assignment. Neither Town may assign any of its rights, obligations, or duties hereunder without the prior written consent of the other party, with the exception of assignments by operation of law.

5.07 Waiver. No failure or delay on the part of any party to this Agreement in exercising any right or remedy under this Agreement shall operate as a waiver; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise of any other right or remedy. No provision of this Agreement may be waived except in writing signed by the party granting such waiver.

5.08 Counterparts. This Agreement may be executed in two or more counterparts, each one of which shall constitute an original, but all of which together shall constitute one and the same document.

5.09 Rights and Remedies. The various rights and remedies of a party to this Agreement shall be construed as cumulative, and no one of them shall be exclusive of any other legal or equitable remedy that such party might otherwise have in the event of breach or default with respect to the terms of this Agreement (except to the extent a remedy in this Agreement is expressly made an exclusive remedy). The exercise of one right or remedy by a party or parties shall not impair its right to any other right or remedy.

5.10 Relationship of Parties. Neither party shall represent itself to be the agent, employee, partner, or joint venturer of the other party and may not obligate the other party or otherwise cause the other party to be liable under and contract or otherwise. Each party shall be solely responsible for payment of its taxes and payment of its employees and independent contractors, including payment of applicable federal income tax, social security, worker's compensation, unemployment insurance, and other legal requirements. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement.

5.11 Governing Law. This Agreement and any amendments hereto shall be governed by and construed in accordance with the laws of the State of New Hampshire without regard to any applicable conflict of law.

Each party is signing this Agreement on the date stated opposite that party's signature.

TOWN OF STRATHAM

By: \_\_\_\_\_

\_\_\_\_\_, Chair of

Date

Board of Selectmen

Duly Authorized

TOWN OF EXETER

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, Chair of

Date

Board of Selectmen

Duly Authorized

RSA 53-A APPROVALS

This Agreement has been reviewed and approved by the Office of the Attorney General pursuant to RSA 53-A.

\_\_\_\_\_

\_\_\_\_\_

Date

NH Attorney General's Office

CERTIFICATION OF FILING

Copies of this Agreement were filed with the Exeter and Stratham Town Clerks on the dates indicated below.

\_\_\_\_\_  
\_\_\_\_\_, Stratham Town Clerk - Date

\_\_\_\_\_  
\_\_\_\_\_, Exeter Town Clerk -Date

S:\ST-SZ\Stratham, Town of\Water Purchase Agreement\Water Agreement 10-29-15.docx

DRAFT

**TOWN OF EXETER  
MEMORANDUM**

TO: Board of Selectmen  
FROM: Russell Dean, Town Manager  
RE: FY15 Encumbrances  
DATE: December 28, 2015

---

There are two encumbrances from the general fund for FY15 to be approved by the Board.

1. Planning Software – This was a budgetary item approved for the FY15 budget. PeopleGIS, the Town’s current vendor for GIS, will complete the software conversion in early 2016. Amount requested: \$14,600.
2. Conservation Contract for Invasive Plant Oversight – This contract with Charles Moreno involves oversight of the treatment of invasive plants in the Town Forest. This work will be completed in 2016. Amount requested: \$1,900.





April 14, 2014

Sylvia von Aulock, Town Planner  
 TOWN OF EXETER  
 10 Front Street  
 Exeter, NH 03833

RE: Online Building Permit Management Services Proposal

Ms. Aulock,

As discussed, we are providing this proposal to provide the Town of Exeter with web-based Building and Planning Permit Management Tools based on PeopleForms.

Because the Town of Exeter already has our PeopleForms and MapsOnline services, there is no cost associated with setting up these tools. In addition, because the Town already has assessing data uploading to our services nightly, there is no cost associated with obtaining and integrating property ownership information. And lastly, we will setup a new MapsOnline site with mapping layers showing permits by category and status at no additional cost.

A short summary of remaining scope and costs is provided below.

### Task 1: Initial Building Permits Setup

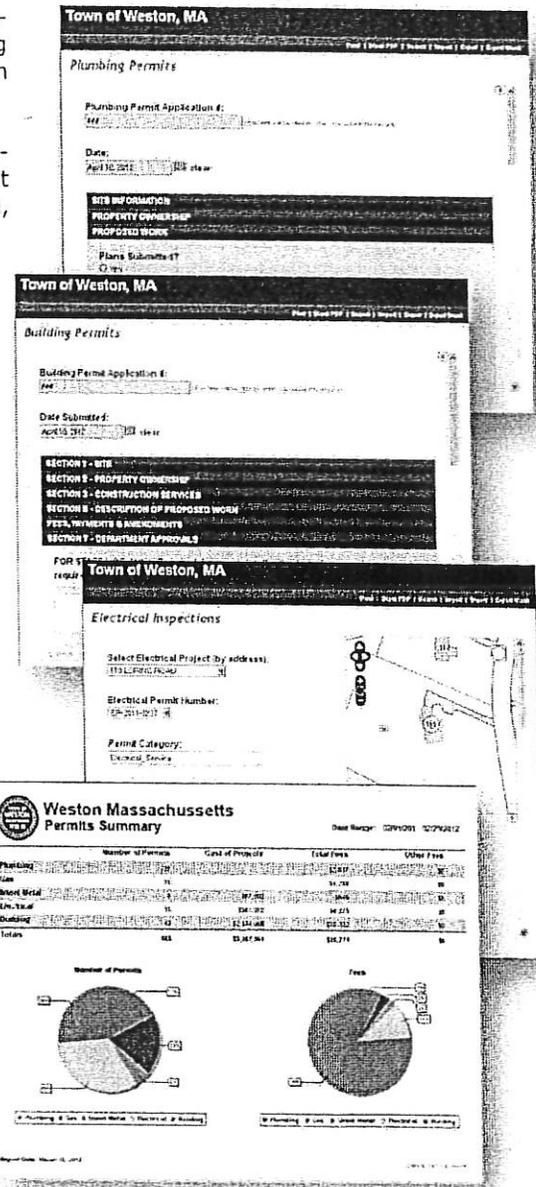
PeopleGIS will setup the Permit Management Forms that we recently discussed within the Town's current PeopleForms account. This setup will include setting up our standard permit forms, receipts and reports, including:

#### Permit Forms:

- Building Permit Application
- Electrical Permit Application
- Gas Permit Application
- Plumbing Permit Application
- Mechanical Application

#### Inspection Forms:

- Building Inspections
- Electrical Inspections
- Gas Inspections
- Plumbing Inspections
- Mechanical Inspections



# PeopleGIS

## Supporting Forms:

- Employees
- Permit Categories Lookup
- Permit Approvals Lookup
- Permit Inspections Lookup
- Permit Documents Lookup
- Contractors

## Reports (see Attachment A):

- Listing of Permits
- Permits Summary
- Listing of Inspections
- Certificate of Occupancies Issued

## **Task 2: Project Discussion/Meeting**

PeopleGIS will meet with Town staff to review initial forms/reports and to discuss the "flow" of the permitting process. Our goal is to identify any initial changes that might be necessary to meet the needs of the Town and the Town's existing permitting process. We have established a task for implementing these changes below (Task 3).

Prior to this meeting, the Town will provide PeopleGIS with electronic copies of the Town's current Building, Electrical, Plumbing, Gas and/or Sheet Metal Permit forms, so that PeopleGIS can review these forms and be better prepared to understand the Town's permitting processes.

In particular, we will review how our existing permit forms handle permit amendments, certificate of occupancies, contractor companies, contractor licensees, insurance checks, licensing checks, and other such points to ensure the Town understands our form operations.

## **Task 3: Implement Basic Changes to Existing Forms**

We have included twelve-hours of time in this task to implement necessary changes identified in Task 2.

## **Task 4: Obtain, Process and Integrate Legacy Data**

PeopleGIS will work with the Town to move past building permit data from your past tracking software to ours. We will discuss this process with Town staff and execute a data transfer early in this project so as to determine if there is anything unusual about your data that will need to be dealt with.

For example, PeopleGIS often finds that 80% of a Town's permit records are "open", that is, they are not "closed". In our PeopleForms Building Permits, we encourage permit records to indeed be closed when they are completed in order to make queries faster over the Internet. Therefore, if we find this to be the case in the Town, we will likely recommend that we close all permit records that have been inactive for six months. The Town will be able to search all of these records at any time, and the staff can re-open any permit record at any time.

# PeopleGIS

PeopleGIS will need to move your data from your old system twice actually as part of this project. As discussed above, we will do this early in the project. We will also do this at the end of this project immediately before the Town goes live with our new permits. We need to do this because the Town will be entering and modifying records in your old system during this project.

Therefore, PeopleGIS will require the Town's Building Department to select a day when no permit data will be entered. This day will give PeopleGIS the opportunity to obtain the data one last time and move it into the new system. This day cannot be on a PeopleGIS holiday or weekend. The Town will be able to start using the new system the very next day.

There are a few points to be made for this task:

- The Town will be responsible for assigning a member of your staff to work with PeopleGIS for this task of obtaining data from your previous permit tracking database. This data belongs to the Town and the license to access this data is between the Town and your previous vendor. We can work with the Town on this endeavor and support the process, but this needs to be executed on Town computers at the Town.
- We advise the Town to be sure prior to the project that you have the password to access your previous permit database and extract the data. The Town is responsible for providing either a CSV or Excel (xls) file for our use.
- PeopleGIS will make every attempt to move all legacy permit data into our permit tracking system. If the Town defines new categories for permits (as part of Tasks 2 and 3 above, we will make reasonable efforts to assign such categories to incoming data. This may not always be possible. PeopleGIS is not responsible for conversion of 100% of the information from the Town's previous permit tracking data. However, we will make every reasonable effort to achieve this goal.
- PeopleGIS is not responsible for any errors or omissions that may be present in the Town's previous permit tracking data.

This task will likely be the most difficult task of the entire project. We anticipate this task taking a minimum of two days and as many as four days to complete, based on the following:

- Consistency of the legacy data. Legacy data may have inconsistent category assignments, inconsistent levels of completion, and other issues that would need to be addressed prior to loading into our permit tracking database.
- Quality of previous permit record address information. New records in the PeopleGIS Building Permits will be tagged with addresses taken directly from the Town's Master Address Table in PeopleForms. This was not the case for the legacy permit data in the Town's previous permit tracking software. PeopleGIS will load this legacy data and determine how many addresses match the Master Address Table. Matched addresses will be able to be mapped in MapsOnline. Unmatched addresses will not be able to be mapped in MapsOnline. PeopleGIS can work with the Town to fix legacy address information. The amount of time required for this sub-task will affect the cost of this overall task.

*Due to this variability in time requirements, our costs proposed below will include a range for this task.* We will work closely with the Town on this task to ensure we both are part of the decision-making that affects time requirements and final data integrity.

# PeopleGIS

## **Task 5: Permits MapsOnline**

PeopleGIS will setup a new Permits MapsOnline site along with several permit mapping layers showing permits by category and status. This map will also appear in each of the appropriate permit forms. Such mapping will provide a spatial view of permit activity and help staff associate current permit processes with historical activity. Because the Town already uses our MapsOnline service, there is no cost for this task.

## **Task 6: Presentation/Training**

PeopleGIS will meet with the Town to review the product. This will be a full-day meeting (two 3-hour sessions) which will cover the following topics:

### Entering/Managing Permit Applications

- Adding new permits to the system
- Moving permits through the permitting process
- Approving/denying permits
- Handling contractor data
- Mapping permits/inspections
- Managing lookup tables

### Permit Inspections

- Field inspections with Android Tablets
- Taking inspection photos in the field
- Taking inspection "voice-notes" in the field
- Entering inspections in-office, using written records
- Passing/failing inspections
- Inspection reporting

The Town can add more training if this is deemed necessary. In this case, our daily rate of \$1500 would apply. One training concept would be to have PeopleGIS onsite for the first day of formal use to aid staff in that particular transition.

## **Task 7: Annual Support**

PeopleGIS will provide specific support to the needs of the Building Department regarding the operation of the Permit Management forms. This support includes improvements and enhancements to the permit forms as more and more communities use these tools and add experience to their operation.

## **Optional Task 8: Online Payments**

We believe the Town wishes to wait for a future phase of this project before implementing online payments. Therefore, patrons will need to mail-in their payments or bring them into Town Hall in person.

When the staff is ready, the Town can still make the permit application forms available to patrons online. Doing so will eliminate much of the data entry effort by town staff.

# PeopleGIS

## Optional Task 9: Field Tablets Setup Support

PeopleGIS can assist the Town on the selection of tablet computers for inspectors use in the field. We can also setup field tablets with daily calendars that will show links to each day's inspection records if the Town believes this will ease the migration over to tablet use in the field by inspectors. Given that we do not know all of the parameters for this task (i.e. which tablets the Town owns or will purchase and how much support from PeopleGIS will be needed) we offer this task on an hourly basis.

## Proposed Budget

Service	Setup Cost	Annual Cost*
Task 1: Initial Building Permits Setup	\$4,500	
Task 2: Project Discussion/Meeting	\$1,200	
Task 3: Implement Basic Changes	\$1,000	
Task 4: Obtain, Process, and Integrate Legacy Data**	\$2,000 - \$4,000	
Task 5: Permits MapsOnline	\$0	
Task 6: Presentation/Training	\$1,500	
Task 7: Annual Support		\$3,000
<b>Totals</b>	<b>\$9,200 - \$11,200</b>	<b>\$3,000</b>
Optional Task 8: Online Payments	-	-
Optional Task 9: Field Tablets Setup (two tablets)	\$400	

\* Setup and Annual Costs are due at the beginning of the first year immediately upon publication of services online. Annual costs will also be due every twelve months thereafter.

\*\*A range of costs for Task 4 is due to variability on time requirements based on legacy data quality, categorization, and other factors. Please read the task description for more information.

We are prepared to begin these tasks immediately. If you are ready to initiate this project, this document can serve as our agreement for services (along with any additional documentation the Town might require). In this case, please execute the Notice to Proceed on the following page and return the signed document to our office.

Please let us know if you have any questions or comments. We look forward to hearing from you.

Regards,



Kevin Flanders, President  
PeopleGIS

# PeopleGIS

# PeopleGIS

Mr. Kevin Flanders, President  
PEOPLEGIS INC.  
500 West Cummings Park, Suite 5950  
Woburn, MA 01801

RE: Notice to Proceed  
Online Building Permit Services for the Town of Exeter

Mr. Flanders:

I hereby authorize PeopleGIS Inc. to proceed with the selected tasks below in accordance with PeopleGIS's proposal dated April 14, 2014:

- Task 1: Initial Building Permits Setup
- Task 2: Project Meeting
- Task 3: Implement Basic Changes
- Task 4: Obtain, Process, and Integrate Legacy Data
- Task 5: Permits MapsOnline
- Task 6: Presentation/Training
- Task 7: Annual Support
- Optional Task 8: Online Payments
- Optional Task 9: Field Tablets Setup Support

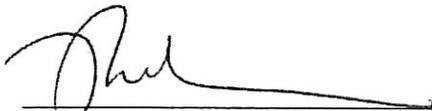
I understand there will be an initial billing of \$3000 and that all remaining billing will occur as setup tasks are completed and services are made available online. I understand that all billing will be payable within thirty (30) days of date of invoice.

Russell Dean

Printed Name

7/29/15

Date



Signature

Town Manager

Title

## Attachment A

### Initial Building Permit Reports

The following represents our standard set of permit reports for Building Permits. Variations to these reports and additional custom reports can certainly be provided for an hourly fee.

#### Report #1: Listing of Permits

The Listing of Permits provides a summary of all permits for a specified time period. Total costs and fees are provided.

This report provides several options, including the date range, included permits by type (Building, Electrical, Plumbing, Gas, Sheet Metal, All), included permits by status (Application, Issued, Open, Closed). This report can be automatically emailed periodically to management for their review, saved as a favorite of individual's Internet browsers, or generated on demand in PDF format.



### Bellingham Massachusetts Listing of Permits

Date Range: 01/01/2014 - 02/23/2014  
Page 1 of 5

Permit	Permit #	Date	Address	Contractor	Contractor Addr	Category	Status	Cost	Fee	Other
Electrical	EP-2013-427	01/03/2014	176 HARTFORD AV	Jansonne Electric, Inc.	114 Worcester Hwy, South Acton, MA 02781	Lighting/Fixtures	Closed	1100	50	0
Electrical	EP-2013-428	01/03/2014	25 POND ST	Plumbers		Appliances	Open	0	0	0
Electrical	EP-2013-429	01/03/2014	161 MECHANIC ST	ACT LLC DBA Security	410 University Ave, Westford, MA 02186	Security Systems	Open	0	0	0
Electrical	EP-2013-430	01/03/2014	273 WRENTHAM RD	Lovell Electric	27 Rume Mills Drive, Fitchburg, MA 01525	Remodel	Open	0	0	0
Electrical	EP-2014-2	01/07/2014	64 PLYMOUTH RD	Victory Heating & Air Conditioning Co. Inc.	115 Windsor Street, Bellingham, MA 02910	HVAC	Closed	0	0	0
Electrical	EP-2014-3	01/10/2014	10 STEVEN RD	Jakoby Bennett	42 Fairview Court, Douglas, MA	Appliances	Open	0	0	0
Electrical	EP-2014-4	01/10/2014	43 W SHRIDGE RD	Louis Anderson	25 Natick Street, Needham Heights, MA 02461	Appliances	Open	0	0	0
Electrical	EP-2014-5	01/10/2014	70 PULASKI BV	Musick and Sons Construction & Electric, Inc.	26 Production Road, Suite A, Woburn, MA 02458	Lighting/Fixtures	Open	0	0	0
Electrical	EP-2014-6	01/10/2014	207 HARTFORD AV	James Cote	Quincy Ln, Quincy, MA 02269	Remodel	Open	0	0	0
Electrical	EP-2014-7	01/10/2014	560 SOUTH MAIN ST	Hughesman Projectors, Inc.	22 Stoneham Drive, Needham, MA 02461	Security Systems	Open	0	0	0
Electrical	EP-2014-8	01/13/2014	131 PULASKI BV	SARAF Electric	303 South St, Framingham, MA 01902	Security Systems	Open	0	0	0
Electrical	EP-2014-9	01/15/2014	77 LAKE ST	Nicholas J. Rivera	159 Inglewood Park, Springfield, MA 01104	Appliances	Open	0	0	0
Electrical	EP-2014-10	01/15/2014	6 PLYMOUTH RD	ACT LLC DBA Security	410 University Ave, Westford, MA 02186	Fire Alarm	Open	0	0	0
Electrical	EP-2014-11	01/21/2014	73 BOX POND DR	Nicholas J. Rivera Electric, Inc.	10 Crane Road, North Attleboro, MA 02760	Service	Open	0	0	0
Electrical	EP-2014-12	01/21/2014	7 EDWARD CR	John B. B.	12 Village St, Needham, MA	Remodel	Closed	0	0	0
Electrical	EP-2014-13	01/21/2014	108 ELBOW ST	JW General Electric	1284 Hill Street, Westborough, MA 01581	Remodel	Open	0	0	0
Electrical	EP-2014-14	01/22/2014	29 CAROLINE DR	Victory Heating & Air Conditioning Co. Inc.	115 Windsor Street, Bellingham, MA 02910	Lighting/Fixtures	Open	0	0	0
Electrical	EP-2014-15	01/23/2014	13 MORRIS DR	Shore Electric	155 Central Ave, Westfield, MA	HVAC	Open	0	0	0
Electrical	EP-2014-16	01/24/2014	199 HARTFORD AV	LTD Electrical Services Inc.	20 West St, Needham, MA 02461	Remodel	Closed	0	0	0
Electrical	EP-2014-17	01/24/2014	190 LAKE SHORE DR	GM Plumbing Services, Inc.	1 Washington Road, Uxbridge, MA 02876	Remodel	Open	0	0	0

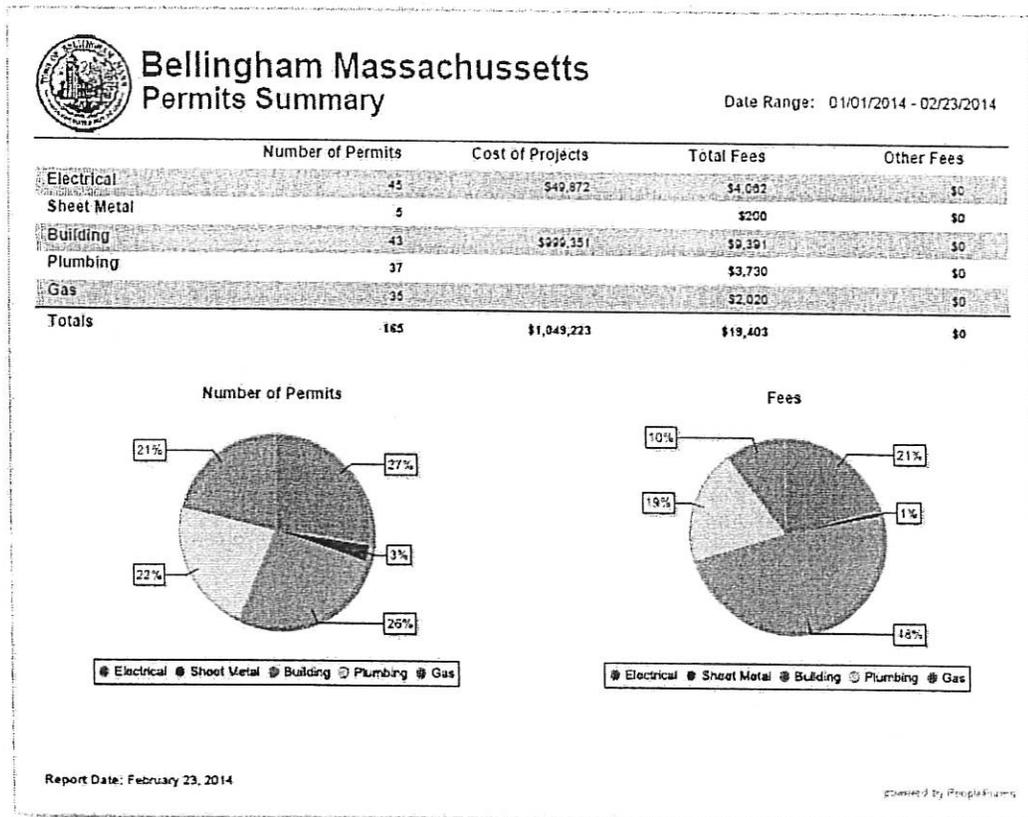
Report Date: February 23, 2014

Downloaded by PeopleGIS

## Report #2: Permits Summary

The Permits Summary Report is a single-page summary for Department Heads and Town Managers.

This report can be automatically emailed periodically to management for their review, saved as a favorite of individual's Internet browsers, or generated on demand in PDF format.



## Report #3: Listing Of Inspections

The Listing of Inspections provides a summary of all inspections (and their results) for a specified time period. This report can support your town's review of expense reports by providing information of inspections actually performed.

This report provides several options, including the date range, included permits by type (Building, Electrical, Plumbing, Gas, Sheet Metal, All), and included inspectors. This report can be automatically emailed periodically to management for their review, saved as a favorite of individual's Internet browsers, or generated on demand in PDF format.



### Bellingham Massachusetts

#### Listing of Inspections

Date Range: 01/01/2014 - 02/23/2014

Page 1 of 4

Insp Date	Permit #	Address	Inspector	Type	Category	Status
<b>Building</b>						
Number of Inspections 48						
01/22/2014	BP-2013-482	7 EDWARD CR	Est Vane	Building	Rough Fram	PASSED
01/04/2014	BP-2013-447	99 FARM ST	Stuart LeClare	Building	Insulation	PASSED
01/09/2014	BP-2013-332	13 OAK TR	Stuart LeClare	Building	Final	PASSED
01/05/2014	BP-2013-482	64 WETHERSFIELD RD	Stuart LeClare	Building	Rough Fram	PASSED
01/09/2014	BP-2013-541	49 HIGHRIDGE RD	Stuart LeClare	Building	Rough Fram	PASSED
01/09/2014	BP-2013-237	189 HARTFORD AV	Stuart LeClare	Building	Cover	PASSED
01/14/2014	BP-2013-444	22 KATHY DR	Stuart LeClare	Building	Final	PASSED
01/14/2014	BP-2013-541	49 HIGHRIDGE RD	Stuart LeClare	Building	Insulation	PASSED
01/15/2014	BP-2013-545	68 NORTH MAIN ST	Stuart LeClare	Building	Final	PASSED
01/15/2014	BP-2014-3	63 NORTH MAIN ST	Stuart LeClare	Building	Foundation	PASSED
01/15/2014	BP-2013-549	48 LIZOTTE DR	Stuart LeClare	Building	Foundation	PASSED
01/21/2014	BP-2013-519	10 DUPRE RD	Stuart LeClare	Building	Rough Fram	PASSED
01/21/2014	BP-2013-530	10 STEVEN RD	Stuart LeClare	Building	Rough Fram	PASSED
01/21/2014	BP-2013-549	48 LIZOTTE DR	Stuart LeClare	Building	Foundation	PASSED
01/21/2014	BP-2013-454	64 WETHERSFIELD RD	Stuart LeClare	Building	Final	PASSED
01/22/2014	BP-2013-482	64 WETHERSFIELD RD	Stuart LeClare	Building	Final	PASSED
01/23/2014	BP-2013-489	7 EDWARD CR	Stuart LeClare	Building	Insulation	PASSED
01/23/2014	BP-2013-525	4 PINE ACRES DR	Stuart LeClare	Building	Rough Fram	PASSED
01/23/2014	BP-2013-551	48 NASON ST	Stuart LeClare	Building	Final	PASSED
01/23/2014	BP-2013-503	4 OVERLOOK DR	Stuart LeClare	Building	Building	PASSED
01/29/2014	BP-2014-26	501 HARTFORD AV	Stuart LeClare	Building	Final	PASSED
01/29/2014	BP-2013-530	10 STEVEN RD	Stuart LeClare	Building	Insulation	PASSED
01/29/2014	BP-2014-31	40 POIRIER ST	Stuart LeClare	Building	Final	PASSED
01/29/2014	BP-2013-525	4 PINE ACRES DR	Stuart LeClare	Building	Insulation	PASSED
01/30/2014	BP-2013-400	20 PINE ACRES DR	Stuart LeClare	Building	Rough Fram	FAILED
01/30/2014	BP-2014-31	40 POIRIER ST	Stuart LeClare	Building	Other	PASSED
01/30/2014	BP-2013-545	83 PLYMOUTH RD	Stuart LeClare	Building	Rough Fram	PASSED
02/02/2014	BP-2014-22	6 COUNTRY WY	Stuart LeClare	Building	Final	PASSED
02/03/2014	BP-2013-400	20 PINE ACRES DR	Stuart LeClare	Building	Final	PASSED
02/03/2014	BP-2013-457	42 SUSAN LN	Stuart LeClare	Building	Final	PASSED
02/04/2014	BP-2013-504	26 PINE WARBLER WY	Stuart LeClare	Building	Final	PASSED
02/04/2014	BP-2013-369	133 BLACKSTONE ST	Stuart LeClare	Building	Rough Fram	PASSED
02/04/2014	BP-2013-229	78 LAUREL LH	Stuart LeClare	Building	Rough Fram	PASSED
02/04/2014	BP-2013-216	39 NORTH MAIN ST	Stuart LeClare	Building	Final	PASSED

Report Date: February 23, 2014 Generated by PeopleForms

Charles Moreno, LPF  
Consulting Forester  
PO Box 60  
Center Strafford, NH 03815

## PROFESSIONAL WORK AGREEMENT

October 1, 2015

**Landowner:**  
Town of Exeter  
Exeter Conservation Commission  
Attn: Jason Gregoire, Chair  
10 Front Street  
Exeter, NH 03833

**Job:** Project Management for Invasive Plant Control  
(Implementation of Oct 2011 Forest Management Plan)

**Location:** Affected sections of Areas #1 and #2, covering the southern half of the 240.5± acre Henderson-Swasey Town Forest located on the northwest side of Newfields Road in Exeter, New Hampshire. Exeter Tax Map Lots: 39-2, 39-3, 40-13, and 49-8.

### Project Task Description:

- I. **Project Management for Invasive Plant Control:**
  - a) *Research* potential contractors.
  - b) *Contact* contractors and schedule project showings. Solicit project quotes (on per/acre treatment basis).
  - c) *Work with Conservation Commission to select contractor, budget area to be covered.*
  - d) *Contract* (typically provided by contractor) *review.*
  - e) *Contractor contact*, to insure they perform project on scheduled dates.
  - f) *Demarcate* (with flagging) perimeter of treatment areas.
  - g) *GPS* acreage of treatment areas.
  - h) *Project supervision.*
  - i) *Communications/meetings* with Exeter Conservation Commission or other town representative(s).

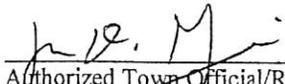
### Professional Service Fees: (Projected cost \$1,900±)

Moreno Forestry Associates personnel, NH Licensed Professional Foresters (LPF)  
Charles Moreno and Gregory Jordan @ \$75/hr.  
Projected as 25± hours, with \$25± materials. Total projected cost: \$1,900±.

### Service Quotation and Conditions:

- I. Project cost is not to exceed \$2,300 without explanation to, and authorization by, the Conservation Commission or Board of Selectmen
- II. Billing to be made incrementally or at completion of project.
- III. Project time frame: April through October 2015.
- IV. Deviation from above outlined project tasks, or additional requested project tasks, will be billed according to the quoted hourly rate.

### Acceptance Signatures:

 10/1/15  
Authorized Town Official/Representative Date  
Exeter, New Hampshire

 10/1/15  
Charles Moreno, LPF Date  
Consulting Forester, Center Strafford, NH 03815

**TOWN OF EXETER  
MEMORANDUM**

TO: Board of Selectmen  
FROM: Russell Dean, Town Manager  
RE: FY15 Snow/Ice Deficit Fund Withdrawal  
DATE: December 28, 2015

---

FY15 year to date expenses exceed budget by \$187,087.28 in the snow and ice budget in the Department of Public Works. As you know, when the Town overspends a portion of the budget, it either must be made up elsewhere or the Town can petition DRA as an emergency expense to cover the deficit from the fund balance.

I am requesting the Board authorize a withdrawal of \$50,000 from the snow/ice deficit fund to partially offset the overage in this year's snow/ice budget. Most of the overage as you know came from the record setting snow amounts the Town received from January to March, 2015.

Current Year Expenditures  
~~Building Inspector/Codes Enforcement~~

Town of Exeter  
As Of: December 2015, GL Year 2015

Account Number	General Fund	Budget	MTD Exp	YTD Exp	Balance	%Used
<b>DPW Snow Removal</b>						
01-4312-0603-1200	PS- Sal/Wages PT	0.00	0.00	491.60	-491.60	0.000
01-4312-0603-1300	PS- Sal/Wages - OT Snow	60,000.00	0.00	88,294.97	-28,294.97	147.158
01-4312-0603-1350	PS- FEMA Storm Related OT	0.00	0.00	12,177.44	-12,177.44	0.000
01-4312-0603-1370	PS- Sal/Wages-OT Mech	2,000.00	0.00	3,326.43	-1,326.43	166.322
	<b>Totals</b>	<b>62,000.00</b>	<b>0.00</b>	<b>104,290.44</b>	<b>-42,290.44</b>	<b>168.210</b>
<b>PS- FICA</b>						
01-4312-0603-2200	PS- FICA	3,844.00	0.00	6,318.99	-2,474.99	164.386
01-4312-0603-2210	PS- Medicare	899.00	0.00	1,477.78	-578.78	164.380
01-4312-0603-2300	PS- Retirement Town	6,801.00	0.00	10,516.54	-3,715.54	154.632
	<b>Totals</b>	<b>11,544.00</b>	<b>0.00</b>	<b>18,313.31</b>	<b>-6,769.31</b>	<b>158.639</b>
<b>PS- Contracted Snow Removal</b>						
01-4312-0603-4220	PS- Contracted Snow Removal	35,000.00	0.00	106,848.55	-71,848.55	305.282
01-4312-0603-4221	PS- Plowing	60,000.00	0.00	103,305.00	-43,305.00	172.175
01-4312-0603-4320	PS- Vehicle Maintenance	7,000.00	0.00	16,334.31	-9,334.31	233.347
01-4312-0603-4349	PS- Plow/Spreader Repair	0.00	386.90	3,246.06	-3,246.06	0.000
01-4312-0603-4623	PS- Plow Damages	2,000.00	0.00	4,565.15	-2,565.15	228.258
	<b>Totals</b>	<b>104,000.00</b>	<b>386.90</b>	<b>234,299.07</b>	<b>-130,299.07</b>	<b>225.288</b>
<b>PS- Salt</b>						
01-4312-0603-5007	PS- Salt	65,000.00	0.00	60,161.13	4,838.87	92.556
01-4312-0603-5008	PS- Sand	1,000.00	0.00	0.00	1,000.00	0.000
01-4312-0603-5009	PS- Calcium Chloride	500.00	0.00	401.39	98.61	80.278
01-4312-0603-5922	PS- FEMA Reimb Force Labor	0.00	0.00	14,692.50	-14,692.50	0.000
01-4312-0603-5923	PS- FEMA Reimb Force Equipment	0.00	0.00	37.86	-37.86	0.000
	<b>Totals</b>	<b>66,500.00</b>	<b>0.00</b>	<b>75,292.88</b>	<b>-8,792.88</b>	<b>113.222</b>
<b>PS - Fuel</b>						
01-4312-0603-6260	PS - Fuel	20,000.00	0.00	18,935.58	1,064.42	94.678
	<b>Totals</b>	<b>20,000.00</b>	<b>0.00</b>	<b>18,935.58</b>	<b>1,064.42</b>	<b>94.678</b>
<b>DPW Snow Removal</b>						
	<b>Totals</b>	<b>264,044.00</b>	<b>386.90</b>	<b>451,131.28</b>	<b>-187,087.28</b>	<b>170.855</b>
	<b>General Fund</b>	<b>264,044.00</b>	<b>386.90</b>	<b>451,131.28</b>	<b>-187,087.28</b>	<b>170.855</b>
	<b>Grand Total</b>	<b>264,044.00</b>	<b>386.90</b>	<b>451,131.28</b>	<b>-187,087.28</b>	<b>170.855</b>



Town of Exeter		2016 Preliminary Budget Summary						2016 Default Budget	
UPDATED: 12/14/15		2013 Actual	2014 Actual	2015 Budget	2016 Prelim Budget	2016 BRC Budget	2016 BOS Budget	2016 Default Budget	Notes
DEPARTMENT									
<b>Police</b>									
401	Administration	671,345	725,192	735,183	749,691	758,696	758,696	758,286	Wages & Retirement
402	Staff	468,898	587,871	574,876	611,259	621,424	621,424	621,424	Wages & Benefits (New contract)
403	Patrol	1,771,474	1,831,254	1,896,840	1,928,635	1,976,677	1,951,495	1,951,495	Wages (New contract)
404	Animal Control	1,072	1,249	1,250	1,250	1,250	1,250	1,250	Wages & Benefits (New contract); Equip Maint. (New radio equip per 2015 WAR)
405	Communications	406,725	422,349	439,338	469,797	462,065	462,065	462,066	
	<b>Total Police</b>	<b>3,319,514</b>	<b>3,567,915</b>	<b>3,647,487</b>	<b>3,760,631</b>	<b>3,820,112</b>	<b>3,794,930</b>	<b>3,794,520</b>	
<b>Fire</b>									
501	Administration	502,940	533,238	518,214	522,536	525,063	525,063	530,936	
503	Fire Suppression	2,907,970	2,889,933	2,951,935	2,937,366	2,974,449	2,999,632	2,973,613	Wages & Benefits (Staff turnover)
504	Emergency Management	24,170	25,449	28,816	28,432	25,932	25,932	25,932	
505	Health	122,369	141,763	160,708	179,057	179,057	179,057	179,257	Capital Outlay (Sportsmen's Club fence)
	<b>Total Fire</b>	<b>3,557,449</b>	<b>3,590,383</b>	<b>3,659,673</b>	<b>3,667,391</b>	<b>3,704,501</b>	<b>3,729,684</b>	<b>3,709,738</b>	
<b>Public Works - General Fund</b>									
601	Administration & Engineering	325,560	382,090	383,395	471,108	441,269	416,007	415,807	EPA Storm Water Phase II
602	Highways & Streets	1,745,757	1,911,935	1,950,118	1,925,769	1,999,475	1,974,475	1,937,073	Wages & Benefits (Staff turnover)
603	Snow Removal	343,513	319,504	264,044	343,764	293,764	281,882	279,168	Wages (added one PT position), Disposal Contract
604	Solid Waste Disposal	813,117	829,897	834,001	857,749	854,224	847,765	843,574	Contract
605	Street Lights	139,445	151,257	130,000	150,000	150,000	150,000	150,000	Electricity
	<b>Total Public Works - GF</b>	<b>3,367,392</b>	<b>3,594,683</b>	<b>3,561,557</b>	<b>3,748,389</b>	<b>3,738,732</b>	<b>3,670,129</b>	<b>3,625,622</b>	
<b>Maintenance</b>									
606	General	431,607	388,969	434,638	441,000	447,004	447,004	446,704	FY Custodian
607-614	Town Buildings	226,902	275,939	243,700	293,500	271,800	271,800	270,400	Utilities
616	Maintenance Projects	123,951	100,240	175,000	125,000	100,000	100,000	100,000	Town Office wiring \$50k (LY)
615	Mechanics/Garage	224,791	207,652	208,885	232,824	239,414	239,414	211,409	Wages & Benefits (FT Mechanic Laborer request)
	<b>Total Maintenance</b>	<b>1,007,251</b>	<b>972,800</b>	<b>1,062,222</b>	<b>1,092,324</b>	<b>1,058,218</b>	<b>1,058,218</b>	<b>1,028,514</b>	

Town of Exeter		2016 Preliminary Budget Summary											
UPDATED:12/14/15													
DEPARTMENT	2013 Actual	2014 Actual	2015 Budget	2016 Prelim Budget	2016 BRC Budget	2016 BOS Budget	2016 Default Budget	Notes					
Welfare													
710 Welfare	77,619	75,062	86,436	64,666	64,666	64,666	86,436	Benefits (PT Position)					
<b>Total Welfare</b>	<b>77,619</b>	<b>75,062</b>	<b>86,436</b>	<b>64,666</b>	<b>64,666</b>	<b>64,666</b>	<b>86,436</b>						
Parks & Recreation													
801 Recreation	256,941	272,251	291,145	297,675	303,539	303,539	303,539	Wages & Retirement					
802 Parks	151,014	175,153	167,661	187,989	182,464	182,464	176,634	Contracted Services, Landscaping Supplies					
<b>Total Parks &amp; Recreation</b>	<b>407,955</b>	<b>447,404</b>	<b>458,806</b>	<b>485,664</b>	<b>486,003</b>	<b>486,003</b>	<b>480,174</b>						
Other Culture/Recreation													
116/804 Other Culture/Recreation	21,848	23,636	31,300	30,951	30,951	30,951	30,951						
805 Special Events	12,399	12,255	14,000	14,500	14,500	14,500	14,000	Fireworks for AIM Festival					
<b>Total Other Culture/Recreation</b>	<b>34,247</b>	<b>35,891</b>	<b>45,300</b>	<b>45,451</b>	<b>45,451</b>	<b>45,451</b>	<b>44,951</b>						
Public Library													
901 Library	894,822	910,837	898,407	920,400	927,413	927,413	921,413	Wages, Public Services					
<b>Total Library</b>	<b>894,822</b>	<b>910,837</b>	<b>898,407</b>	<b>920,400</b>	<b>927,413</b>	<b>927,413</b>	<b>921,413</b>						
Debt Service & Capital													
921-923 Debt Service	749,038	721,289	943,758	780,691	780,691	780,691	780,691	Conservation Bond (Final payment-2015)					
117 Vehicle Replacement/Lease	416,505	531,830	284,293	391,222	376,710	376,710	345,706	See vehicle list					
117 Misc. Expense	17,957	(3,357)	3	3	3	3	3						
118 Capital Outlay - Other	48,601	48,601	48,601	-	-	-	-	SCBA Fire Equip. (Final payment-2015)					
<b>Total Debt Service &amp; Capital</b>	<b>1,232,101</b>	<b>1,298,363</b>	<b>1,276,655</b>	<b>1,171,916</b>	<b>1,157,404</b>	<b>1,157,404</b>	<b>1,126,400</b>						
Benefits & Taxes													
931 Health Insurance Buyout	68,501	123,577	94,567	241,187	98,087	92,486	98,087	Health Insurance Buyout (16 employees)					
933 Unemployment	11,154	7,042	4,067	4,270	2,725	2,725	2,725						
937 Worker's Compensation	147,288	160,356	174,514	186,730	186,384	186,384	186,384						
114/941 Insurance	142,355	115,722	124,323	129,295	133,272	133,272	133,272						
<b>Total Benefits &amp; Taxes</b>	<b>369,298</b>	<b>406,697</b>	<b>397,471</b>	<b>561,482</b>	<b>420,468</b>	<b>414,867</b>	<b>420,468</b>						
<b>Total GF Operating Budget</b>	<b>16,190,014</b>	<b>16,922,947</b>	<b>17,225,406</b>	<b>17,753,250</b>	<b>17,651,172</b>	<b>17,576,735</b>	<b>17,411,021</b>						

Town of Exeter		2013 Actual	2014 Actual	2015 Budget	2016 Prelim Budget	2016 BRC Budget	2016 BOS Budget	2016 Default Budget	Notes
<b>Town of Exeter</b>									
<b>2016 Preliminary Budget Summary</b>									
UPDATED:12/14/15									
<b>DEPARTMENT</b>	<b>2013 Actual</b>	<b>2014 Actual</b>	<b>2015 Budget</b>	<b>2016 Prelim Budget</b>	<b>2016 BRC Budget</b>	<b>2016 BOS Budget</b>	<b>2016 Default Budget</b>		
<b>Other Appropriations - Warrant Articles</b>									
Human Service Warrant Article	114,478	109,595	113,895	116,400	107,619	108,035			
Supplemental Paving	250,000	-	-	-	-	-	-	-	
375th Anniversary Celebrations	20,974	-	-	-	-	-	-	-	
Town Wide Facilities Plan	-	50,000	-	-	-	-	-	-	
DPW/SEIU Agreement	-	-	-	-	-	-	-	-	
Communications Improvement	-	-	100,000	-	-	-	-	-	
Public Safety Complex Heating	-	-	122,100	-	-	-	-	-	
Sno Go	-	-	32,614	-	-	-	-	-	
Replace Street Sweeper	-	-	56,482	-	-	-	-	-	
Replace Fire Alarm Truck	-	-	21,573	-	-	-	-	-	
Snow/Ice Deficit Fund	-	-	50,000	-	-	-	-	-	
Sick Leave Expendable Trust	-	-	50,000	-	-	-	-	-	
Exeter Police Association Agreement	-	-	3,575	-	-	-	-	-	
Dam Analysis	-	-	-	80,000	-	-	-	-	
Financial Software	-	-	-	63,343	28,790	28,790	-	-	
Downtown Parking Study	-	-	-	50,000	35,000	35,000	-	-	
Master Plan Update	-	-	-	50,000	50,000	50,000	-	-	
Complete Streets Study	-	-	-	25,000	-	-	-	-	
Bike Path Master Plan	-	-	-	25,000	-	-	-	-	
Highway Dump Truck #10	-	-	-	38,182	-	-	-	-	
Cat Backhoe #41	-	-	-	38,323	-	-	-	-	
Highway Dump Truck #28	-	-	-	36,001	36,001	36,001	36,001	36,001	
Light Duty Vehicles	-	-	-	22,804	18,292	17,416	-	-	
<b>Total Other Appropriations-W</b>	<b>385,452</b>	<b>159,595</b>	<b>550,239</b>	<b>545,053</b>	<b>275,701</b>	<b>275,242</b>	<b>-</b>	<b>-</b>	
<b>Borrowing Other</b>									
Epping Road TIF	-	-	6,845,312	-	-	-	-	-	
Kingston Road Bike-Ped Impvt	-	-	750,000	-	-	-	-	-	
Linden St. culverts	150,000	-	711,000	-	-	-	-	-	
Sidewalk Program	-	-	580,000	-	-	-	-	-	
Court St. Bridge/Culvert Replacement	-	-	-	1,154,000	-	-	-	-	
<b>Total Borrowing Other</b>	<b>150,000</b>	<b>-</b>	<b>8,886,312</b>	<b>1,154,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Total General Fund &amp; WAR &amp; Borrowing</b>	<b>16,725,462</b>	<b>17,082,538</b>	<b>26,661,956</b>	<b>19,452,303</b>	<b>17,926,874</b>	<b>17,851,977</b>	<b>17,411,021</b>	<b>-</b>	

Town of Exeter		2016 Preliminary Budget Summary								
UPDATED: 12/14/15										
DEPARTMENT	2013 Actual	2014 Actual	2015 Budget	2016 Prelim Budget	2016 BRC Budget	2016 BOS Budget	2016 Default Budget	Notes		
<b>Water Fund</b>										
621 Administration	302,839	380,450	367,790	396,533	389,885	386,447	386,447	Legal Expense		
624 Billing and Collection	108,418	115,295	132,733	139,931	142,358	142,358	142,358	FY for FT Utilities Clerk		
622 Distribution	508,272	667,139	658,034	853,992	822,081	822,081	789,612	Wages & Benefits (new heavy system operator); Contracted Maintenance; Electricity; Pump Station & Towers		
623 Treatment	668,451	715,686	739,035	760,869	741,065	741,065	764,590	Consulting (DBP regulations)		
625-626 Debt Service	468,941	531,691	821,369	808,604	808,604	808,604	808,604	Interest on Bonds		
627 Capital Outlay	107,825	114,589	72,500	55,000	50,000	75,000	55,000	Capital Outlay - Vehicle		
<b>Total WF Operating Budget</b>	<b>2,164,742</b>	<b>2,524,848</b>	<b>2,791,462</b>	<b>3,014,929</b>	<b>2,953,993</b>	<b>2,975,555</b>	<b>2,946,611</b>			
<b>Sewer Fund</b>										
631 Administration	349,417	349,389	349,190	350,477	350,217	346,779	352,279	Benefits		
634 Billing and Collection	104,863	104,499	132,733	139,931	142,358	142,358	142,358	Wages & Benefits		
632 Collection	504,181	547,003	653,688	634,271	708,309	708,309	686,739	Equip Maint.; Pump & Control Maint.		
633 Treatment	447,986	441,005	492,487	471,476	467,635	467,635	482,135	Outfall Dredging; Equip Maint.; Electricity		
635-636 Debt Service	549,042	1,020,404	642,765	658,388	658,388	658,388	658,388	BAN Interest		
637 Capital Outlay	244,205	191,283	225,759	157,079	77,079	77,079	-	I/I Abatement; Capital Outlay - Vehicle		
<b>Total SF Operating Budget</b>	<b>2,199,692</b>	<b>2,653,583</b>	<b>2,496,622</b>	<b>2,411,622</b>	<b>2,403,987</b>	<b>2,400,549</b>	<b>2,321,900</b>			

EXETER TOWN WARRANT – 2016

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 30, 2016 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 8, 2016 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: 2 Selectman for a 3-year term; 1 Checklist Supervisor for a 2-year term; 1 Checklist Supervisor for a 6-year term; 1 Trustee of Swasey Parkway for a 3-year term; 1 Trustee of the Robinson Fund for a 7-year term; 1 Trustee of Trust Funds for a 3-year term. XX Library Trustees for a 3-year term.

**Article**

Zoning Amendment: Fertilizer (TBD)

**Article \_\_\_ Petitioned Zoning Amendment:** Are you in favor of the adoption of Amendment #\_\_ submitted by Petition for the town zoning ordinance, as follows:

On the petition of Christopher Surette and other registered voters of the Town of Exeter, to see if the town will vote to:

Amend Article 2, Definitions by adding a definition for “Mixed Use” to read as follows: “Mixed Use: the combination of residential and non-residential uses on one or more lots.

Amend Article 4, Section 4.2 Schedule I: Permitted Uses to allow “Mixed Use Multi-family Residential development” as a permitted use in the C-3, Epping Road Highway Commercial zoning district.

Amend Article 4, Section 4.4 Schedule III: Density and Dimensional Regulations – Non-Residential Minimum Lot Area/Dwelling Unit (Sq. Ft.) by adding reference to Note #21 to read as follows: Residential density for multi-family development is 5,000 square feet per dwelling unit.

Amend Article 4, Section 4.4 Schedule III: Density and Dimensional Regulations – Non-Residential Minimum Lot Area/Municipal Water & Sewer by adding a reference to Note #22. Amend Schedule III: Notes by adding Note #22 to read as follows: Municipal water and sewer and underground utilities are required.

Amend Article 4, Section 4.4 Schedule III: Density and Dimensional Regulations – Non-Residential Minimum Yard Setbacks – Front by adding reference to Note #23. Amend Schedule III Notes by adding Note #23, to read as follows: Minimum front yard setback of 500 feet required from Epping Road for Mixed Use Multi-family Residential development.

The Planning Board \_\_\_\_\_ recommend this article.

**Article \_\_ Petitioned Zoning Amendment:** Are you in favor of the adoption of Amendment #\_\_ submitted by Petition for the town zoning ordinance, as follows:

To see if the town will vote to Amend Article 4.2 Schedule I: Permitted Uses by adding the language: “A special exception for a community building in the R1; R2; R3; or R4 districts may not include a methadone clinic, marijuana dispensary; sexually oriented business; homeless shelter, nor homeless day-center”.

The Planning Board \_\_\_\_\_ recommend this article.

**Article - Wastewater Facility**

To see if the Town will vote to raise and appropriate the sum of \_\_\_\_\_ and \_\_\_\_\_ dollars ((\$ \_\_\_\_\_), for the purpose of constructing a new wastewater facility and site improvements at Newfields Road, and to authorize the issuance of not more than (\$ \_\_\_\_\_) of bonds or notes in accordance with the provisions of the Municipal Finance Act (RSA 33); and further to authorize the Board of Selectmen to issue and negotiate such bonds or notes and to determine the rate of interest thereon.

(3/5 ballot vote required for approval.)

\_\_\_\_\_ by the Board of Selectmen

**Article**

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

**Article – 2016 Operating Budget**

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 \$ \_\_\_\_\_. Should this article be defeated, the default budget shall be \$ \_\_\_\_\_ 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)

\_\_\_\_\_ by the Board of Selectmen

**Article – 2016 Water Budget**

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 \$\_\_\_\_\_. Should this article be defeated, the water default budget shall be \$\_\_\_\_\_ 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)

\_\_\_\_\_ by the Board of Selectmen

**Article – 2016 Sewer Budget**

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 \$\_\_\_\_\_. Should this article be defeated, the default budget shall be \$\_\_\_\_\_ 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)

\_\_\_\_\_ by the Board of Selectmen

**Article – Human Service Agencies**

To see if the Town will vote to raise and appropriate, through special warrant article, the sum of one-hundred seven thousand \_\_\_\_\_ (\$107,\_\_\_\_), for the support of various human service agencies that will serve Exeter residents in 2016:

Agency	BRC	BOS
A Safe Place	\$7,334	\$7,334
Area Home Care	\$10,334	\$10,334
Big Brother/Big Sister	\$7,500	\$7,500
<b>CASA (Court Appointed Special Advocates)</b>	<b>\$750</b>	<b>\$500</b>
<b>Child and Family Services</b>	<b>\$9,667</b>	<b>\$12,000</b>
Crossroads House	\$3,500	\$3,500
<b>Families First</b>	<b>\$3,750</b>	<b>\$5,000</b>
Friends Program (formerly RSVP)	\$2,200	\$2,200
Meals on Wheels – Food	\$9,200	\$9,200
New Generation Shelter	\$2,000	\$2,000
New Heights (formerly New Outlook)	\$3,000	\$3,000
NHSPCA	\$1,400	\$1,400
Richie McFarland Center	\$9,900	\$9,900
<b>Rockingham Community Action</b>	<b>\$10,667</b>	<b>\$11,000</b>
<b>Seacoast Family Promise</b>	<b>\$2,000</b>	<b>\$1,500</b>

Seacoast Mental Health	\$8,500	\$8,500
Seacoast VNA	\$4,167	\$4,167
St. Vincent De Paul	\$6,250	\$5,000
Womenade of Greater Squamscott	\$3,750	\$3,000
End 68 Hours of Hunger	\$1,750	\$1,000
Total	\$107,619	\$108,035

(Majority vote required)

\_\_\_\_\_ by the Board of Selectmen

**Article – Sick Leave Trust Appropriation (\$75,000)**

To see if the Town will vote to raise and appropriate the sum of seventy five-thousand dollars (\$75,000) to be added to the Sick Leave Expendable Trust Fund previously established. This sum to come from general fund surplus.

(Majority vote required)

\_\_\_\_\_ by the Board of Selectmen

**Article -- Master Plan Update CRF and Study (\$50,000)**

To see if the Town will vote to establish a non capital reserve fund under RSA 35:1-c for the purpose of making updates to the Town's Master Plan under the jurisdiction of the planning board, and to raise and appropriate the sum of fifty-thousand dollars (\$50,000) to be placed in this fund and further the Board of Selectmen shall be named agents of the fund and be authorized to make expenditures from the fund.

(Majority vote required)

\_\_\_\_\_ by the Board of Selectmen

**Article – Snow/Ice Deficit Fund (\$50,000)**

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.

(Majority vote required)

\_\_\_\_\_ by the Board of Selectmen

**Article – Accounting, Tax and Utility Billing Software Lease/Purchase (\$\_\_\_\_\_)**

To see if the Town will vote to authorize the Board of Selectmen to enter into a lease/purchase agreement for \$\_\_\_\_\_ for the purpose of lease/purchasing fund accounting, tax and utility billing software for the Finance, Tax, and Water/Sewer Departments, and to raise and appropriate the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), which represents the first of 5 annual payments for that purpose. This lease/purchase will contain an

escape (non-appropriation) clause. Appropriation amounts \$\_\_\_\_\_ general fund; \$\_\_\_\_\_ water fund; \$\_\_\_\_\_ sewer fund.

(Majority vote required)

\_\_\_\_\_ by the Board of Selectmen

**Article – Highway Department Dump Truck Lease/Purchase (\$36,001)**

To see if the Town will vote to authorize the Board of Selectmen to enter into a lease/purchase agreement for \$159,438 for the purpose of lease/purchasing a dump truck for the Exeter Highway Department, and to raise and appropriate the sum of thirty-six thousand and one dollars (\$36,001), which represents the first of 5 annual payments for that purpose. This lease/purchase will contain an escape (non-appropriation) clause.

(Majority vote required)

\_\_\_\_\_ by the Board of Selectmen

**Article - Downtown Parking Study (\$35,000)**

To see if the Town will vote to raise and appropriate via special warrant article the sum of thirty-five thousand dollars (\$35,000) for the purpose of conducting a parking study of the central downtown area of Exeter to include Water Street and all municipal parking lots.

(Majority vote required)

\_\_\_\_\_ by the Board of Selectmen

**Article – Light Duty Vehicle Lease/Purchase Program (\$22,804)**

To see if the Town will vote to authorize the Board of Selectmen to enter into lease/purchase agreements for \$100,993 for the purpose of replacing various light duty vehicles within the Exeter Public Works Department, and to raise and appropriate the sum of twenty-two thousand eight hundred and four dollars (\$22,804), which represents the first of 5 annual payments for that purpose. This lease/purchase will contain an escape (non-appropriation) clause. Appropriation amounts \$18,292 general fund; \$2,256 water fund; \$2,256 sewer fund.

(Majority vote required)

\_\_\_\_\_ by the Board of Selectmen

**Article – Non Capital Reserve Fund – Sportsmen’s Club**

To see if the Town will vote to establish a non capital reserve fund under RSA 35:1-c for the purpose of \_\_\_\_\_, and to raise and appropriate the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) to be placed in this fund and further the Board of Selectmen shall be named agents of the fund and be authorized to make expenditures from the fund.

(Majority vote required)

\_\_\_\_\_ by the Board of Selectmen

**Article – Long Term Lease Town Owned Property**

To see if the Town will authorize the Board of Selectmen to negotiate and enter into a long term lease of up to 99 years on Town owned land described as Tax Map 100 Lot 4, for the purpose of installing a cellular tower on the property, a portion of which will benefit the Town of Exeter communications systems.

(Majority vote required)

\_\_\_\_\_ by the Board of Selectmen

**Article – Citizens Petition Get Big Money Out of Politics**

**Article – Citizens Petition Charter Commission**

By petition of Daniel W. Chartrand and others, "Shall a charter commission be established for the purpose of establishing a municipal charter?"

**Article – Citizen's Petition Drones**

By petition of Robert Eastman and others, "Shall the Town of Exeter affirm that, within the town limits, the navigable airspace for drone aircraft shall not be expanded below the long-established airspace for manned aircraft; and that the Town of Exeter affirms that within the town limits, landowners have exclusive control of the immediate reaches of the airspace and that no drone aircraft shall have the "public right to transit" through this private property."

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

Given under our hands and seal this \_\_\_\_<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
Julie Gilman, Chairwoman

\_\_\_\_\_  
Don Clement, Vice-Chairman

\_\_\_\_\_  
Nancy Belanger, Clerk

\_\_\_\_\_  
Anne Surman

\_\_\_\_\_  
Daniel W. Chartrand

We certify that on the \_\_\_\_<sup>th</sup> of January, 2016, 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 \_\_\_\_\_<sup>th</sup> day of January, 2016.

---

Julie Gilman, Chairwoman

---

Don Clement, Vice-Chairman

---

Nancy Belanger, Clerk

---

Anne Surman

---

Daniel W. Chartrand

DRAFT

# New Hampshire Resolution to Get Big Money Out of Politics

By petition of 25 or more eligible voters of the town of Exeter to see if the town will urge:  
That the next President and Congress fight big money politics and restore government of, by, and for the people by championing the We the People agenda:

1. Ban Super PACs and overturn Citizens United
2. Expose secret donors and require full transparency
3. Ban bribes from big-money lobbyists and government contractors

(30)

4. Establish small-donor, citizen-funded elections
5. End gerrymandering and modernize voter registration
6. Close loopholes and enforce campaign finance laws

That the New Hampshire State Legislature support concrete legislation to enact the We the People agenda.  
The record of the vote approving this article shall be transmitted by written notice from the selectmen to the NH congressional delegation and to Exeter's state legislators, and to the President of the United States informing them of the instructions from their constituents within 30 days of the vote.

Name	Signature	Address	Email
✓ HERB MOYER	Herbert S. Moyer	51 Westbrook Dr. Exeter, NH 03833	herb.moyer@comcast.net
✓ JILSE ANDREWS	Jilse Andrews	277 Water St., Exeter NH	jilse.andrews@myfairpoint.net
✓ RUTH WENDELL	Ruth R. Wendell	7 Riverview Woods Drive F 114 Exeter, NH 03833	
✓ AIMEE BEEVE	Aimee Beeve	20 Hill Place Exeter NH 03833	
✓ PAULA FRANCIS	Paula Francis	181 High St Exeter NH	
6. MASHA NOLTE	Masha Nolte	9 Drinkwater Rd Exeter, NH	mnolte@comcast.net
7. ....			
8. ....			
9. ....			
10. ....			
11. ....			

# New Hampshire Resolution to Get Big Money Out of Politics

By petition of 25 or more eligible voters of the town of Exeter to see if the town will urge:

That the next President and Congress fight big money politics and restore government of, by, and for the people by championing the We the People agenda:

1. Ban Super PACs and overturn Citizens United
2. Expose secret donors and require full transparency
3. Ban bribes from big-money lobbyists and government contractors
4. Establish small-donor, citizen-funded elections
5. End gerrymandering and modernize voter registration
6. Close loopholes and enforce campaign finance laws

That the New Hampshire State Legislature support concrete legislation to enact the We the People agenda.

The record of the vote approving this article shall be transmitted by written notice from the selectmen to the NH congressional delegation and to Exeter's state legislators, and to the President of the United States informing them of the instructions from their constituents within 30 days of the vote.

Name	Signature	Address	Email
WILLIAMS HOWELL	<i>WILLIAMS HOWELL</i>	4 Pleasant View Dr, Exeter, NH	SPHOWELL@CARRIAGE.NET
2. IANA HOWELL	<i>IANA HOWELL</i>	4 Pleasant View Dr, Exeter, NH	SPHOWELL@CARRIAGE.NET
Schanna K. Rice	<i>Schanna K. Rice</i>	PO Box 407, Exeter, NH	shubh20@hotmail.net
DARIUS X THOMPSON	<i>Darius Thompson</i>	15 DRINKWATER RD, EXETER, NH 03833	DARIUS.THOMPSON@GMAIL.COM
Kathy Lewis Thompson	<i>Kathy Lewis Thompson</i>	15 Drinkwater Rd, Exeter, NH	Kathy.Lewis.Thompson@gmail.com
Penney A Hitzrot	<i>Penney A Hitzrot</i>	145 High St Exeter	emallenNH@gmail
Nancy C Pratt	<i>Nancy C Pratt</i>	7 Wentworth St Exeter	
Wanda Alice Laird	<i>Wanda Alice Laird</i>	173 High St. Exeter	WandaLaird@comcast.net
James Brechin	<i>James Brechin</i>	7 Melon Dr Exeter	jbreelin54@comcast.net
Nancy Cramford	<i>Nancy Cramford</i>	2 Seneca Farm Exeter	
J. Sageberg	<i>J. Sageberg</i>	7 Rosewoods Dr Exeter	

# New Hampshire Resolution to Get Big Money Out of Politics

By petition of 25 or more eligible voters of the town of Exeter to see if the town will urge:  
That the next President and Congress fight big money politics and restore government of, by, and for the people by championing the We the People agenda:

1. Ban Super PACs and overturn Citizens United
2. Expose secret donors and require full transparency
3. Ban bribes from big-money lobbyists and government contractors

4. Establish small-donor, citizen-funded elections
5. End gerrymandering and modernize voter registration
6. Close loopholes and enforce campaign finance laws

That the New Hampshire State Legislature support concrete legislation to enact the We the People agenda.  
The record of the vote approving this article shall be transmitted by written notice from the selectmen to the NH congressional delegation and to Exeter's state legislators, and to the President of the United States informing them of the instructions from their constituents within 30 days of the vote.

Name	Signature	Address	Email
✓ Karen Meyer	<i>Karen Meyer</i>	51 W ESTSIDE AVE, EXETER, NH 03833	Karen.meyer@comcast.net
✓ Alexis Simpson	<i>Alexis Simpson</i>	20 Main St. Exeter, NH, 03833 #2400	ahlesimpson@gmail.com
✓ Stephanie Marshall	<i>Stephanie Marshall</i>	7 Weber Drive Exeter	stephmarshall@myfairpoint.net
✓ Frank Heffron	<i>Frank Heffron</i>	Frank Heffron 10 Chestnut St # 1114	fheffron@comcast.net
✓ William Carter	<i>William Carter</i>	7 Riverwoods Dr, #125, Exeter	gillian.carter@nyu.edu
✓ Douglas Flockhart	<i>Douglas Flockhart</i>	62 Park Ct. Exeter	
✓ Ellen Flockhart	<i>Ellen Flockhart</i>	62 Park Ct.	hartflock@comcast.net
✓ Donald Nolte	<i>Donald Nolte</i>	9 Drinkwater Rd	dnolte46@comcast.net
✓ Joan Belcher	<i>Joan Belcher</i>	277 Water At #222	jobiliche@clouds.com
✓ Shirley Frederick	<i>Shirley Frederick</i>	7 River Woods Dr Apt C104	shirleyfredrick@ <del>com</del> 118@gmail.com
11 Stephanie Marshall	<i>Stephanie Marshall</i>	7 Weber Dr. Exeter, NH 03833	stephmarshall@myfairpoint.net

# New Hampshire Resolution to Get Big Money Out of Politics

By petition of 25 or more eligible voters of the town of Exeter to see if the town will urge:  
That the next President and Congress fight big money politics and restore government of, by, and for the people by championing the We the People agenda:

1. Ban Super PACs and overturn Citizens United
2. Expose secret donors and require full transparency
3. Ban bribes from big-money lobbyists and government contractors
4. Establish small-donor, citizen-funded elections
5. End gerrymandering and modernize voter registration
6. Close loopholes and enforce campaign finance laws

That the New Hampshire State Legislature support concrete legislation to enact the We the People agenda.  
The record of the vote approving this article shall be transmitted by written notice from the selectmen to the NH congressional delegation and to Exeter's state legislators, and to the President of the United States informing them of the instructions from their constituents within 30 days of the vote.

Name	Signature	Address	Email
1.		11 Ash St., Exeter, NH	David.M.Reyes@yahoo.com
2.			
3.		5 Plaza St Exeter, NH	
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			

# New Hampshire Resolution to Get Big Money Out of Politics

By petition of 25 or more eligible voters of the town of Exeter to see if the town will urge:  
That the next President and Congress fight big money politics and restore government of, by, and for the people by championing the We the People agenda:

1. Ban Super PACs and overturn Citizens United
2. Expose secret donors and require full transparency
3. Ban bribes from big-money lobbyists and government contractors
4. Establish small-donor, citizen-funded elections
5. End gerrymandering and modernize voter registration
6. Close loopholes and enforce campaign finance laws

That the New Hampshire State Legislature support concrete legislation to enact the We the People agenda.  
The record of the vote approving this article shall be transmitted by written notice from the selectmen to the NH congressional delegation and to Exeter's state legislators, and to the President of the United States informing them of the instructions from their constituents within 30 days of the vote.

Name	Signature	Address	Email
1. <input checked="" type="checkbox"/>	Vandy Leigh	26 Hampton Rd. Exeter, NH 03833	bundy.ead@yahoo.com
2. <input checked="" type="checkbox"/>	MARION MENERT	26 Hampton Rd. Exeter, NH 03833	mment1@gmail.com
3. <input checked="" type="checkbox"/>	Auntie Barbara	45 Dyer Meadow Exeter, NH 03833	auntie_ame22@yahoo.com
4. <input checked="" type="checkbox"/>	Chris Colton	75 High St. G Y Exeter, NH 03833	cchance33@hotmail.com
5. <input checked="" type="checkbox"/>	Denise Shaw	4 Samba Street Exeter NH 03833	denise_shaw@hotmail.com
6. <input checked="" type="checkbox"/>	Dan Hummel	54 COLUMBUS AVE EXETER, NH 03833	hummel.d@concast.net
7. <input checked="" type="checkbox"/>	Adrienne Downey	18 Liberty Lane EXETER 03833	
8. <input checked="" type="checkbox"/>	Genny Bowen	7 Coach Rd Exeter	v.bowen1@concast.net
9. <input type="checkbox"/>			
10. <input type="checkbox"/>			
11. <input type="checkbox"/>			

## List for Selectmen's meeting December 28, 2015

### Abatements

<u>Map/Lot</u>	<u>Location</u>	<u>Abatement Amount</u>
46/7/2	19 Continental Drive	7,532.65
70/129	173 High St	1,034.37
80/13	7 Colonial Way	178.78

### Veterans Credit

<u>Map/Lot</u>	<u>Location</u>	<u>Credit Amount</u>
33/11	6 Deer Run Road	500.00

**TOWN OF EXETER  
CONSERVATION COMMISSION MEMORANDUM**

---

Date: December 23, 2015  
To: Exeter Board of Selectmen  
From: Kristen Murphy, Natural Resource Planner for the Conservation Commission  
Subject: Timber Tax for Town Forest Timber Harvest

As presented to you earlier this year, the Conservation Commission is working to implement their forest management plan for the Henderson Swasey Town Forest. Since presenting the plans to you earlier this year, the Conservation Commission has been working with consulting forester Charlie Moreno. He and his crew have been planning access and landing sites and marking select trees for harvest. Three bids were obtained and on Tuesday December 15<sup>th</sup>, the Commission selected Sweets Logging and Land Clearing as the logging company for the project. We hope to start the project early this winter when site conditions are appropriate for harvesting. We have initiated public outreach with posters at the forest entrances, web and facebook notices, an email to the 50+ trail committee members, and have conducted a public walk to help inform forest users of the plans. As part of the harvest, some trails will need to be temporarily closed for the safety of all.

As you are aware timber tax authority lies within the jurisdiction of the Board of Selectmen. Typically a notification of intent to cut timber form is required and 10% stumpage fees are assessed. In this case however, the 10% stumpage fees can be waived by the Selectmen. As suggested by our consulting forester Charlie Moreno and confirmed by NHMA Stephen Buckley, RSA 79:1 (II) (b) (3) provides that cities, towns, school districts, or other political subdivisions which cut wood or timber for their own use, on lands under their ownership or jurisdiction or both are not required to file an intent to cut or be subject to the tax imposed by RSA Chapter 79. Proceeds from the harvest will be deposited into a non-lapsing forest fund. Funds in this account will be used to continue to manage the forest with activities such as invasive plant control and is therefore considered a "timber cutting for public use" (see attached correspondence for reference).

The Commission therefore, is requesting your consideration of waiving the timber tax fee.



---

## Exeter: timber tax on town forest land

1 message

---

legalinquiries <legalinquiries@nhmunicipal.org>  
To: "kmurphy@exeternh.gov" <kmurphy@exeternh.gov>

Wed, Dec 23, 2015 at 11:03 AM

Kristen:

In this instance, if the Conservation Commission is cutting timber to generate income for the conservation fund, then that would be a timber cutting for a public use and thus exempt from the timber tax. Don't overthink the language, it says what it means and means what it says.

Stephen C. Buckley, Esquire

Legal Services Counsel

New Hampshire Municipal Association

**From:** Kristen Murphy [mailto:kmurphy@exeternh.gov]  
**Sent:** Wednesday, December 23, 2015 10:32 AM  
**To:** legalinquiries  
**Subject:** Re: Exeter: timber tax on town forest land

Thank you. I did see that but was unclear if "for their own use" includes the use of the proceeds of logging to for example treat the invasive plants within the forest.

Could you clarify that point?

Thank you so much for your quick response.

Kristen

On Wed, Dec 23, 2015 at 10:14 AM, legalinquiries <legalinquiries@nhmunicipal.org> wrote:

Good Morning, Kristen:

RSA 79:1 (II) (b) (3) provides that cities, towns, school districts, or other political subdivisions which cut wood or timber for their own use, on lands under their ownership or jurisdiction or both are not required to file an intent to cut or be subject to the tax imposed by RSA Chapter 79.

Stephen C. Buckley, Esquire

Legal Services Counsel

New Hampshire Municipal Association

25 Triangle Park Drive

Concord, NH 03301

Tel: 1-800-852-3358 ex. 3408 or

603-224-7447 ex. 3408

Fax: 603-415-3090

Email: [legalinquiries@nhmunicipal.org](mailto:legalinquiries@nhmunicipal.org)

[www.nhmunicipal.org](http://www.nhmunicipal.org)

**From:** Kristen Murphy [mailto:[kmurphy@exeternh.gov](mailto:kmurphy@exeternh.gov)]

**Sent:** Wednesday, December 23, 2015 9:34 AM

**To:** legalinquiries

**Subject:** timber tax on town forest land

Hi there,

I am looking for the RSA or other reference that would give the Board of Selectmen the authority to waive timber tax on properties owned by the town as part of a town forest. Our Conservation Commission is looking to initiate a timber harvest and our forester said for some towns this is standard practice. Our BOS would like a reference for the authority before taking a position.

Thanks in advance for your help.

–

Kristen Murphy

Natural Resource Planner

Town of Exeter

10 Front Street, Exeter, NH 03833

(603) 418-6452

—

Kristen Murphy

Natural Resource Planner

Town of Exeter

10 Front Street, Exeter, NH 03833

(603) 418-6452



# 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](mailto:sriffle@exeternh.gov)

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

Signboard Requested:  Poster Board Week: \_\_\_\_\_  Plywood Board Week: \_\_\_\_\_

### Representative Information:

Name: Robert Goodman Address: 1 Sterling Hill Lane 111, Exeter NH  
Town/State/Zip: Exeter, NH 03833 Phone: 603.661.5969  
Email: rgoodman@randpaul2016.com Date of Application: 12/22/15

### Organization Information:

Name: Rand Paul for President Address: 50 Bridge Street  
Town/State/Zip: Manchester, NH 03101 Phone: 603.540.9728

### Reservation Information:

Type of Event/Meeting: Political Rally Date: 1/5/16  
Times of Event: 6:30-7:30 Times needed for set-up/clean-up: 4-6 PM & 7:30-8:30 PM  
# of tables: 2 # of chairs: 100 Will food/beverages be served? NO  
List Town equipment you request to use: NONE  
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: Robert Goodman Date: 12/22/15  
for Rand Paul for President Inc.

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME:	LEISURE		
		PHONE (A/C, No. Ext):	800-553-8368	FAX (A/C, No):	260-459-5624
		E-MAIL ADDRESS:	KK.EVENTSATTRACTIONS@KANDKINSURANCE.COM		
		INSURER(S) AFFORDING COVERAGE	NAIC #		
		INSURER A:	NATIONAL CASUALTY COMPANY 11991		
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			
INSURED	RAND PAUL FOR PRESIDENT, INC. PO BOX 77681 WASHINGTON, DC 20013				

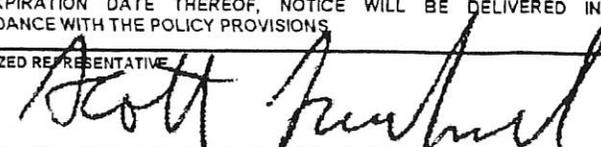
COVERAGES CERTIFICATE NUMBER: 1829030 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. NC=NOT COVERED

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		Y	KK00005466200	12:01AM 5/12/15	12:01AM 12/12/16	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) 300000 MED EXP (Any one person) NC PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE NONE PRODUCTS-COMP/OP AGG 5000000 Part Lgl Liab NC
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KK00005466200	12:01AM 5/12/15	12:01AM 12/12/16	COMBINED SINGLE LIMIT (Ea Accident) 1000000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			KK00005466300	12:01AM 5/12/15	12:01AM 12/12/16	EACH OCCURRENCE 5000000 AGGREGATE 5000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A			PER-STATUE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS ADDED AS AN ADDITIONAL INSURED, BUT ONLY FOR LIABILITY CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF THE NAMED INSURED.  
RE: 01/05/2016 EVENT.

CERTIFICATE HOLDER	CANCELLATION
TOWN OF EXETER 9 FRONT STREET EXETER, NH 03833	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

**MITCHELL MUNICIPAL GROUP, P.A.**

ATTORNEYS AT LAW  
25 BEACON STREET EAST  
LACONIA, NEW HAMPSHIRE 03246

WALTER L. MITCHELL  
JUDITH E. WHITELAW  
LAURA SPECTOR-MORGAN  
STEVEN M. WHITLEY

TELEPHONE (603) 524-3885  
FACSIMILE (603) 524-0745

December 10, 2015

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

Re: Changes for the New Year

Dear Russ:

We take pleasure in announcing that as of January 1<sup>st</sup>, our associate Steven Whitley will become a member of our firm.

On another matter, we trust you understand that we do our best to avoid rate increases. However, as of January 1, 2016 our rates will be adjusted as follows:

Walter Mitchell	\$210
Jae Whitelaw	\$195
Laura Spector-Morgan	\$195
Steven Whitley	\$180

This increase will first appear in bills sent in early February. Thank you for your confidence in us.

Sincerely,



*Town Manager's Office*

DEC 14 2015

*Received*



# RiverWoods

December 14, 2015

Mr. Russell Dean

Town Manager

Town of Exeter

10 Front Street

Exeter, NH 03833

Dear Russ:

I am writing to express support, on behalf of the RiverWoods organization, for the cell tower to be located on tax Map 100, Lot 4. Even with upgrades we have made to our buildings, our three campuses continue to have spotty cell coverage; an additional tower in this area would, we believe, enhance the coverage for our staff and our residents.

As you know, we have many Exeter residents who walk on our trails (many who do not live at RiverWoods) and the cell service on those trails is often limited with the current tower situation. The additional tower would provide improved service and safety for our walkers.

Additionally, in past years we have seen winter storms cause numerous power outages in our area. The lack of adequate cell coverage represents an operational and safety issue for our residents and our staff as we try to communicate in emergency situations.

For these, and multiple other reasons, we fully support all you can do to add a cell tower to our area.

Thank you,

Justine Vogel

President and CEO

*Town Manager's Office*

DEC 16 2015

*Received*

The Woods  
7 Riverwoods Drive  
Exeter, NH 03833  
603-772-4700

The Ridge  
10 White Oak Drive  
Exeter, NH 03833  
603-658-1510

The Boulders  
5 Timber Lane  
Exeter, NH 03833  
603-658-5959



RiverWoods is nationally accredited by the Continuing Care Accreditation Commission.

[www.riverwoodsrc.org](http://www.riverwoodsrc.org)

FRANK C. GUINTA  
MEMBER OF CONGRESS  
1ST DISTRICT, NEW HAMPSHIRE

326 CANNON HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515  
(202) 225-5456

33 LOWELL STREET  
MANCHESTER, NH 03101  
(603) 641-9536

Congress of the United States  
House of Representatives  
Washington, DC 20515-2901

COMMITTEE  
FINANCIAL SERVICES

SUBCOMMITTEE ON  
FINANCIAL INSTITUTIONS AND  
CONSUMER CREDIT

SUBCOMMITTEE ON  
MONETARY POLICY AND TRADE

December 8, 2015

Mr. Russell Dean  
Exeter Town Manager  
10 Front Street  
Exeter, NH 03833-2754

Dear Mr. Town Manager Dean,

Congratulations on receiving a Coastal Ecosystem Resiliency Grant of \$610,000 from the National Oceanic and Atmospheric Administration!

The Great Dam Removal Project will be instrumental in improving water quality and reducing flooding for a number of residents and businesses in Exeter, and I heartily applaud all of your hard work in obtaining this grant funding. You have established yourself as an integral part of our community, and you should be proud of this accomplishment as it displays the proficiency and reliability of your organization to the public.

Again, congratulations on this achievement. If my office can be of assistance to you in the future, please do not hesitate to contact us at 603-641-9536.

Sincerely,



Frank Guinta  
Member of Congress

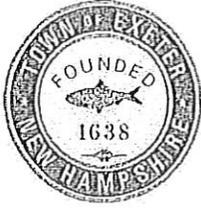
FG/dc

Reply To:  
Congressman Frank Guinta  
33 Lowell Street  
Manchester, NH 03101

*Town Manager's Office*

DEC 11 2015

*Received*



**Town of Exeter**  
 Town Manager's Office  
 10 Front Street, Exeter, NH 03833

## Statement of Interest Boards and Committee Membership

Committee Selection: Conservation Commission

New       Re-Appointment       Regular       Alternate

Name: Andrew Koff      Email: drewkoff@gmail.com  
 Address: 47 Brentwood Road      Phone: 603-244-8677

Registered Voter: Yes       No

Statement of Interest/experience/background/qualification, etc. *(resume can be attached)*.

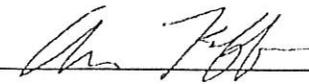
I am interested in becoming an active member of the Conservation Commission for two reasons: I'm passionate about environmental issues and am eager to become more involved in the local community. As an Exeter resident for nearly four years, I have come to appreciate the uniqueness of this special area and its natural resources. My family and I live adjacent to the Jolly Rand Road, on which I enjoy running and skiing year-round. We are members of SELT and feel strongly about the importance of maintaining the ecological integrity of this region. As a consulting geologist and former environmental educator, I am enthusiastic about environmental science and understanding of a wide variety of environmental issues at different scales, from industrial contamination to benthic macroinvertebrates. My excellent communication skills, in-depth understanding of science and desire to give back to the community will allow me to contribute greatly to Exeter's Conservation Commission.

I understand that: 1. this application will be presented to the Exeter Selectboard only for the position specified above and not for subsequent vacancies on the same board; 2. The Town Manager and Selectboard may nominate someone who has not filed a similar application; 3. this application will be available for public inspection.

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.

I certify that I am 18 years of age or older:

Signature:       Date: 12/7/15

# Andrew T. Koff

46 Brentwood Road  
Exeter, NH 03833  
drewkoff@gmail.com  
603.244.8677

## Qualifications

Mr. Koff has an in-depth understanding of water quality analysis, environmental regulations, and industrial water treatment systems through diverse project management experiences as a geologist and environmental engineer. His strong interpersonal and problem solving skills allow him to effectively manage projects and deliver high-quality work products. As an environmental consultant and former mathematics and science educator, Mr. Koff has developed excellent written and oral communication skills, organization, and self-motivation. Mr. Koff's diverse skillset and range of experience provide the foundation for his detailed, yet holistic, view of the complex water quality issues that he is committed to tackling using innovative techniques and a collaborative, team-based approach.

## Education

**Master of Science in Geology**, University of Vermont, 2011.

Relevant coursework: Hydrology (Environmental Engineering), Biogeochemical Cycling, Stream Ecology, Environmental Isotope Geochemistry, Hazardous Materials, Vermont Field Geology, GIS, Multivariate Statistics, and Writing in the Geosciences. GPA 3.96.

**Bachelor of Arts in Geology**, Colgate University, 2004.

Relevant coursework: Hydrology and Surficial Geology, Conservation Biology, Oceanography, Coastal Geology, Marine Environments, Human System and Ecosystems, Stratigraphy and Sedimentation, Mineralogy, Petrology, Techniques of Field Geology, Biology, Chemistry I and II, Number Theory and Mathematical Reasoning, Calculus I-III, Intro to Statistics, and Solid Earth Processes. GPA 3.33.

**SEA Semester**, Sea Education Association, Woods Hole, MA, 2002.

Studied Oceanography, Coastal Ecosystems and Management, Nautical Science, and Maritime Studies at the SEA campus. Applied scientific principles related to marine water quality protection through the collection and analysis of oceanographic data while sailing a brigantine tall ship.

## Employment

**Project Geologist/Environmental Engineer**, Golder Associates, Manchester, NH, January 2012 to present.

Responsibilities include: developing and implementing surface and groundwater quality management programs and monitoring plans, writing technical water quality monitoring reports, operating groundwater remediation systems, collecting treatment system water quality samples, water quality and flow modeling, analytical data management/statistical analysis (including 95% confidence levels using EPA's ProUCL software) and development of recommendations for industrial clients to state/national agencies (including Superfund and RCRA Programs). Serves on a select national committee, publicly addressing groups of employees through formal presentations, and running monthly professional development meetings.

**Environmental Field Technician**, Crothers Environmental, Morrisville, VT, October – December 2011.

Performed air quality monitoring/reporting and mold assessment and remediation at the Vermont State Complex after flooding from Hurricane Irene.

**Faculty**, Darrow School, New Lebanon, NY, August 2005 – June 2008.

Taught mathematics, advised, tutored, and coached at a college preparatory high school with a focus on ecology and sustainability. Required high level of teamwork and oral/written communication in both formal and informal classroom settings. Performed maintenance on the centerpiece of the school's green infrastructure, the Living Machine, which treated the school's wastewater using aquatic biota in a series of tanks. Learned about other green infrastructure and alternative wastewater treatment technologies.

**Field Teacher/Naturalist**, University of Rhode Island's W. Alton Jones Campus, West Greenwich, RI.

Developed and taught lessons on freshwater watershed-scale ecosystems, wetland ecology and geology in a field environment.

## Advanced Technical Skills

- Extensive water quality data analysis experience with Microsoft Excel, including analytical chemistry data tabulation with pivot tables/charts, macros, formulas, conditional formatting, and creation of interactive water quality data dashboards.
- 3-D Modeling using EVS/MVS software: Development of conceptual site models, 3-D geologic models and cross sections, pollution modeling, groundwater mapping, and visualization of complex three-dimensional datasets.
- Groundwater modeling using Groundwater Vistas and MODFLOW
- Statistical analysis of water quality data including 95% confidence level calculations (EPA's PRO UCL, JMP and R)
- Experience with GIS (ArcMap/ArcHydro)

## Project Experience

### **Groundwater Treatment System Operations, Maintenance and Reporting:** Bethel, CT and Natick, MA, 2012-2015.

Collected water quality samples and maintained pump-and-treat groundwater and soil vapor remediation systems at industrial sites in Connecticut and Massachusetts. Reported water quality, aquatic toxicity and system issues to the Massachusetts and Connecticut Departments of Environmental Protection, ensuring effluent water quality was in compliance with the Massachusetts Remedial General permit and NPDES permit, respectively. Developed maintenance work plans and best management practices, and improved treatment technology to reduce phosphorus-based remedial additives.

### **Human Health Risk Assessment to Establish Effluent Limits:** Delaware, 2014.

Part of a small team that developed risk-based Preliminary Remediation Goals (PRGs) through a human health risk assessment at an EPA Superfund Site in Delaware. Project included developing contaminants of potential concern, comparing groundwater concentrations to EPA's Maximum Contamination Levels (MCLs), Regional Screening Levels (RSLs), and other Applicable or Relevant and Appropriate Requirements, and the calculation of a 95% Upper Confidence level using EPA's PRO UCL software package. Extensive screening of historical groundwater and treatment system analytical data to established water quality standards.

### **Environmental Data and Groundwater Monitoring Program Management:** Manassas, VA, 2013-2015.

Managed and analyzed extensive 30-year water quality database for an industrial site with contaminated groundwater in the RCRA Corrective Action Program. Created and ran automated reports and data dashboards, modeled water quality, developed annual goals and budgets, wrote technical reports for client, state and federal agencies (EPA), conducted independent technical review and analysis of reports and scientific literature to improve site conceptual models. Managed partnership building with stakeholders to improve the sampling and monitoring program and integrated best available technology including digital flow totalizers and wireless communication devices.

### **Environmental Data Analysis and Litigation Support :** Portland, OR, 2012-2015.

Performed complex data analysis of multiple media (surface water, pore water, storm water, groundwater, soil, fill and sediment) with an extensive contaminant suite (PCB, pesticides, herbicides, SVOCs, VOCs, metals, and natural attenuation parameters). Prepared detailed comparisons of analytical data to site specific SLVs, state and EPA standards, modeled river dilution and stormwater discharge, developed environmental guidance for the site, and implemented stormwater controls and best management practices.

### **Phase 2 Site Investigations at Former Manufacturing Facilities:** Brunswick, ME and Jefferson, IA, 2012-2015.

Developed and executed groundwater quality assessments and monitoring programs at polluted former industrial sites. Developed 3-D site model, analyzed groundwater quality data and compared to applicable and to EPA's MCLs and RSLs and independently developed conclusions for client and monitoring reports after effectively coordinating with a team of colleagues and partners. Completed a review of historical chemical usage, manufacturing processes, and environmental reports to enter the site into a state-run voluntary cleanup program.

### **Lake Sediment and Water Quality Assessment,** Missisquoi Bay, Lake Champlain, VT, 2009-2011.

Principal investigator in a study of a eutrophic embayment of Lake Champlain with poor water quality and an impaired watershed. Non-point source pollution in Northern Vermont has severely impacted Lake Champlain's water quality, leading to the development of phosphorus total maximum daily loads (TMDLs). Study interpreted the sediment records to better understand historical ecological conditions and develop recommendations for ecological restoration and watershed planning programs. Project included extensive research of current scientific literature, watershed-scale land-use activities, and relevant environmental regulations concerning stormwater and wastewater. Other activities included: sediment core collection and processing, detailed laboratory analysis of samples, and complex statistical analysis of the resulting dataset.

#### **Hazardous Materials Survey, Industrial facility in Worcester, MA, 2012.**

Surveyed and sampled a large industrial complex for regulated and hazardous materials that may contain PCBs, RCRA 8 metals, VOCs, and SVOCs in order to assess the potential cost of demolition. Became familiar with RCRA and EPCRA regulations.

#### **Certifications**

- OSHA 40-hour HAZWOPER, 8-hour refresher
- OSHA 10-hour construction training
- e-RAILSAFE Training
- 4 hour RCRA/DOT training for hazardous waste shipping
- CPR and First Aid

#### **Publications**

Koff, A., Lini, A., Palmer, J. & S. Levine, 2011. A Paleolimnological Study of Holocene Sediments in Missisquoi Bay, Lake Champlain (USA-Canada). GSA Abstracts with Programs, Vol. 43, No. 1, p. 110.

Selleck, B. & A. Koff, 2008. Stable Isotope Signatures of Middle Devonian Seawater from the Hamilton Group Brachiopods, Central New York State. Northeastern Geology & Environmental Sciences, v. 30, no. 4, p. 330-343.

#### **Volunteering/Personal Activities**

Assisted with land conservation and habitat restoration projects with my wife, the former Assistant Director of the Lake Champlain Land Trust. This included annual ecological monitoring and planting of native trees and shrubs in riparian buffer zones as well as other green infrastructure planning and implementation.

Instructor, National Outdoor Leadership School (NOLS): led 20+ day courses in the Wind River Range, WY. Honed leadership and education skills in watershed-scale environments.

Other personal activities include: vegetable and fruit gardening, kayaking, hiking, rock climbing, and woodworking.