

**Exeter Board of Selectmen Meeting
Monday, March 27th, 2017, 6:45 p.m.
Nowak Room, Town Office Building
10 Front Street, Exeter, NH**

1. Call Meeting to Order
2. Board Interviews – Memorial Day Parade Committee, Zoning Board of Adjustment
3. Public Comment
4. Minutes & Proclamations
 - a. Proclamations/Recognitions
5. Approval of Minutes
 - a. March 13th, 2017
 - b. March 21st, 2017
6. Appointments – Water Sewer Advisory Committee
7. Discussion/Action Items
 - a. 79-E Public Hearing: Soaring Hawk LLC
 - b. MS2 Certificate of Appropriations
 - c. Review Committee Appointments List
 - d. Review of Town Meeting Results
 - e. Selectboard Goal Setting Session
 - f. Grant Acceptance: \$200 New Hampshire Preservation Alliance for Raynes Barn
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

Don Clement, Chairman
Exeter Selectboard

Posted: 3/24/17 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

3/27
6:50



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

Statement of Interest
Boards and Committee Membership

Committee Selection: Zoning Board

New Re-Appointment Regular Alternate

Name: Joanne Petito Email: joanne.petito@gmail.com

Address: 7 Marilyn Ave, Exeter Phone: 603-303-7562

Registered Voter: Yes No

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

I have lived in Exeter since 2001 and I would like an opportunity to serve the town. I have a strong interest in administrative law and local government. I have been a practicing attorney for 25 years, since 1991. I am currently a partner in Mirsky & Petito, Attys at Law, practicing in criminal defense, and I have worked in civil litigation in the past. I have attached my resume.

If this is re-appointment to a position, please list all training sessions you have attended relative to your appointed position.

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: Joanne T. Petito Date: 3/9/17

JOANNE T. PETITO, ESQUIRE

P.O. Box 1063

Exeter, New Hampshire 03833

(603) 580-2132

joanne.petito@gmail.com

BAR ADMISSIONS

Massachusetts, 1991; New Hampshire, 1993

U.S. District Court Massachusetts, 1992; U.S. District Court New Hampshire, 1993

U.S. Court of Appeals, First Circuit, 2011

EDUCATION

George Washington University Law School, Washington, DC

Juris Doctor, June 1991

Cornell University, Ithaca, NY

Bachelor of Arts in Government, May 1987

EXPERIENCE

ATTORNEY, November 2006 - Present

Mirsky & Petito, Attorneys at Law, Exeter, NH

Represent criminal defendants in Massachusetts state court appeals and U.S. Court of Appeals for the First Circuit. Prepare appellate briefs, present oral argument, and investigate motion for new trial issues. Published opinions: Commonwealth v. Michael Riley, 86 Mass. App. Ct. 309 (2014); Commonwealth v. Bernard LaBroad, 466 Mass. 1037 (2014), Commonwealth v. Joseph Lee, 460 Mass. 64 (2011); Commonwealth v. Edward Dancy, 75 Mass. App. Ct. 175 (2009).

DIRECTING ATTORNEY, Consumer Law Project for Seniors, New Hampshire Legal Assistance, Manchester, NH

May 2004 - November 2006

Represented and advised clients in consumer law matters, including bankruptcy, debtor harassment, debt collection, unfair mortgage lending, housing matters, eviction, public benefits. Developed and implemented program to deliver legal services via direct representation and telephone advice line to elders statewide in consumer law matters. Developed and conducted presentations for service providers and elders on consumer law topics. Developed staff training materials for consumer law topics, including bankruptcy, debtor harassment, and unfair lending. Supervised and trained attorneys, paralegals, and law students.

STAFF ATTORNEY, February 2000 - April 2004
Legal Advocacy and Resource Center, Boston, MA

Advised clients via telephone advice line in varied areas of law including bankruptcy, consumer law, housing, family law, and public benefits. Conducted client information sessions in bankruptcy and consumer law. Supervised students and paralegals. Developed reference materials and trained staff.

ATTORNEY, January 2002 - December 2002
Mirsky & Petito, Attorneys at Law, Woburn, MA

Represented criminal defendants in Massachusetts state court appeals.

LECTURER, September 1998 - December 1998
Notre Dame College, Manchester, NH

Taught undergraduate course entitled *Business Organizations Law*. Topics covered: law of partnerships, corporations, securities, commercial paper, and employment discrimination.

ATTORNEY, September 1993 - August 1997; April - June 1993
Disabilities Rights Center, Concord, NH

Litigation in federal and state courts, including employment discrimination, special education, habeas corpus proceedings, juvenile proceedings, guardianship proceedings, housing discrimination and eviction, and involuntary admission to state psychiatric hospital. Administrative hearings including special education, revocation of conditional discharge from state psychiatric hospital, and eligibility hearings to obtain services for individuals with developmental disabilities. Supervised paralegals and law students.

ATTORNEY, January 1992 - February 1993
Greater Boston Legal Services, Boston, MA

Represented clients in administrative hearings before the Massachusetts Department of Public Welfare to obtain state disability benefits and Aid to Families with Dependent Children. Lobbied Massachusetts State Legislature on disability benefits issues. Supervised paralegals and law students.

LEGAL FELLOW, January - May 1991
Community Legal Clinics, George Washington University Law School, Washington, DC

Represented clients seeking public assistance in administrative proceedings.

JUDICIAL INTERN, September - November 1990
The Honorable Harriett R. Taylor
Superior Court of the District of Columbia, Washington, DC

Researched and drafted opinion memoranda and judicial orders.

3/27
6:50 pm



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

**Statement of Interest
Boards and Committee Membership**

Committee Selection: Exeter Memorial Day Parade

New Re-Appointment Regular Alternate

Name: Michael Lampert Email: mike@alsautomotive and truck
Address: Front St, Exeter Phone: 603-231-3546

Registered Voter: Yes No

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

Helped out behind The Scenics last year.

If this is re-appointment to a position, please list all training sessions you have attended relative to your appointed position.

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: [Signature] Date: 3-1-17

Draft Minutes

Exeter Board of Selectman

March 13, 2017

1. Call Meeting to Order

Chairman Dan Chartrand called the meeting to order at 6:50 pm in the Nowak Room of the Exeter Town Offices building. Other members present were Vice Chair Julie Gilman, Selectman Don Clement, Selectwoman and Clerk Nancy Belanger and Selectwoman Anne Surman. Town Manager Russell Dean was also present.

2. Board Interviews

The Board interviewed Kelly Warner for the Water/Sewer Advisory Committee in the Wheelwright Room.

3. Town Election Changes

The Town Moderator appeared before the Board to discuss the Town election. There was a conference call among multiple communities about postponing the election tomorrow until Thursday due to the snow storm. After multiple phone calls it has been determined they will postpone until Thursday March 16th. The same location and the same hours will be upheld. This postponement is to keep everyone safe from the workers to the voters. They are under the understanding that it is the decision of the town and school moderator to make this call. He has called channel 9 to add it to the scroll, the newspaper, there was a reverse 911 and on channel 22. They are doing their best to get the word out and make everyone aware. Tomorrow at 7AM Selectman Chartrand and Selectwoman Belanger will be at the SST to notify anyone who may show up. They will stay only until noon for their own safety. The Town Clerk Andie made announcements that the town clerk's office will be open from 8AM-12 and this is ONLY for absentee ballots. They will not be doing motor vehicles or anything else, just ballots. She also wanted to make everyone aware the absentee ballots will be handled the same, it is just a different day. Selectman Chartrand wanted to mention that the Town Manager would be on site at Town Hall tomorrow as well. Selectman Clement felt this was a great call by the Moderator and he felt they were doing a great job on getting the word out. Selectman Clement asked if people if they show at the SST would be able to cast a ballot. It was confirmed that no, they were able to only cast an absentee ballot. Voting is on Thursday. Mr. Dean said the SAU has sent out a voicemail on this change as well.

The Town Moderator also wanted to talk about the visually impaired voting system that was approved a few meetings ago. This system will not be ready for Thursday, they discovered issues in trying to use it. There were skipping issues, pronunciation problems on names and other issues. There were just too many questions on how this was going to work. He is in favor of it, this is a great idea it's just not ready for this election. They are going to set this up, it just won't be ready for this election. They would like to have this as a beta test for this election as a test and feedback. Anyone who uses this will have to cast a regular ballot as well to make sure it's correct.

4. Bid Award – Wastewater Treatment Facility

Jennifer Perry, Public Work Director appeared before the Board to discuss the bid award. There was a memo in the packet that explains the bid award, during the last two weeks there has been a review of

the bids received. Apex in Somersworth NH was the low bid, in amount \$34,484,030. They had a low number for sludge removal and they did say they would honor this amount. Legal counsel requested they had a payment bond for 110% to cover any low issues that may become a problem later on. They don't anticipate any problems as they are a prequalified bidder. This is just the first of 3 contracts they will be seeing about this facility. If this approved tonight, this will keep them on schedule as they are supposed to start construction on April 30th and there are many other items that need to go through between now and then. Selectwoman Gilman felt it was great they were sticking to their low bid number on sludge. Selectman Clement said the low bid was pretty significant, how did they make such a large error. Ms. Perry said it was her understanding that they did have quotes from a subcontractor to do the removal but this was also supposed to have the offsite delivery and that was the difference. Selectman Clement said the contractor was willing to sign a letter they were willing to honor this difference and he asked if they had signed this letter. Ms. Perry said there was a draft notice of intent letter that would come from the town manager to Apex Construction. They don't have a letter per se they have email correspondence. Selectwoman Surman felt we should have this in writing and clearly spelled out. She felt this was critical and should be in the contract. Ms. Perry said they would request this.

MOTION: Selectwoman Belanger moved to award the Wastewater Treatment Facility Upgrades Contract No. 1 to Apex Construction in the amount of \$34,484,030 with conditions as set forth in the Notice of Intent prepared by Wright -Pierce and to authorize the Town Manager to sign said contract upon review and approval by NHDES and as a condition with written confirmation of all bid item amounts on company letterhead. Selectwoman Surman seconded. The motion passed unanimously.

5. Public Comment

There were none.

6. Minutes and Proclamations

There were no proclamations.

7. Approval of Minutes

February 27, 2017: Selectman Clement said on page 1, under bid openings, the paragraph that starts with Chairman Chartrand the last sentence "Selectman Clement and Selectwoman Gilman had concerns on having help on this, so it was decided that he" It should read the consultant instead of he. On page 5, about halfway down, under the discussion on abatements not having all of the information available prior the meetings "he would like to have the ability to have all this information without it he could not vote on these issues, Joe.." This should say "Joe Lessard said". On page 6 at the top, "Selectman Clement said he was approved by the Exeter Newsletter..." This is incorrect, this should state he was approached by Next Stop Exeter. On page 7, first paragraph, "The consultants working on the master plan are asking the Selectboard as a focus group.." For clarity this should explain they are asking to interview the Selectboard as a focus group. The next sentence says "in a couple weeks they will talk to the Selectboard about road closures" Who is they? It was confirmed they was the Town Manager and Police Chief and this information would be put in place instead of "they". On page 7, Board and Committee reports, "Selectman Clement said the Planning Board met last week on preliminary 55+ project" This should say "55+ Residential Project".

MOTION: Selectman Clement moved to accept the February 27 minutes as amended. Selectwoman Gilman seconded. The motion passed unanimously.

8. Appointments

MOTION: Selectwoman Belanger moved to appoint Marie Richey as an alternate to the conservation commission set to expire April 30, 2018. Selectwoman Surman seconded. The motion passed unanimously.

MOTION: Selectwoman Gilman moved to move Barry Sandberg to the housing advisory realtor position, Selectwoman Belanger seconded. The motion passed unanimously.

MOTION: Selectwoman Gilman moved to move Nancy Belanger from the Selectboard representative to the citizen at large, Selectwoman Surman seconded. The motion passed 4-0-1, with Selectwoman Belanger abstaining from the vote.

9. Discussion Action/Items

a. EMS Warm Zone Equipment Grant

Mr. Dean said this was a grant the Fire/EMS was awarded and they are here to discuss what the equipment is. Assistant Fire Chief Justin Pizon appeared before the Board and explained that there have been over 100 active shooter instances across the United States in the last several years. Before any EMS units could enter a building they had to neutralize the shooter. Many patients died from blood loss while waiting for EMS care. NH created guidelines for best practices to try to save the lives in the “warm zone”. This grant provides equipment to cover first responder’s equipment to protect them during these instances. These are ballistic helmets, vests, goggles, etc. They are looking for 4 sets of body armor, soft armor. The actual quote came in at \$5,251.60. Selectwoman Surman asked if there was any event that this equipment has been used. The assistant chief wasn’t sure, but he thought it had been used in Orlando. He does not want to put anyone in harm’s way. They carry enough supplies in their go packs to treat up to 8 patients. This is to be proactive. Selectman Clement said the grant was for \$6000, it was explained they were awarded \$6000 but it came in at \$5200 but they do not get to keep the extra.

MOTION: Selectwoman Belanger moved to accept a 2016 Homeland Security grant for EMS warm zone equipment in the amount of \$6,000.00, Selectman Clement seconded.

AMENDED MOTION: Selectwoman Belanger moved to accept a 2016 Homeland Security grant for EMS warm zone equipment in the amount of \$5,251.60, Selectman Clement seconded. The motion passed unanimously.

b. Master Plan Update – Town Planner

Mr. Dean explained there was a master plan meeting last week and it was pretty extensive. There are a lot of things happening on this front. Town Planner Dave Sharples appeared before the Board to discuss the update. There was a workshop summary that was included in the packet. The baseline snapshots included will be the introduction of the master plan. The consultant passed out a draft outline of the plan, and this will be forwarded to the Board soon. This will be a holistic plan, and this will be a great document. Mr. Sharples explained there had been an email sent out to everyone who signed up to vision Exeter received this summary as well. There is some time between now and the next milestone on this due to the time involved in drafting the plan. There will be a second public workshop that has the

draft of the document. All the details are being ironed out on this, but the plan would be to have the meetings help move everything forward. The second workshop is targeted for late spring or early summer. The master plan committee meets on a regular basis to keep propelling this forward. Selectman Chartrand thanked Mr. Sharples for being here tonight. He felt this was going so well, and he was pleased with the information provided for tonight's meeting. Selectwoman Surman said the night of this meeting was highly charged but in a great way. She feels the citizens left feeling a part of something. She thought it was very productive and the summary captured some great information. Selectwoman Gilman said there are some great ideas written on here. She would like to say that everyone who talks about the Historical Culture, etc. are welcome to join the Historical Commission. Selectman Clement said the master plan steering committee has been engaged and done a great job. This has been a great team effort across multiple avenues. Selectman Clement said the 35-page granular data is a great read, everything comes together when you read this. Selectwoman Gilman asked if they would make a word bubble for the information here similar to results from a previous survey sent out. Mr. Sharples said this wouldn't be successful without the engaged citizens of Exeter. Mr. Dean felt the summary was very well done, and how they captured the different concepts and challenges worked well. Also, there was a framework generated or the documents, there were some typos in the document so it will get to the Board soon.

c. Third Reading—Chapter 14 Assigning Street Numbers and Names Ordinance

Mr. Sharples appeared before the Board recapped the previous readings and the draft of chapter 14 which is included in the packet for the meeting.

MOTION: Selectwoman Belanger moved to adopt the ordinance as written, Selectwoman Gilman seconded

AMENDED MOTION: Selectwoman Belanger moved to adopt the ordinance as written 2/17/2017 and affective 3/13/2017, Selectwoman Gilman seconded. The motion passed unanimously.

d. Road Closures Discussion

Mr. Dean introduced this by saying they were looking through town ordinances and they did not see anything specific to road closures. This is to discuss the road closure situation, this is going pretty smoothly but they do not have a written policy about this. They are starting to get more activity around the Water to Court street areas. Tonight's discussion is to explain to the Board they need a method to figure out how many of these a year are OK and where they should draw the line on them. Chief Shupe appeared before the Board and he agreed with the Town Manager. They are looking at Front Street from Water to Court street mainly having the requests. They closed this section for a number of different events 10 times. The chief has more groups coming to him with permits asking for him to shut this area down to treat it like a park. The group currently in front of him wants to shut it down another 5 Wednesday nights this summer. So it would be two nights a week during the summer. He's concerned if he keeps getting these requests, how many nights a week is appropriate to shut down this area? Chief Shute feels the parkway is more ideal for this then the Front Street area. They did a traffic counter and there are 1500 cars that go around the Band Stand from 6-9PM. He also needs to look at safety during these events and emergency vehicles that need to respond to calls and have to go around the detours. Selectman Chartrand asked what the requests were for besides the 5 by the Brass band. IT was explained it was the Christmas parade, the lighting of the tree, Presidential campaign events, the Memorial Day parade which is rolling and he has no concerns about this. Selectwoman Belanger asked if

the pending request was for 6-9PM and this was confirmed. Selectwoman Gilman said she was thinking about the proposed downtown revitalization and there was a proposal to make some green space somewhere. Selectman Clement understood the attract of using the Bandstand but he believes they have a park that is underutilized at Town House common. This facility could lend itself to a concert series and they somehow may need to find a way to promote this more. Selectman Chartrand said the Town House common is a bit hidden away, but making it more visible may help. There is space between the Band Stand and town hall steps wants to be a park, in the future they may need to brainstorm about this. He understand this will take a lot of brainstorming and discussion but they may need to move this way. Selectwoman Surman asked if there was a way to say we already have Monday's and we cannot have this many nights blocked off. Selectwoman Gilman wondered if people could be recommended to the Swasey Parkway. Mr. Dean said part of the conversation has been on getting the Boards feedback on permitting other spaces. Are there other permittable areas in and around the downtown that may serve as an alternative. Selectwoman Belanger felt Founders Park was a great place and it's around the downtown area. Selectwoman Gilman said a consideration on choosing different areas would be whether they have power. Mr. Dean thought they should consider having a road closure policy.

10. Regular Business

a. Tax, Water/Sewer Abatements & Exemptions

MOTION: Selectwoman Belanger moved to approve an abatement for 70/61/23 in the amount of \$755.71, Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectwoman Belanger moved to approve an abatement for 49/12, in the amount of \$175.10. Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectwoman Belanger moved to approve elderly exemptions for map 103/7 104/79/1011 in the amount of \$152,251, Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectwoman Belanger moved to deny the Elderly Exemption for 72/199/1, Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectwoman Belanger moved to not approve a water and sewer abatement in the amount of \$92.41 for 54B Lincoln Street, Selectman Clement seconded. The motion passed unanimously.

MOTION: Selectwoman Belanger moved to approve the interest waiver for \$103.93 interest for 62/51, Selectwoman Gilman seconded. The motion passed unanimously.

b. Permits & Approvals

MOTION: Selectwoman Belanger moved to accept a past mower bid in the amount of \$100, Selectwoman Surman seconded. The motion passed unanimously.

c. Town Managers Report

Mr. Dean wanted to recognize Judy Jervis the Health Officer who will be retiring after 27 years with the town. She will be leaving in July and the fire department would like to start the recruitment process soon so the new hire can job shadow Judy while she is still here. Mr. Dean also said that because of the storm tomorrow there is a trash pickup delay of one day. The snow parking ban begins at noon tomorrow and ends at noon on Wednesday. There is no coast service tomorrow. The housing committee meeting went very well. They should have the first 79E application for the next meeting. The

county tax bill legislation will have a meeting on Friday. One of the issues that has come up that in order for the budget to move from calendar to fiscal year, the state is not sure how they will budget that single 18-month period. They will have to have more conversation on this. Selectwoman Gilman asked about the 79E application, and if they could see a blank one so they knew what the concept and mechanics was.

d. Selectboard Committee Reports

Selectman Chartrand said it was tough to see Selectwoman Belanger leave the Board, but she is to be commended for her service. He is grateful for the three years of service she gave to this Board and he is excited about her continuing service on the housing committee and assuming her election on the budget recommendation committee.

Selectwoman Belanger said it was a tough decision not to run again, but it has been an honor and a privilege to serve on this Board. On to the housing meeting, they found a few things they wanted to tweak so they have another meeting on April 7 and they hope to have this completed and maybe on the agenda for the Selectman for the last meeting in April.

Selectwoman Surman had a meeting with the Swasey Parkway Trustees this morning, it was brief and they are getting ready for the spring by getting mowing bids out. The downside is there had been some graffiti and they are cleaning this up. They may put up cameras that have a motion sensor. Selectman Surman wanted to make it clear you cannot skateboard on the pavilion.

Selectman Clement attended the master plan steering committee which was discussed earlier. He attended a RPC meeting and they talked about the MPO and they discussed the large road projects that are happening in the area. They are planning the Memorial Day parade, and they are trying to tweak some events. Planning board met and they had a preliminary review of a multifamily project off of Linden Street, there were a lot of questions and discussion on this and it has been tabled until the next meeting. The Exeter Sportsmens club attended the meeting about the creation of a new shoot house, and this generated questions and was also tabled to the next meeting.

Selectwoman Gilman said at the Heritage Commission meeting last week, they had applied for the usual grant and they wanted to do an area survey and they were denied. The state house had an eventful few days last week, 200 bills in 2 days. House bill 182 was not moved forward they will study this over the summer. Selectwoman Gilman were disappointed on how the transgender protection bill was handled. Not only was it denied it was also given indefinite postponement so it can't come back for two years. State budget hearing was today, the house will be speaking about this in the next couple of weeks.

Selectman Chartrand attended the EDC meeting and this meeting discussed the amazing things that Darren Winham is working on. He wanted to thank him and Mr. Dean for their efforts on this. Selectman Chartrand participated in the service life extension program meeting and the work here is great.

e. Correspondence

- Letter from Seacoast School of Technology's Principal Margaret Callahan, expressing concern about YMCA development.
- Email from Murray Movitz, Windemere Neighborhood Association this is in regards to the sportsman club application. He asks to appear before a Selectman meeting to discuss this.

11. Review Board Calendar

Selectman Chartrand asked if the next meeting could not do March 20, and asked if it could be March 27. Selectman Chartrand felt it was important to not do it March 20 as he is unavailable. Selectwoman Gilman said with all the discussion of postponing due to weather and due to reorganization of the Board she is ok with waiting until March 27. The next meeting will be March 27.

12. Non Public Session

Selectwoman Belanger move to go into nonpublic session under RSA 191.A3.2E. Then called for a roll call vote, Selectman Clement nay, Selectwoman Gilman aye, Selectman Chartrand aye, Selectwoman Surman nay. The motion passed 3-2.

13. Adjournment

Selectman Clement moved to adjourn, seconded by Selectwoman Gilman. The board stood adjourned at 10:00 p.m.

Respectfully Submitted,

Jennifer Dionne, Recording Secretary

Draft Minutes

Exeter Board of Selectman

March 21, 2017

1. Call Meeting to Order

Chairman Dan Chartrand called the meeting to order at 6:00 pm in the Nowak Room of the Exeter Town Offices building. Other members present were Vice Chair Julie Gilman, Selectman Don Clement, Selectwoman Kathy Corson and Selectwoman Anne Surman. Town Manager Russell Dean was also present.

2. Swearing in of Town Officials

Chairman Chartrand swore in the Town Clerk, Andrea Kohler and the Town Moderator, Paul Scafidi. Then Ms. Kohler swore in the recently elected Selectboard members, Anne Surman and Kathy Corson. The Town Clerk then swore in other town officials Fran Hall, Christine Soutter, Rob Ficara, Pat Ballantyne, Nancy Belanger, and Len Benjamin of Budget Recommendations Committee.

3. Board Reorganization

Chairman Chartrand asked the Board to supply motions for the Chairperson position as it was done the previous year.

MOTION: Selectwoman Surman moved to nominate Selectman Clement as Chairman of the Board. Selectwoman Corson seconded. The motion passed unanimously.

MOTION: Selectwoman Corson moved to nominate Selectwoman Surman as Vice-Chair, Selectman Clement seconded. The motion passed unanimously.

MOTION: Selectwoman Surman moved to nominate Selectwoman Corson as Clerk, Selectwoman Gilman seconded. The motion passed unanimously.

Selectman Clement thanked the Board for the nomination, he also thanked Selectman Chartrand as leading the Board as Chair for the last year. He also thanked Selectwoman Gilman for serving as vice chair. The next meeting is March 27, 2017.

4. Adjournment

Selectman Chartrand moved to adjourn, seconded by Selectwoman Gilman. The board stood adjourned.

Respectfully Submitted,

Jennifer Dionne, Recording Secretary

Appointments – March 27th, 2017

Water/Sewer Advisory Committee

Kelly Warner, term to expire 4/30/18.

Memo

To: Board of Selectmen
From: Darren Winham, Director
CC: Russell Dean, Town Manager
Date: 3/24/17
Re: Soaring Hawk LLC 79-E request

Soaring Hawk LLC, owner of 1 – 9 Water Street (former Loaf and Ladle), is requesting from the Town of Exeter consideration for the Community Revitalization Tax Relief Incentive (RSA 79-E). Enclosed please find Soaring Hawk LLC's application received on February 22, 2017. This is Exeter's first application so the process may evolve as we move forward. According to the application process outlined on the town website, the Economic Development Department receives the application for review. Upon review, the application appears complete as it details the cost of rehabilitation which totals \$1,434,350 which meets the 15% of the assessed valuation requirement set forth in Section 2 as the current building is valued at \$417,900. The application outlines the public benefits the applicant feels are being achieved as addressed in Section 7 of the attached legislation.

The procedure for action by the Board of Selectmen is as follows:

- The Selectmen holds a public hearing on the application;
- After the hearing, the Selectmen determines if one or more of the Public Benefits listed in Section 7 have been met;
- If the Selectmen determines that one or more of the Public Benefits have been met then they must decide the period of tax relief to be granted. In this case, it could be anywhere from one (1) to eleven (11) years that begins when the substantial rehabilitation is complete;
- If tax relief is granted, the Seletmen should determine the length of the covenant to protect the Public Benefit(s) identified. At a minimum, the covenant needs to run as long as the tax relief period but can be increased up to twice the length of the tax relief period;
- The Covenant should be reviewed by our legal counsel at the applicant's expense so I would recommend any motion to grant tax relief includes this requirement.

I have enclosed: RSA 79-E legislation; Reference Map of 79-E District Areas; Soaring Hawk LLC Application; Substantial Rehabilitation Budget; Photos of the property; National Register of Historic Places Nomination Form (as consideration for Section 5.4), Property record card, and; Examples from Pittsfield and Durham, NH of Covenant to Protect Public Benefit.

TITLE V

TAXATION

CHAPTER 79-E

COMMUNITY REVITALIZATION TAX RELIEF INCENTIVE

Section 79-E:1

79-E:1 Declaration of Public Benefit. –

I. It is declared to be a public benefit to enhance downtowns and town centers with respect to economic activity, cultural and historic character, sense of community, and in-town residential uses that contribute to economic and social vitality.

II. It is further declared to be a public benefit to encourage the rehabilitation of the many underutilized structures in urban and town centers as a means of encouraging growth of economic, residential, and municipal uses in a more compact pattern, in accordance with RSA 9-B.

II-a. In instances where a qualifying structure is determined to possess no significant historical, cultural, or architectural value and for which the governing body makes a specific finding that rehabilitation would not achieve one or more of the public benefits established in RSA 79-E:7 to the same degree as the replacement of the underutilized structure with a new structure, the tax relief incentives provided under this chapter may be extended to the replacement of an underutilized structure in accordance with the provisions of this chapter.

II-b. It is further declared to be a public benefit to encourage the rehabilitation of historic structures in a municipality by increasing energy efficiency in the preservation and reuse of existing building stock.

III. Short-term property assessment tax relief and a related covenant to protect public benefit as provided under this chapter are considered to provide a demonstrated public benefit if they encourage substantial rehabilitation and use of qualifying structures, or in certain cases, the replacement of a qualifying structure, as defined in this chapter.

Source. 2006, 167:1. 2009, 200:3, 4, eff. July 15, 2009. 2013, 78:1, eff. April 1, 2013.

Section 79-E:2

79-E:2 Definitions. – In this chapter:

I. "Historic structure" means a building that is listed on or determined eligible for listing on the National Register of Historic Places or the state register of historic places.

II. "Qualifying structure" means a building located in a district officially designated in a municipality's master plan, or by zoning ordinance, as a downtown, town center, central business district, or village center, or, where no such designation has been made, in a geographic area which, as a result of its compact development patterns and uses, is identified by the governing body as the downtown, town center, or village center for purposes of this chapter. Qualifying structure shall also mean historic structures in a municipality whose preservation and reuse would conserve the embodied energy in existing building stock. Cities or towns may further limit "qualifying structure" according to the procedure in RSA 79-E:3 as meaning only a structure located within such districts that meet certain age, occupancy, condition, size, or other similar criteria consistent with local economic conditions, community character, and local planning and development goals. Cities or towns may further modify "qualifying structure" to include buildings that have been destroyed by fire or act of nature, including

where such destruction occurred within 15 years prior to the adoption of the provisions of this chapter by the city or town.

III. "Replacement" means the demolition or removal of a qualifying structure and the construction of a new structure on the same lot.

IV. "Substantial rehabilitation" means rehabilitation of a qualifying structure which costs at least 15 percent of the pre-rehabilitation assessed valuation or at least \$75,000, whichever is less. In addition, in the case of historic structures, substantial rehabilitation means devoting a portion of the total cost, in the amount of at least 10 percent of the pre-rehabilitation assessed valuation or at least \$5,000, whichever is less, to energy efficiency in accordance with the U.S. Secretary of the Interior's Standards for Rehabilitation. Cities or towns may further limit "substantial rehabilitation" according to the procedure in RSA 79-E:3 as meaning rehabilitation which costs a percentage greater than 15 percent of pre-rehabilitation assessed valuation or an amount greater than \$75,000 based on local economic conditions, community character, and local planning and development goals.

V. "Tax increment finance district" means any district established in accordance with the provisions of RSA 162-K.

VI. "Tax relief" means:

(a) For a qualifying structure, that for a period of time determined by a local governing body in accordance with this chapter, the property tax on a qualifying structure shall not increase as a result of the substantial rehabilitation thereof.

(b) For the replacement of a qualifying structure, that for a period of time determined by a local governing body in accordance with this chapter, the property tax on a replacement structure shall not exceed the property tax on the replaced qualifying structure as a result of the replacement thereof.

(c) For a qualifying structure which is a building destroyed by fire or act of nature, that for a period of time determined by a local governing body in accordance with this chapter, the property tax on such qualifying structure shall not exceed the tax on the assessed value of the structure that would have existed had the structure not been destroyed.

VII. "Tax relief period" means the finite period of time during which the tax relief will be effective, as determined by a local governing body pursuant to RSA 79-E:5.

Source. 2006, 167:1. 2009, 200:5-7. 2010, 329:1, 2. 2011, 237:1, 2, eff. July 5, 2011. 2013, 78:2, eff. April 1, 2013.

Section 79-E:3

79-E:3 Adoption of Community Revitalization Tax Relief Incentive Program –

I. Any city or town may adopt or modify the provisions of this chapter by voting whether to accept for consideration or modify requirements for requests for community revitalization tax relief incentives. Any city or town may do so by following the procedures in this section.

II. In a town, other than a town that has adopted a charter pursuant to RSA 49-D, the question shall be placed on the warrant of a special or annual town meeting, by the governing body or by petition under RSA 39:3.

III. In a city or town that has adopted a charter under RSA 49-C or RSA 49-D, the legislative body may consider and act upon the question in accordance with its normal procedures for passage of resolutions, ordinances, and other legislation. In the alternative, the legislative body of such municipality may vote to place the question on the official ballot for any regular municipal election.

IV. If a majority of those voting on the question vote "yes," applications for community revitalization tax relief incentives may be accepted and considered by the local governing body at any time thereafter, subject to the provisions of paragraph VI of this section.

V. If the question is not approved, the question may later be voted on according to the provisions of paragraph II or III of this section, whichever applies.

VI. The local governing body of any town or city that has adopted this program may consider

rescinding its action in the manner described in paragraph II or III of this section, whichever applies. A vote terminating the acceptance and consideration of such applications shall have no effect on incentives previously granted by the city or town, nor shall it terminate consideration of applications submitted prior to the date of such vote.

Source. 2006, 167:1. 2010, 329:3, eff. July 20, 2010.

Section 79-E:4

79-E:4 Community Revitalization Tax Relief Incentive. –

I. An owner of a qualifying structure who intends to substantially rehabilitate or replace such structure may apply to the governing body of the municipality in which the property is located for tax relief. The applicant shall include the address of the property, a description of the intended rehabilitation or replacement, any changes in use of the property resulting from the rehabilitation or replacement, and an application fee.

I-a. In order to assist the governing body with the review and evaluation of an application for replacement of a qualifying structure, an owner shall submit to the governing body as part of the application, a New Hampshire division of historical resources individual resource inventory form, prepared by a qualified architectural historian and a letter issued by the local heritage commission and if the qualifying structure is located within a designated historic district established in accordance with RSA 674:46, a letter from the historic district commission or, if such local commissions are not established, a letter issued by the New Hampshire division of historical resources that identifies any and all historical, cultural, and architectural value of the structure or structures that are proposed to be replaced and the property on which those structures are located. The application for tax relief shall not be deemed to be complete and the governing body shall not schedule the public hearing on the application for replacement of a qualifying structure as required under RSA 79-E:4, II until the inventory form and the letter, as well as all other required information, have been submitted.

II. Upon receipt of an application, the governing body shall hold a duly noticed public hearing to take place no later than 60 days from receipt of the application, to determine whether the structure at issue is a qualifying structure; whether any proposed rehabilitation qualifies as substantial rehabilitation; and whether there is a public benefit to granting the requested tax relief and, if so, for what duration.

III. No later than 45 days after the public hearing, the governing body shall render a decision granting or denying the requested tax relief and, if so granting, establishing the tax relief period.

IV. (a) The governing body may grant the tax relief, provided:

(1) The governing body finds a public benefit under RSA 79-E:7; and

(2) The specific public benefit is preserved through a covenant under RSA 79-E:8; and

(3) The governing body finds that the proposed use is consistent with the municipality's master plan or development regulations; and

(4) In the case of a replacement, the governing body specifically finds that the local heritage commission or historic district commission or, if such local commissions are not established, the New Hampshire division of historical resources has determined that the replaced qualifying structure does not possess significant historical, cultural, or architectural value, the replacement of the qualifying structure will achieve one or more of the public benefits identified in RSA 79-E:7 to a greater degree than the renovation of the underutilized structure, and the historical, cultural, or architectural resources in the community will not be adversely affected by the replacement. In connection with these findings, the governing body may request that the division of historical resources conduct a technical evaluation in order to satisfy the governing body that historical resources will not be adversely affected.

(b) If the governing body grants the tax relief, the governing body shall identify the specific public benefit achieved under RSA 79-E:7, and shall determine the precise terms and duration of the covenant to preserve the public benefit under RSA 79-E:8.

V. If the governing body, in its discretion, denies the application for tax relief, such denial shall be

accompanied by a written explanation. The governing body's decision may be appealed either to the board of tax and land appeals or the superior court in the same manner as provided for appeals of current use classification pursuant to RSA 79-A:9 or 79-A:11 provided, however, that such denial shall be deemed discretionary and shall not be set aside by the board of tax and land appeals or the superior court except for bad faith or discrimination.

VI. Municipalities shall have no obligation to grant an application for tax relief for properties located within tax increment finance districts when the governing body determines, in its sole discretion, that the granting of tax relief will impede, reduce, or negatively affect:

- (a) The development program or financing plans for such tax increment finance districts; or
- (b) The ability to satisfy or expedite repayment of debt service obligations incurred for a tax increment financing district; or
- (c) The ability to satisfy program administration, operating, or maintenance expenses within a tax increment financing district.

Source. 2006, 167:1. 2009, 200:8-11, eff. July 15, 2009.

Section 79-E:5

79-E:5 Duration of Tax Relief Period. –

I. The governing body may grant such tax assessment relief for a period of up to 5 years, beginning with the completion of the substantial rehabilitation.

I-a. For the approval of a replacement of a qualifying structure, the governing body may grant such tax assessment relief for a period of up to 5 years, beginning only upon the completion of construction of the replacement structure. The governing body may, in its discretion, extend such additional years of tax relief as provided for under this section, provided that no such additional years of tax relief may be provided prior to the completion of construction of the replacement structure. The municipal tax assessment of the replacement structure and the property on which it is located shall not increase or decrease in the period between the approval by the governing body of tax relief for the replacement structure and the time the owner completes construction of the replacement structure and grants to the municipality the covenant to protect the public benefit as required by this chapter. The governing body may not grant any tax assessment relief under this chapter with respect to property and structures for which an election has been made for property appraisal under RSA 75:1-a.

II. The governing body may, in its discretion, add up to an additional 2 years of tax relief for a project that results in new residential units and up to 4 years for a project that includes affordable housing.

III. The governing body may, in its discretion, add up to an additional 4 years of tax relief for the substantial rehabilitation of a qualifying structure that is listed on or determined eligible for listing on the National Register of Historic Places, state register of historic places, or is located within and important to a locally designated historic district, provided that the substantial rehabilitation is conducted in accordance with the U.S. Secretary of Interior's Standards for Rehabilitation.

IV. The governing body may adopt local guidelines to assist it in determining the appropriate duration of the tax assessment relief period.

Source. 2006, 167:1. 2009, 200:12. 2010, 329:4, eff. July 20, 2010.

Section 79-E:6

79-E:6 Resumption of Full Tax Liability. – Upon expiration of the tax relief period, the property shall be taxed at its market value in accordance with RSA 75:1.

Source. 2006, 167:1, eff. April 1, 2006.

Section 79-E:7

79-E:7 Public Benefit. – In order to qualify for tax relief under this chapter, the proposed substantial rehabilitation must provide at least one of the public benefits, and the proposed replacement must provide one or more of the public benefits to a greater degree than would a substantial rehabilitation of the same qualifying structure, as follows:

- I. It enhances the economic vitality of the downtown;
- II. It enhances and improves a structure that is culturally or historically important on a local, regional, state, or national level, either independently or within the context of an historic district, town center, or village center in which the building is located;
 - II-a. It promotes the preservation and reuse of existing building stock throughout a municipality by the rehabilitation of historic structures, thereby conserving the embodied energy in accordance with energy efficiency guidelines established by the U.S. Secretary of the Interior's Standards for Rehabilitation.
- III. It promotes development of municipal centers, providing for efficiency, safety, and a greater sense of community, consistent with RSA 9-B; or
- IV. It increases residential housing in urban or town centers.

Source. 2006, 167:1. 2009, 200:13, eff. July 15, 2009. 2013, 78:3, eff. April 1, 2013.

Section 79-E:7-a

79-E:7-a Public Benefit Determinations. – Cities or towns may adopt according to the procedure in RSA 79-E:3 provisions that further define the public benefits enumerated in RSA 79-E:7 to assist the governing body in evaluating applications made under this chapter based on local economic conditions, community character, and local planning and development goals.

Source. 2010, 329:5, eff. July 20, 2010.

Section 79-E:8

79-E:8 Covenant to Protect Public Benefit. –

I. Tax relief for the substantial rehabilitation or replacement of a qualifying structure shall be effective only after a property owner grants to the municipality a covenant ensuring that the structure shall be maintained and used in a manner that furthers the public benefits for which the tax relief was granted and as otherwise provided in this chapter.

II. The covenant shall be coextensive with the tax relief period. The covenant may, if required by the governing body, be effective for a period of time up to twice the duration of the tax relief period.

III. The covenant shall include provisions requiring the property owner to obtain casualty insurance, and flood insurance if appropriate. The covenant may include, at the governing body's sole discretion, a lien against proceeds from casualty and flood insurance claims for the purpose of ensuring proper restoration or demolition or damaged structures and property. If the property owner has not begun the process of restoration, rebuilding, or demolition of such structure within one year following damage or destruction, the property owner shall be subject to the termination of provisions set forth in RSA 79-E:9, I.

IV. The local governing body shall provide for the recording of the covenant to protect public benefit with the registry of deeds. It shall be a burden upon the property and shall bind all transferees and assignees of such property.

V. The applicant shall pay any reasonable expenses incurred by the municipality in the drafting, review, and/or execution of the covenant. The applicant also shall be responsible for the cost of

recording the covenant.

Source. 2006, 167:1. 2009, 200:14, eff. July 15, 2009.

Section 79-E:9

79-E:9 Termination of Covenant; Reduction of Tax Relief; Penalty. –

I. If the owner fails to maintain or utilize the building according to the terms of the covenant, or fails to restore, rebuild, or demolish the structure following damage or destruction as provided in RSA 79-E:8, III, the governing body shall, after a duly noticed public hearing, determine whether and to what extent the public benefit of the rehabilitation or replacement has been diminished and shall determine whether to terminate or reduce the tax relief period in accordance with such determination. If the covenant is terminated, the governing body shall assess all taxes to the owner as though no tax relief was granted, with interest in accordance with paragraph II.

II. Any tax payment required under paragraph I shall be payable according to the following procedure:

(a) The commissioner of the department of revenue administration shall prescribe and issue forms to the local assessing officials for the payment due, which shall provide a description of the property, the market value assessment according to RSA 75:1, and the amount payable.

(b) The prescribed form shall be prepared in quadruplicate. The original, duplicate, and triplicate copy of the form shall be given to the collector of taxes for collection of the payment along with a special tax warrant authorizing the collector to collect the payment under the warrant. The quadruplicate copy of the form shall be retained by the local assessing officials for their records.

(c) Upon receipt of the special tax warrant and prescribed forms, the tax collector shall mail the duplicate copy of the tax bill to the owner responsible for the tax as the notice of payment.

(d) Payment shall be due not later than 30 days after the mailing of the bill. Interest at the rate of 18 percent per annum shall be due thereafter on any amount not paid within the 30-day period. Interest at 12 percent per annum shall be charged upon all taxes that would have been due and payable on or before December 1 of each tax year as if no tax relief had been granted.

Source. 2006, 167:1. 2009, 200:15, eff. July 15, 2009.

Section 79-E:10

79-E:10 Lien for Unpaid Taxes. – The real estate of every person shall be held for the taxes levied pursuant to RSA 79-E:9.

Source. 2006, 167:1, eff. April 1, 2006.

Section 79-E:11

79-E:11 Enforcement. – All taxes levied pursuant to RSA 79-E:9 which are not paid when due shall be collected in the same manner as provided in RSA 80.

Source. 2006, 167:1. 2007, 42:3, eff. July 20, 2007.

Section 79-E:12

79-E:12 Rulemaking. – The commissioner of the department of revenue administration shall adopt rules, pursuant to RSA 541-A, relative to the payment and collection procedures under RSA 79-E:9.

Source. 2006, 167:1, eff. April 1, 2006.

Section 79-E:13

79-E:13 Extent of Tax Relief. –

I. (a) Tax relief granted under this chapter shall pertain only to assessment increases attributable to the substantial rehabilitation performed under the conditions approved by the governing body and not to those increases attributable to other factors including but not limited to market forces; or

(b) Tax relief granted under this chapter shall be calculated on the value in excess of the original assessed value. Original assessed value shall mean the value of the qualifying structure assessed at the time the governing body approves the application for tax relief and the owner grants to the municipality the covenant to protect public benefit as required in this chapter, provided that for a qualifying structure which is a building destroyed by fire or act of nature, original assessed value shall mean the value as of the date of approval of the application for tax relief of the qualifying structure that would have existed had the structure not been destroyed.

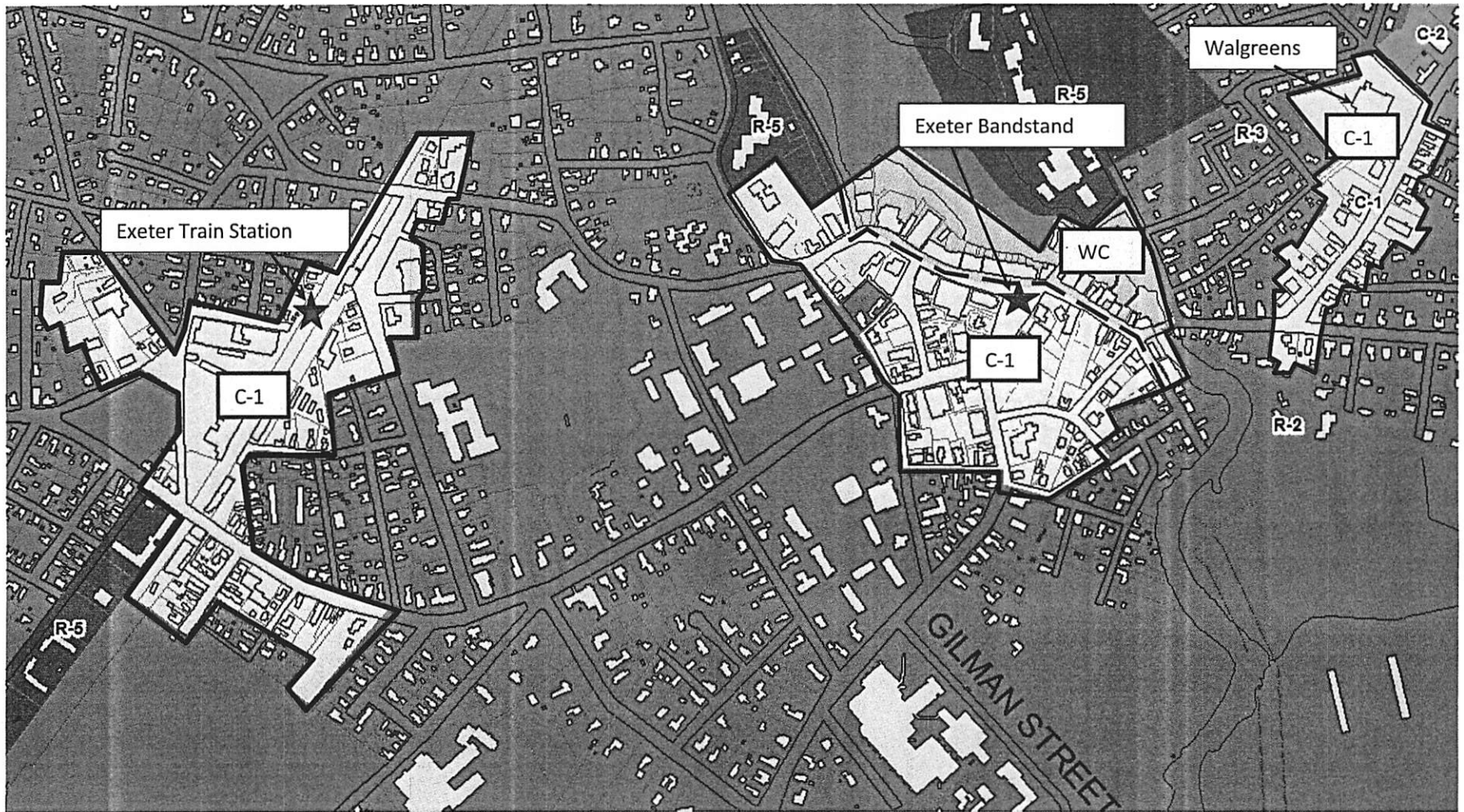
II. The tax relief granted under this chapter shall only apply to substantial rehabilitation or replacement that commences after the governing body approves the application for tax relief and the owner grants to the municipality the covenant to protect the public benefit as required in this chapter, provided that in the case of a qualifying structure which is a building destroyed by fire or act of nature, and which occurred within 15 years prior to the adoption of the provisions of this chapter by the city or town, the tax relief may apply to such qualifying structure for which replacement has begun, but which has not been completed, on the date the application for relief under this chapter is approved.

Source. 2006, 167:1. 2010, 329:6. 2011, 237:3, eff. July 5, 2011.

Section 79-E:14

79-E:14 Other Programs. – The provisions of this chapter shall not apply to properties whose rehabilitation or construction is subsidized by state or federal grants or funds that do not need to be repaid totaling more than 50 percent of construction costs from state or federal programs.

Source. 2006, 167:1, eff. April 1, 2006.



RSA 79E Reference Map of District Areas:

C-1 Lincoln Street, C-1 Central/downtown, WC- Waterfront Commercial, and C-1 Portsmouth Ave



Town of Exeter

Community Revitalization Tax Relief Incentive (RSA 79-E)

Application Form

Office Use Only
(do not write in shaded area)

Date Application Submitted: 2/22/17

Received by: Darren Winham

Building Information

Building Name (if any): former loaf and Ladle

Building Address: 1-9 Water Street

Eligible Zoning District WC Tax Map 72 Lot 41

Contact throughout this application process will be made through the applicant listed below. The property owner may designate an agent as the coordinator for the project. This person (the applicant) shall attend public hearings, will receive comments, recommendation, staff reports, and will communicate all case information to the other parties as required.

The Property Owner may act as the Applicant. If so, list under Applicant's Name, "Owner", and complete owner's information as requested.

Applicant's Name Owner

Owner's Name Soaring Hawk LLC

Address: _____

Address: c/o Catamount
6 Kimball Lane

City/Town: _____ State: _____ Zip: _____

City/Town: Lynnfield State: MA Zip: 01940

Phone _____ Fax: _____

Phone 617.660.7403 Fax: _____

E-mail: _____

E-mail: skanebe.catamountmanagement.com

Existing Building Information:

Existing Uses (describe current use, size, and number of employees):

The building is currently vacant. It was most recently operated as a restaurant which closed in the 4th quarter of 2013.

The building has 3 floors and approximately 7,500 sf, not including exterior decks.

Gross Square Footage of Building: 7,500 Year Building was Built: 1940

Is the building listed on or eligible for listing on the National Register of Historic Places? Yes No

Is the building listed on or eligible for listing on the state register of historic places? Yes No

Is the building located within and import to locally designated historic district? Yes No

Project Description

Proposed Uses (describe use, size, and number of employees):

Restaurant (approximately 6,700 s.f.) and residential (approximately 1000)

Employees 32 full time
19 part time

Is this a change of use associated with this Project? Yes No

Will the project include new residential units? Yes No

If yes, please describe: One apartment in the upper level

Will the project include affordable residential units? Yes No

If yes, please describe:

Has an abatement application been filed or has abatement been awarded on this property within the past year?

Yes No

Will any state or federal grants be used with this project? Yes No

If yes, describe and detail any terms of repayment:

Replacement of Qualifying Structure

Does the project involve the replacement of a qualifying structure? Yes No

If yes, the owner shall submit with this application the following:

1. A New Hampshire division of historical resources individual resource inventory form, prepared by a qualified architectural historian.
2. A letter from the Exeter Historic District Commission that identifies any and all historical, cultural, and architectural value of the structure or structures that are property on which those structures are located.

Note: The application for tax relief shall not be deemed to be complete and the governing body shall not schedule the public hearing on the application for replacement of a qualifying structures as required under RSA 79-B:4, II until the inventory form and letter, as well as all other required information, have been submitted, if required.

Public Benefit (RSA 79:E-7)

In order to qualify for tax relief under this program, the proposed substantial rehabilitation must provide at least one of the public benefits listed below. Any proposed replacement must provide one or more of the public benefits listed below to a greater degree than would a substantial rehabilitation of the same qualifying structure.

Does the project provide the following public benefits?

(Check all that apply)

Enhances the economic vitality of the designated area. Yes No

If yes, please describe: The fully renovated and significantly expanded
restaurant will draw business from a wider area than
downtown Exeter currently enjoys. The restaurant will be a
destination, thereby enhancing vitality of Exeter's core area.

Enhances and improves a culturally or historically important structure Yes No

If yes, please describe: The building was constructed around the same time
as the Exeter Mill. It has served the downtown in a variety
of ways. When the Lord and Little closed, the community was
left with a significant void. That will be filled with the
new restaurant.

Promotes development of the designated area, providing for efficiency, safety, and a greater sense of community, consistent with RSA 9-B? Yes No

If yes, please describe: As described above, the Lord and Little provided a great
community gathering place, enhancing the quality of life for residents
and visitors. The downtown will be livelier for longer hours which
will make better use of the river for all.

It Increase residential housing in urban or town centers? Yes No

If yes, Please describe: The apartment upstairs will add a use that is
not currently part of the property.

Other Issues and matters applicant deems relevant to this request? Yes No

If yes, please describe: _____

Substantial Rehabilitation

Describe the work to be done and estimated costs. *See attached description.*

1. Attach additional sheets if necessary and any written construction estimates.
2. Attach any project narratives, plot plans, building plans, sketches, rendering, or photographs that will help explain this application.

Structural: _____ _____ _____ _____ _____ _____ _____	Estimated Cost:
Electrical: _____ _____ _____ _____ _____ _____	Estimated Cost:
Plumbing/Heating: _____ _____ _____ _____ _____ _____	Estimated Cost:
Mechanical: _____ _____ _____ _____ _____	Estimated Cost:
Other: _____ _____ _____ _____ _____	Estimated Cost:
Total Estimated Project Cost: \$ 1,300,000	
Expected Project Start Date: <i>5/1/17</i> Expected Project Completion Date: <i>10/1/17</i>	

Applicant/Owner Signature

To qualify for this tax relief incentive, the cost the project must be at least 15% of the pre-rehabilitation assessed value or \$75,000, whichever is less.

I/we certify the estimated costs are reasonable and the costs of the project meet the above requirement.

Initial here: SK _____


I/We understand that failure to meet this threshold or the listing unreasonable construction costs will result in the denial of the application and forfeiture of the application fee.

Initial here: SK _____

I/We have read and understand the Community Revitalization Tax Relief Incentive, RSA 79-E, and am/are aware that this will be a public process including public hearing to be held to discuss the merits of this application and the subsequent need to enter into a covenant with the Town and pay all reasonable expenses associated with the drafting/recording of the covenant.

Initial here: SK _____

The undersigned hereby certifies the foregoing information is true and correct;

 Stephen Kaneh, Manager 2/24/17
Signature (printed name) Date

Signature (printed name) Date

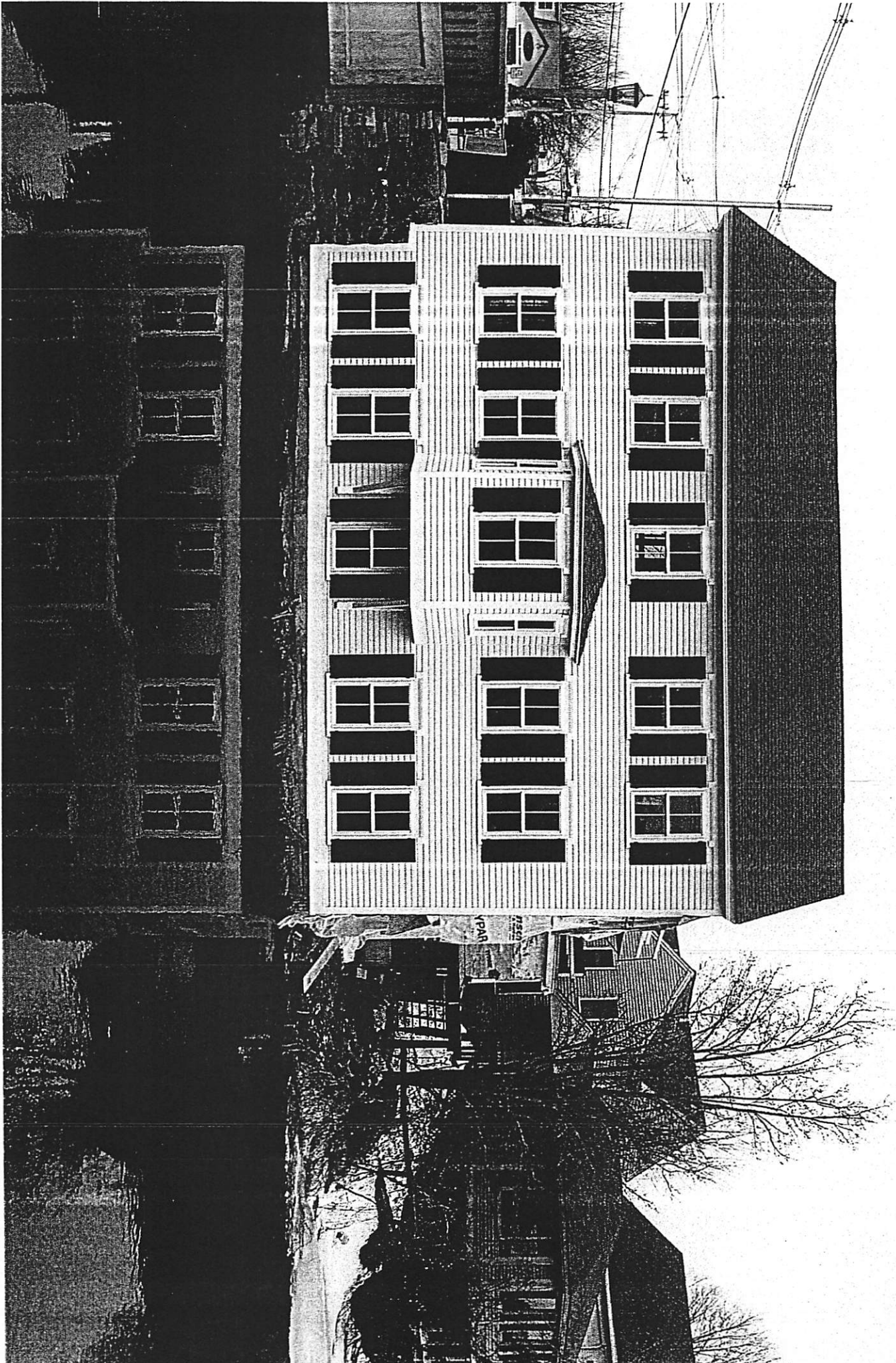
Signature (printed name) Date

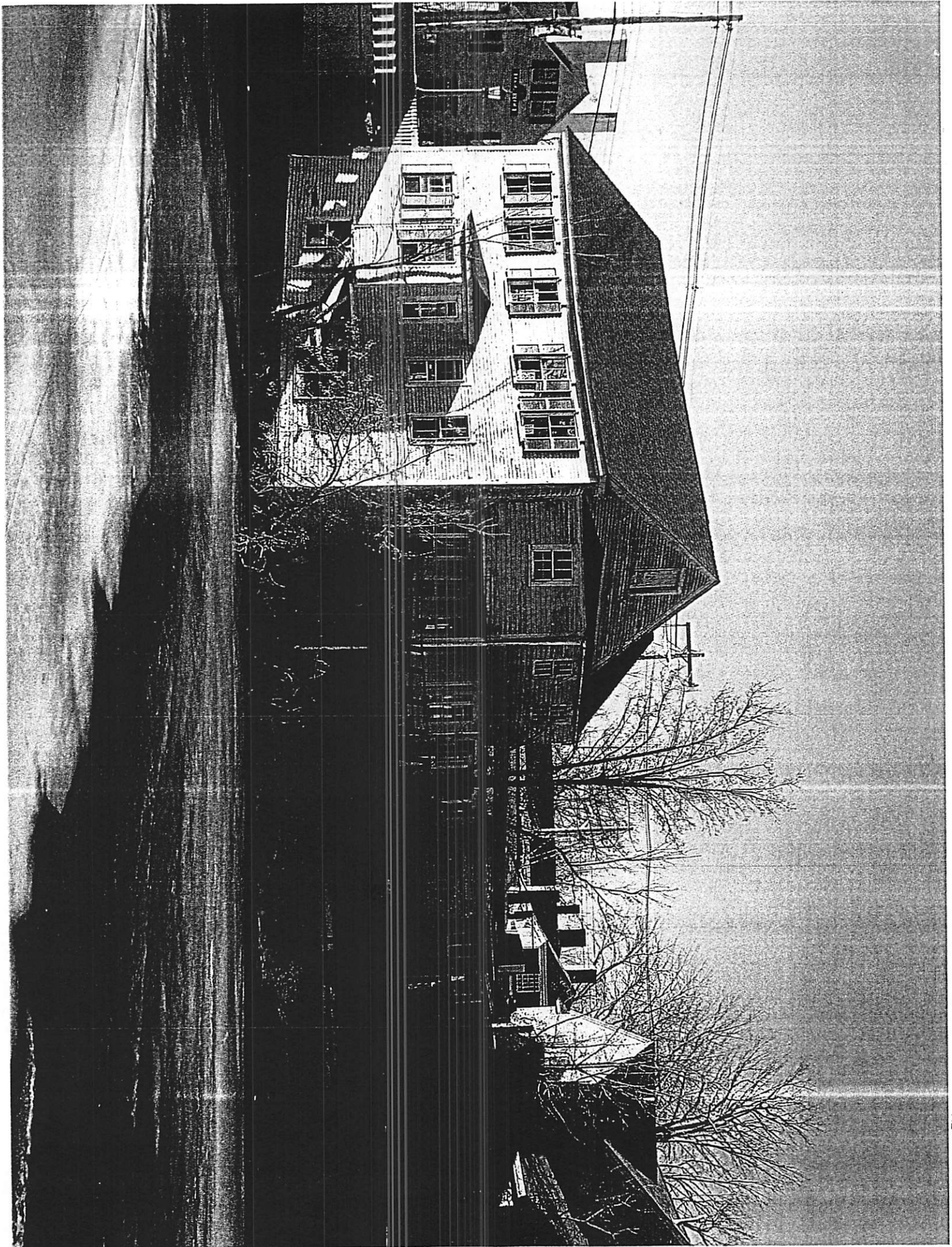
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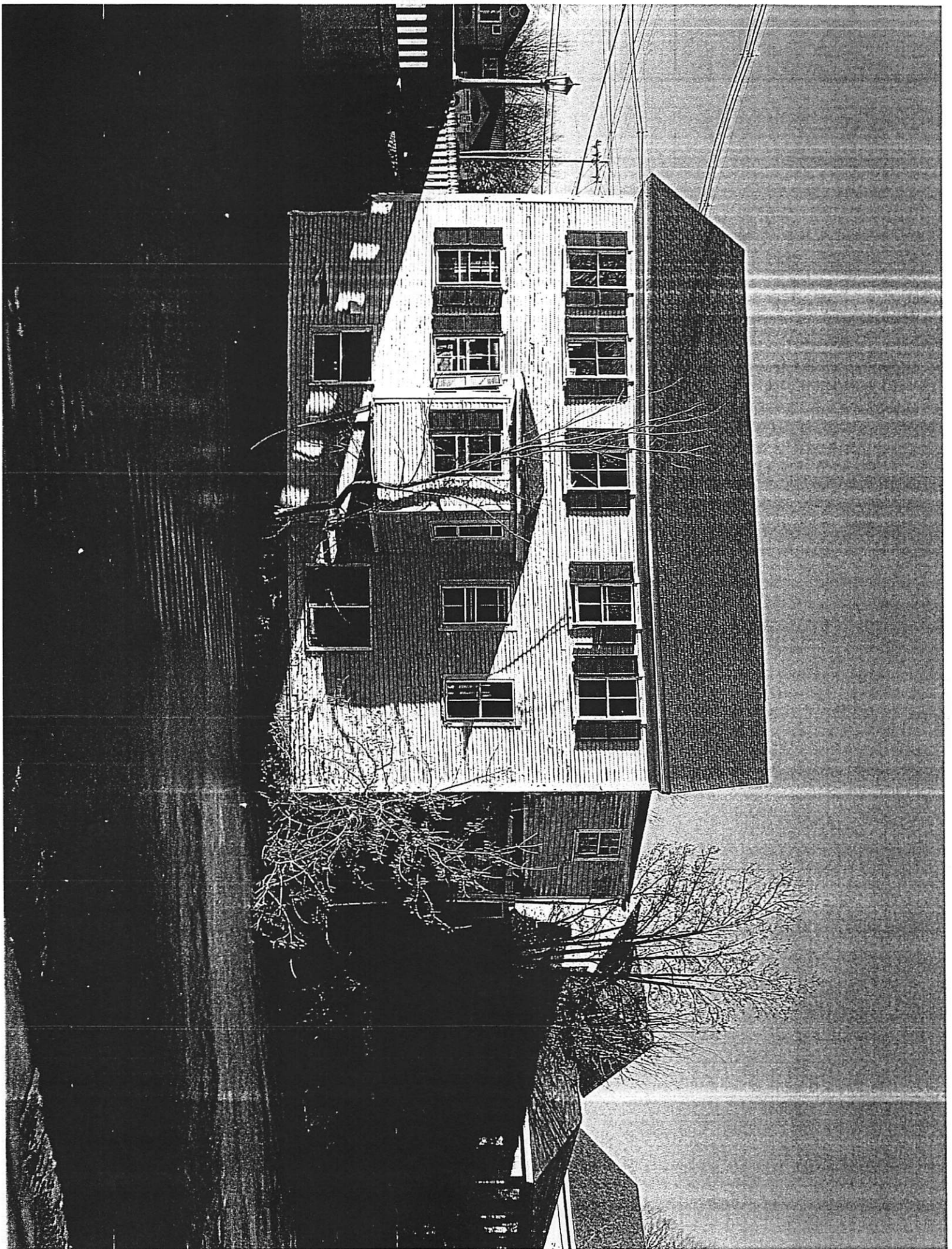
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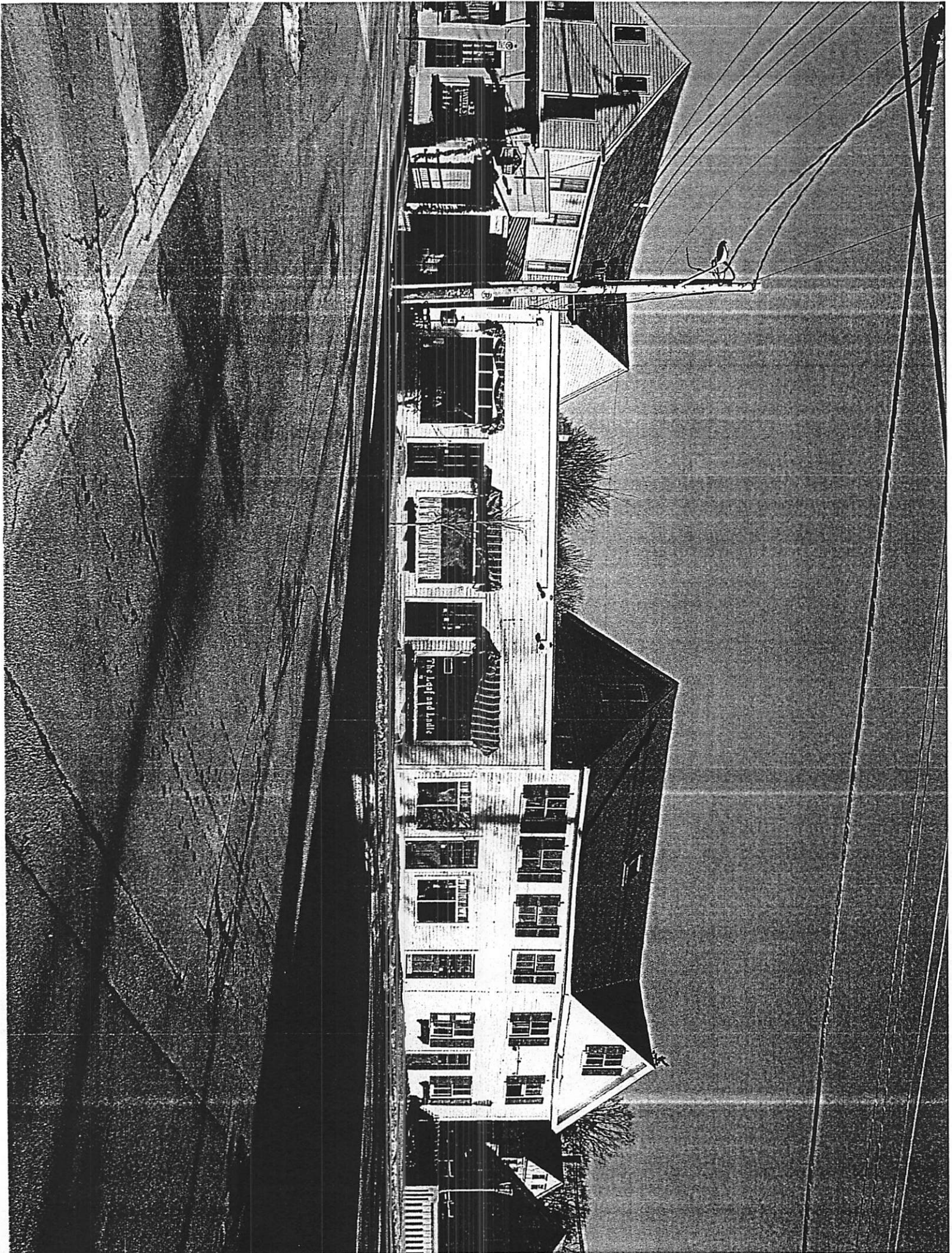
79-E Sea Dog Exeter 1-9 Water Street

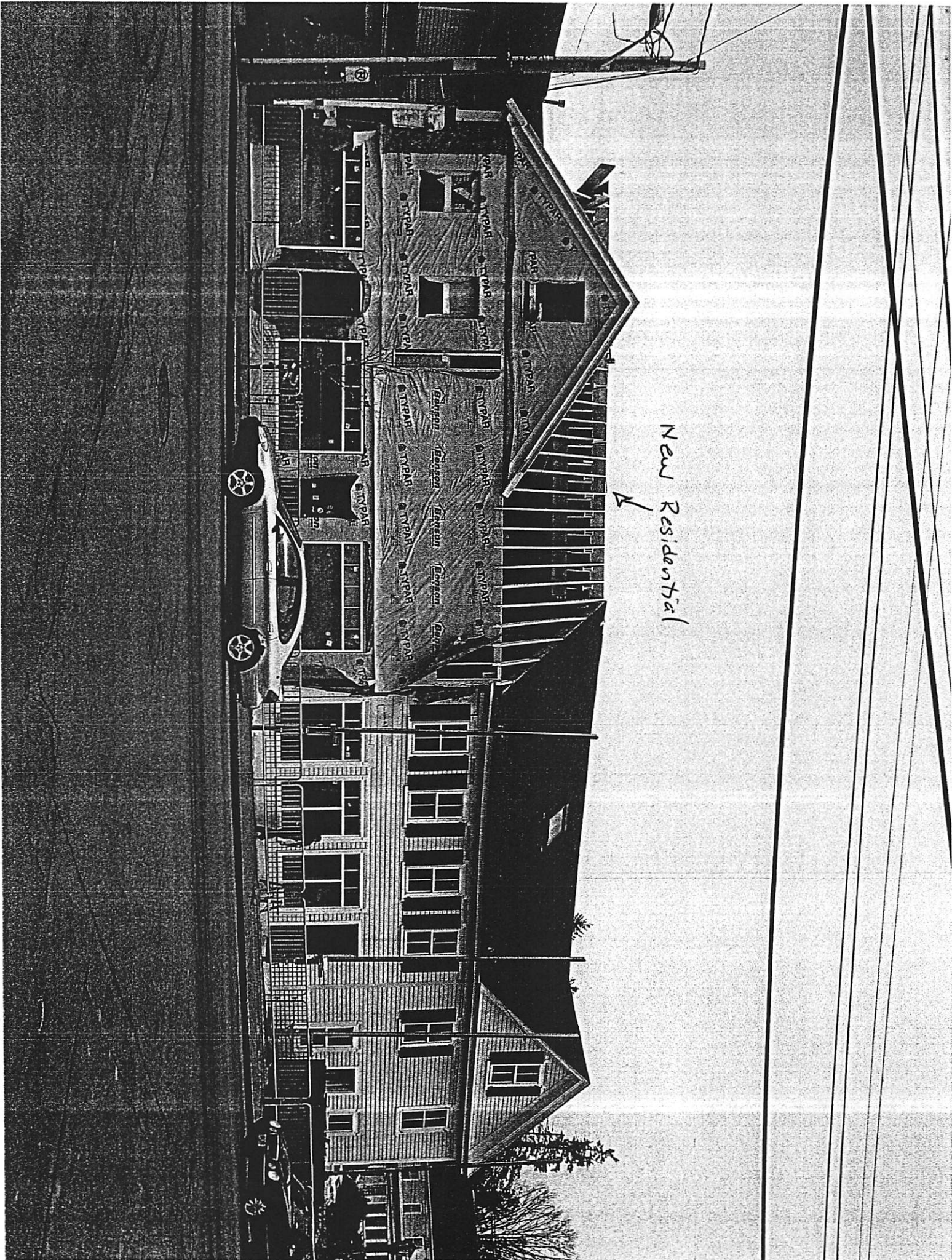
Engineering and Architects	18,500
Municipal Fees	23,000
Dump,temp toilet, equip	11,500
Electrical	70,750
Plumbing	57,500
HVAC	140,000
Sprinkler and Alarm	80,500
Kitchen hood and make up air	69,000
Rough and Structural framing, demo, decks a	224,000
Insulation	38,000
Drywall	45,000
Painting	22,000
Finish labor and materials	135,500
Apt Kitchen	20,000
Hardwood flooring	50,600
Tile flooring and wall treatment	28,000
Apt Carpet and staircase	3,500
Misc expenses	20,000
Cleaning	5,000
Tenant Furniture, Fixtures and Equipment	372,000
Total	1,434,350





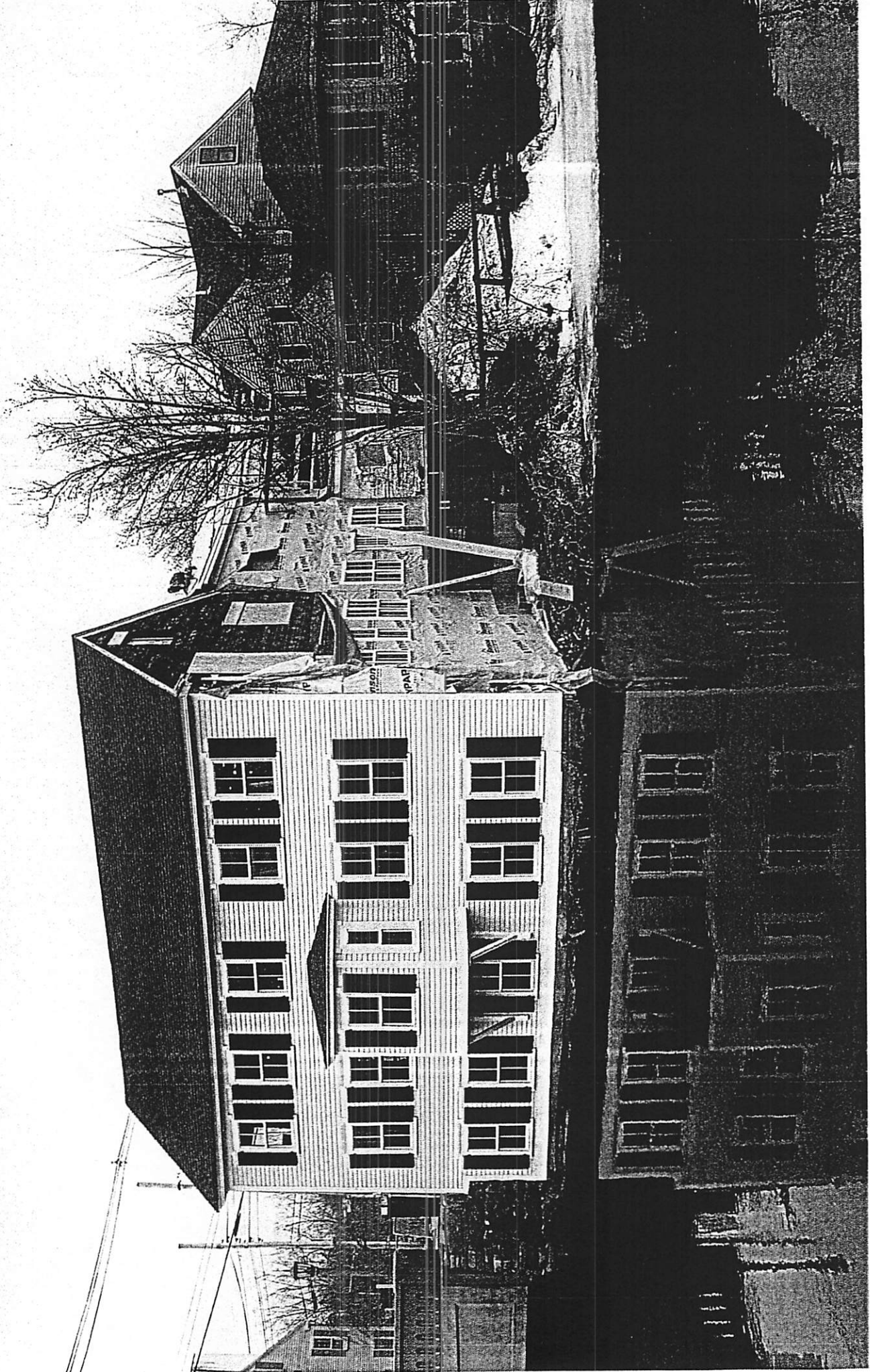






New Residential





UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

**NATIONAL REGISTER OF HISTORIC PLACES
INVENTORY -- NOMINATION FORM**

FOR NPS USE ONLY

RECEIVED AUG 13 1980
DATE ENTERED

DEC 3 1980

SEE INSTRUCTIONS IN HOW TO COMPLETE NATIONAL REGISTER FORMS
TYPE ALL ENTRIES -- COMPLETE APPLICABLE SECTIONS

1 NAME

HISTORIC
Exeter Waterfront Commercial-Historic District
AND/OR COMMON

2 LOCATION

STREET & NUMBER
Water St., Franklin St., Pleasant St., High St. ^{and} Chestnut Sts, Chestnut Hill Ave.
CITY, TOWN
Exeter
STATE, VICINITY OF, COUNTY, CODE
New Hampshire 33 Rockingham 015

3 CLASSIFICATION

CATEGORY	OWNERSHIP	STATUS	PRESENT USE
<input checked="" type="checkbox"/> DISTRICT	<input type="checkbox"/> PUBLIC	<input checked="" type="checkbox"/> OCCUPIED	<input type="checkbox"/> AGRICULTURE <input checked="" type="checkbox"/> MUSEUM
<input type="checkbox"/> BUILDING(S)	<input checked="" type="checkbox"/> PRIVATE	<input type="checkbox"/> UNOCCUPIED	<input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> PARK
<input type="checkbox"/> STRUCTURE	<input type="checkbox"/> BOTH	<input type="checkbox"/> WORK IN PROGRESS	<input type="checkbox"/> EDUCATIONAL <input checked="" type="checkbox"/> PRIVATE RESIDENCE
<input type="checkbox"/> SITE	<input type="checkbox"/> PUBLIC ACQUISITION	<input type="checkbox"/> ACCESSIBLE	<input checked="" type="checkbox"/> ENTERTAINMENT <input type="checkbox"/> RELIGIOUS
<input type="checkbox"/> OBJECT	<input type="checkbox"/> IN PROCESS	<input type="checkbox"/> YES: RESTRICTED	<input type="checkbox"/> GOVERNMENT <input type="checkbox"/> SCIENTIFIC
	<input type="checkbox"/> BEING CONSIDERED	<input checked="" type="checkbox"/> YES: UNRESTRICTED	<input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> TRANSPORTATION
		<input type="checkbox"/> NO	<input type="checkbox"/> MILITARY <input type="checkbox"/> OTHER:

4 OWNER OF PROPERTY

NAME
Multiple Ownership
STREET & NUMBER

CITY, TOWN STATE
VICINITY OF

5 LOCATION OF LEGAL DESCRIPTION

COURTHOUSE, REGISTRY OF DEEDS, ETC.
Rockingham County Register of Deeds
STREET & NUMBER
Rockingham County Courthouse
CITY, TOWN STATE
Exeter New Hampshire 03833

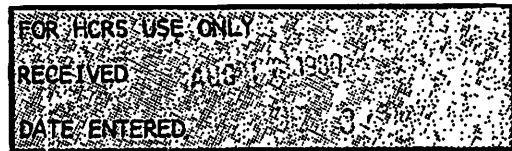
6 REPRESENTATION IN EXISTING SURVEYS

TITLE
(See Continuation Sheet 6-1)
DATE

FEDERAL STATE COUNTY LOCAL

DEPOSITORY FOR SURVEY RECORDS
CITY, TOWN STATE

**NATIONAL REGISTER OF HISTORIC PLACES
INVENTORY -- NOMINATION FORM**



CONTINUATION SHEET

ITEM NUMBER 7 PAGE 10

District Map &
Survey number

Description

34. Wooden Building, 23-25 Water Street: 2½ stories, 5x5 bays, post and beam structure, with the gable oriented toward the street. The front wall is rusticated with staggered quoins, a projecting cornice with returns, and evenly spaced shallow scroll brackets. Window surrounds are two-over-two and consist of a plain wooden lintel supported by paneled pilasters and a plain sill with two wooden corbels beneath the pilasters. At street level are plate glass windows, a recessed central entry, six fluted pilasters and a projecting cornice supported by evenly spaced simple brackets. Italianate, c. 1860 (09-10;13;010)
35. Wooden Commercial Building, 19-21 Water Street: 2½ story, 6x6 bay, low pitched gable roof concealed by a wooden parapet. The west storefront consisting of paired plate glass windows, a recessed entry, and a bracketed entablature over the storefront. The second floor contains six-over-one window sash. The east facade, contains plate glass windows, a shingled shed projection over the first floor facade, two-over-one window sash on the second floor, and six-over-six smaller attic windows. All windows have simple surrounds. Two doors are located in the center of the building, one with a six light transom. The entire building is sided with asphalt shingles. A simple wooden entablature runs across the front of the building beneath the parapet. Multiple additions have been attached to the rear of the building. Italianate Vernacular, c. 1870 (09-10;13;011)
36. Wooden Building, 9-11 Water Street: 2½ story, 3x5 bay, gable oriented, clapboarded, commercial building. The center facade entry is flanked by two large display windows, each having a transom with two lights above. All windows have two over two sash with plain surrounds and architrave trim. The boxed cornice returns. A 2x2 bay flat roof single story projects off the rear. The entry to this ell is covered by a shed roof porch supported by a square column which also supports an elliptical archway between it and the main block. Vernacular, c. 1870 (09-10;13;012)
37. Wooden Building, 1-9 Water Street: 2½ story, 3x5 bay, structure with stone foundations, clapboards, plain cornerboards, and a pedimented gable oriented toward the street. A gable-roofed, 2:1/2 story wing extends from the southwest corner of the building and a one story addition is attached to the wing. Windows are two-over-two with plain surrounds containing cornerblocks. The 2½ story wing and 1 story addition contains plate glass windows at street level. The addition has a plain parapet. Greek Revival, c. 1840 (09-10;13;013)

**NATIONAL REGISTER OF HISTORIC PLACES
INVENTORY -- NOMINATION FORM**

FOR HGCRS USE ONLY	
RECEIVED	DEC 3 1980
DATE ENTERED	DEC 3

CONTINUATION SHEET

ITEM NUMBER 4 PAGE 5

- | | | |
|-----|--|--------------------------------|
| 37. | Exeter Investment Co., Inc.
String Bridge
Exeter, NH. 03833 | 09-10;13;013 |
| 38. | Exeter Restaurant Inc,
42 Water Street
Exeter, NH. 03833 | 09-10;15;001 |
| 39. | Bouchard, Carl E. & Pauline M.
Epping Road
Exeter, NH. 03833 | 09-10-15;018 |
| 40. | Bukowski, J. Joseph
Kingston Road
Exeter, NH. 03833 | 09-10;15;017 |
| 41. | Society for the Preservation
of New England Antiquities
141 Cambridge Street
Boston, Ma. 02114 | 09-10;15;016 |
| 42. | Society for the Preservation
of New England Antiquities.
141 Cambridge Street
Boston, Ma. 02114 | 09-10;15;015 |
| 43. | Car-Go Home
& Auto Centers Inc.
Elm Street
Manchester, NH. 03100 | 09-10;20;001 |
| 44. | Lapert, Harold & Frances,
Trustees Lapert Realty Trust
20 Franklin Street
Exeter, NH. 03833 | 09-10;21;010 |
| 45. | Lampert, Harold & Frances
Trustees Lampret Realty Trust
20 Franklin Street
Exeter, NH. 03833 | 09-10;21;011 &
09-10;21;012 |

Property Location: 1-9 WATER ST
 Vision ID: 2336

Account # U0135R

MAP ID: 72 / 41 / 1

Bldg #: 1 of 1

Bldg Name:

Sec #: 1 of 1 Card 1 of 1

State Use: 3220

Print Date: 03/24/2017 12:59

CURRENT OWNER		TOPO.	UTILITIES	STRT/ROAD	LOCATION	CURRENT ASSESSMENT				
SOARING HAWK LLC C/O CATAMOUNT MANAGEMENT C SIX KIMBALL LANE LYNNFIELD, MA 01940 Additional Owners:		1 Level		1 Paved		Description	Code	Appraised Value	Assessed Value	2211 EXETER, NH
						COMMERC. COM LAND	3220 3220	249,500 168,400	249,500 168,400	
SUPPLEMENTAL DATA						VISION				
Other ID: 0072 0041 0000		A12: Historic: YES Antenna: 79E Dist: Yes								
Easement:		ASSOC PID#				Total 417,900 417,900				
Book/Page:										
TIF Dist:										
TIF Value:										
A9:										
GIS ID: 072-041-0000										

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)								
SOARING HAWK LLC		5505/0874	12/27/2013	U	I	375,000	13	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
A MERRY LEGUMES REALTY TR		3107/1361	04/15/1993	U	I		1N	2016	3220	249,500	2015	3260	25,100	2015	3260	25,100
A MERRY LEGUMES REALTY TR		2626/1523		U		0		2016	3220	168,400	2015	3260	168,400	2015	3260	168,400
											2015	3260	4,200	2015	3260	4,200
Total:										417,900	Total:			197,700	Total:	197,700

EXEMPTIONS			OTHER ASSESSMENTS					This signature acknowledges a visit by a Data Collector or Assessor										
Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.										
Total:																		

ASSESSING NEIGHBORHOOD					APPRAISED VALUE SUMMARY				
NBHD/SUB	NBHD Name	Street Index Name	Tracing	Batch	Appraised Bldg. Value (Card)				
0001/A					249,500				
					Appraised XF (B) Value (Bldg)	0			
					Appraised OB (L) Value (Bldg)	0			
					Appraised Land Value (Bldg)	168,400			
					Special Land Value	0			
					Total Appraised Parcel Value	417,900			
					Valuation Method:	C			
					Adjustment:	0			
					Net Total Appraised Parcel Value	417,900			

BUILDING PERMIT RECORD										VISIT/ CHANGE HISTORY					
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	Type	IS	ID	Cd.	Purpose/Result	
EXPIRED	01/12/2015	RE	Remodel	630,000	09/23/2016	50		EXPIRED/BUILD 3 ON	09/23/2016			MO	60	BP Review - Ext	
									04/01/2016			PM	60	BP Review - Ext	
									04/08/2015			JQ	60	BP Review - Ext	
									05/12/2010			JW	14	Commercial Field Review	
									06/21/2004			EB	00	Measur+Listed	

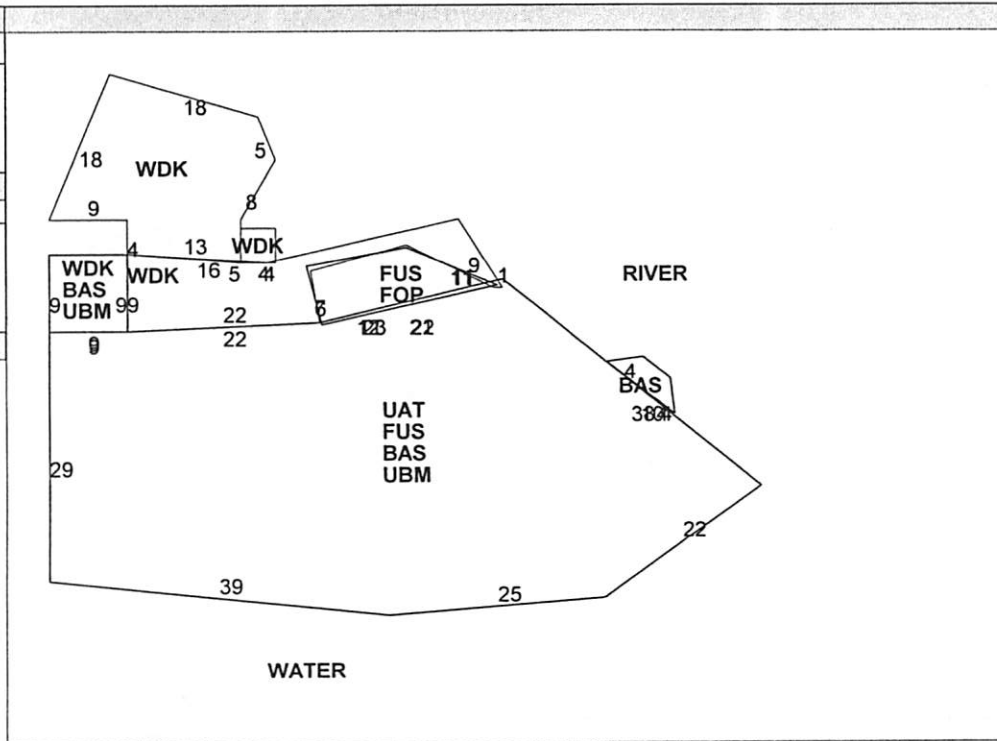
LAND LINE VALUATION SECTION																			
B #	Use Code	Use Description	Zone	D	Front	Depth	Units	Unit Price	I. Factor	S.A.	Acre Disc	C. Factor	ST. Idx	Adj.	Notes- Adj	Special Pricing	S Adj Fact	Adj. Unit Price	Land Value
1	3220	STORE/SHOP MDL-94	WC				3,485 SF	16.10	1.0000	5	1.0000	1.00	C28	3.00	SIZE		1.00	48.31	168,400

Total Card Land Units: 0.08 AC Parcel Total Land Area: 0.08 AC Total Land Value: 168,400

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)				
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description
Style	80		Stores/Apt Com				
Model	94		Commercial				
Grade	04		Average +10				
Stories	1						
Occupancy	1						
Exterior Wall 1	11		Clapboard				
Exterior Wall 2							
Roof Structure	03		Gable/Hip				
Roof Cover	03		Asph/F Gls/Cmp				
Interior Wall 1	05		Drywall/Sheet				
Interior Wall 2							
Interior Floor 1	09		Pine/Soft Wood				
Interior Floor 2							
Heating Fuel	03		Gas				
Heating Type	04		Forced Air-Duc				
AC Type	01		None				
Bldg Use	3220		STORE/SHOP MDL-94				
Total Rooms							
Total Bedrms	00						
Total Baths	0						
%Taxable							
Heat/AC	00		NONE				
Frame Type	02		WOOD FRAME				
Baths/Plumbing	02		AVERAGE				
Ceiling/Wall	06		CEIL & WALLS				
Rooms/Prtns	02		AVERAGE				
Wall Height	8						
% Conn Wall	0						

MIXED USE		
Code	Description	Percentage
3220	STORE/SHOP MDL-94	100

COST/MARKET VALUATION	
Adj. Base Rate:	94.62
	554,485
Net Other Adj:	0.00
Replace Cost	554,485
AYB	1900
EYB	1985
Dep Code	A
Remodel Rating	
Year Remodeled	
Dep %	60
Functional Obslnc	
External Obslnc	
Cost Trend Factor	1
Condition	UC
% Complete	45
Overall % Cond	45
Apprais Val	249,500
Dep % Ovr	0
Dep Ovr Comment	
Misc Imp Ovr	0
Misc Imp Ovr Comment	
Cost to Cure Ovr	0
Cost to Cure Ovr Comment	



OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)												
Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp Rt	Cnd	%Cnd	Apr Value

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value
BAS	First Floor	2,456	2,456	2,456	94.62	232,392
FOP	Porch, Open, Finished	0	109	27	23.44	2,555
FUS	Upper Story, Finished	2,463	2,463	2,463	94.62	233,054
UAT	Attic, Unfinished	0	2,354	235	9.45	22,236
UBM	Basement, Unfinished	0	2,435	609	23.67	57,625
WDK	Deck, Wood	0	699	70	9.48	6,624
Ttl. Gross Liv/Lease Area:		4,919	10,516	5,860		554,485

COVENANT TO PROTECT PUBLIC BENEFIT
FILED WITH DEED Per RSA 79-E:8 (Community Revitalization Tax Relief Incentive)

I (We) _____ (owner) of _____ located in the Town of Pittsfield, County of Merrimack _____ and the State of New Hampshire, for [myself/ourselves] successors and assigns, for consideration of tax relief granted, agree to the following Covenants imposed by The Town of Pittsfield, County of Merrimack, State of New Hampshire, in exchange for property tax relief due to the substantial rehabilitation of said property this Covenant to Protect Public Benefit in accordance with the provisions of RSA 79-E for a term of _____ years or other agreed time up to twice the period of tax relief on the following historic or other structure located within the Pittsfield Center Historic District (as depicted by Map 6-3 in the Town of Pittsfield 2000 Master Plan), including the land necessary for the function of the building (the PROPERTY), described as follows.

The Property is described as a portion of Tax Map _____ Lot _____ in the Town of Pittsfield. Also reference Grantor's title by [Warranty] deed recorded at Book _____ Page _____, Merrimack County Registry of Deeds.

The GRANTEE agrees that the PROPERTY provides a demonstrated public benefit in accordance with the provisions of RSA 79-E:7 insomuch as the substantial rehabilitation of said property:

- I. Enhances the economic vitality of downtown
- II. Enhances or improves a structure that is culturally or historically important on a local, regional, state, or national level, either independently or within the context of an historic district, town center, or village center in which the building is located
- III. Promotes development of municipal centers, providing for efficiency, safety and a greater sense of community consistent with RSA 9-B or
- IV. It increases residential housing in urban or town centers

[insert particular findings if desired].

The terms of the Covenant hereby granted with respect to the above-described PROPERTY are to be coextensive with the tax relief period and are as follows:

MAINTENANCE OF THE PROPERTY. The GRANTOR agrees to maintain the PROPERTY in a use and condition that furthers the public benefits for which the tax relief was granted and accepted during the term of the tax relief under RSA 79-E.

[Here insert any particular restrictions such as signage, maintenance of building and its surroundings, other structure and so forth, as may be agreed upon between the Grantor and Grantee.]

REQUIRED INSURANCE, USE OF INSURANCE PROCEEDS, AND TIMEFRAME TO REPLACE OR REMOVE DAMAGED PROPERTY. The Property Owner is required to obtain and maintain casualty insurance, as well as flood insurance if appropriate. The TOWN requires a lien

against proceeds for any insurance claims to ensure proper restoration or demolition of any damaged structures and property. The TOWN further requires that the restoration or demolition commence within one year following any insurance claim incident otherwise the Property Owner shall be subject to the provisions set forth in RSA 79-E:9, I.

RECORDING. The Town shall provide for the recording of this covenant to protect public benefit with the Merrimack County Registry of Deeds. It shall be a burden upon the property and bind all transferees and assignees of such property. Applicant will be solely responsible for the recording fees.

ASSESSMENT OF THE PROPERTY. The Grantee agrees that the PROPERTY shall be assessed, during the term of the Tax Relief Granted based on the pre-rehabilitation value or another value agreed upon by both parties to address improvements not covered by RSA 79-E. If the terms of these covenants are not met, the Property Tax Relief will be discontinued. Furthermore, the TOWN will assess all taxes to the owner as though no tax relief was granted, with interest in accordance with RSA 79-E:9, II.

RELEASE, EXPIRATION, CONSIDERATION.

I. RELEASE. The GRANTOR may apply to the local governing body of the Town of Pittsfield for a release from the foregoing discretionary tax relief and associated covenant upon a demonstration of extreme personal hardship.

Upon release from such covenants, the GRANTOR shall pay the following consideration to the Tax Collector of the Town of Pittsfield

(a) For a release within the duration of the tax relief period of the RSA 79 E, full value assessment of such structure(s) and land.

II. EXPIRATION. Upon final expiration of the terms of the tax relief and associated covenants tax assessment will convert to present valuation and these covenants will be concluded

III. The Tax Collector shall issue a summary receipt to the owner of such property and a copy to the governing body of the Town of Pittsfield for the sums of tax relief deferred. The local governing body shall, upon receiving a copy of the above-mentioned consideration, execute a release of the Covenant to the GRANTOR who shall record such a release with the Merrimack County Registry of Deeds. A copy of such release or renewal shall also be sent to the local assessing officials if they are not the same parties executing the release or renewal.

IV. If, during the term of the tax relief, the GRANTOR shall fail to maintain the structure in conformity with the foregoing agreement, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the covenants shall be terminated and a penalty assessed in accordance with Paragraph I(a) above.

ENFORCEMENT.

When a breach of this Covenant to the attention of the GRANTEE, it, shall notify the owner of the property subject to the covenant, in writing of such breach, delivered in hand or by certified mail, return receipt requested.

The Owner shall have 30 days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to cure the conditions constitution said breach and to notify the Grantee thereof.

If the owner fails to take such curative action, the Grantee may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including Grantee's expenses, court costs and legal fees, shall be paid by the owner, provided the said Owner is determined to be directly or indirectly responsible for the breach.

The Grantee, by accepting and recording this Covenant to the deed agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the Grantee, all in furtherance of the economic development purposes for which this Tax Relief and associated Deed Covenant is delivered. WITNESS MY HAND this _____ day of _____, 20__.

Witness Grantor

STATE OF NEW HAMPSHIRE
COUNTY OF _____

Appeared before me this _____ day of _____, 20__,
the above signed _____, known to me or satisfactorily proven to
be the same, and acknowledged that he [they] executed the same for the purposes contained
therein.

Notary Public/Justice of the Peace
My commission expires:

ACCEPTED this _____ day of _____, 20__.

Town of Pittsfield NH

By its Board of Selectmen[or authorized officer]

TOWN OF DURHAM, NH
COVENANT TO PROTECT PUBLIC BENEFIT
Per RSA 79-E:8 (Community Revitalization Tax Relief Incentive)

I (We) [name] of [address], Durham, NH 03824 (hereinafter referred to, collectively, if appropriate, as "GRANTOR") owner(s) of [property] situate at [address], Durham, NH (hereinafter referred to as the "PROPERTY"), for (myself/ourselves/itself) and for (my/our/it's) successors and assigns, for consideration of tax relief granted to GRANTOR by GRANTEE pursuant to the provisions of RSA 79-E, agree to the following Covenants imposed by the Town of Durham, (hereinafter referred to as "GRANTEE"), 15 Newmarket Road, Durham, County of Strafford, State of New Hampshire.

These covenants are made in exchange for property tax relief granted with respect to the PROPERTY as a result of the substantial rehabilitation of the PROPERTY to be accomplished by the GRANTORS in accordance with GRANTOR'S proposal (specific approved scope of work is attached as "CHAPTER 79-E COMMUNITY REVITALIZATION TAX RELIEF INCENTIVE ADDENDUM") approved by GRANTEE on [date of council approval].

This Covenant is to protect the public benefit in accordance with the provisions of RSA 79-E for a term of five years, beginning on April first of the first tax year commencing immediately after the completion of the rehabilitation work. Notwithstanding the foregoing, the contemplated tax relief shall be null and void if the proposed rehabilitation work is not completed by March 31 [deadline year for completion].

The PROPERTY is designated GRANTEE'S Tax Map [number] Lot [number] in the Town of Durham. For further reference to GRANTOR'S title see deed recorded at Book [reference], Page [reference], Strafford County Registry of Deeds.

The GRANTEE agrees that the PROPERTY, if substantially rehabilitated in accordance with GRANTOR'S proposal approved by GRANTEE on [date of council approval] provides a demonstrated public benefit in accordance with the provisions of RSA 79-E:7 inasmuch as the substantial rehabilitation of said property:

- I. Enhances the economic vitality of downtown;
- II. Enhances or improves a structure that is culturally or historically important on a local, regional, state, or national level, either independently or within the context of an historic district, town center, or village center in which the building is located; and
- III. Promotes development of municipal centers, providing for efficiency, safety and a greater sense of community consistent with RSA 9-B.

The terms of the Covenant which is hereby granted by the GRANTOR to the GRANTEE with respect to the above described PROPERTY are to be co-extensive with the tax relief period and are as follows:

- II. **EXPIRATION.** Upon final expiration of the terms of the tax relief and associated covenants the tax assessment will convert to the then full fair market value and these covenants will be concluded.
- III. **CONSIDERATION.** The Tax Collector shall issue a summary receipt to the owner of such PROPERTY and a copy of the governing body of the Town of Durham for the sums of tax relief accorded during the term of this Agreement. The local governing body shall, upon receiving a copy of the above-mentioned consideration, execute a release of the Covenant to the GRANTOR who shall record such a release with the Strafford County Registry of Deeds. A copy of such release or renewal shall also be sent to the local assessing official.
- IV. **MAINTENANCE OF STRUCTURE.** If, during the term of the tax relief, the GRANTOR shall fail to maintain the structure in conformity with the foregoing agreement, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the covenants shall be terminated and a penalty shall be assessed in accordance with Paragraph I(a) above.

ENFORCEMENT. If a breach of this Covenant is brought to the attention of the GRANTEE, the GRANTEE shall notify the GRANTOR, in writing of such breach, which notification shall be delivered in hand or by certified mail, return receipt requested to the GRANTOR.

The GRANTOR shall have 30 days after receipt of such notice to undertake those actions, including restorations, which are reasonably calculated to cure the said breach and to notify the GRANTEE thereof.

If the GRANTOR fails to take such curative action, the GRANTEE may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including GRANTEE'S expenses, court costs and legal fees, shall be paid by the GRANTOR, provided the said GRANTOR is determined to be directly or indirectly responsible for the breach.

The GRANTOR, by accepting and recording this Covenant to the GRANTOR agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the GRANTEE, all in furtherance of the purposes for which this Tax Relief and associated Covenant is delivered.

WITNESS MY/OUR/IT'S HAND this _____ day of _____, 20_____.

Witness

Grantor

Print Name

Witness

Grantor

Print Name

**STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD**

On this _____ day of _____, 20____, personally appeared the above

_____ and _____, known to me, or satisfactorily
proven, to be the same, and acknowledged that he/she/they executed the same for the purposes
contained therein.

Notary Public/Justice of the Peace

My commission expires: _____

ACCEPTED this _____ day of _____, 20____ by the Town of Durham

TOWN OF DURHAM

By: _____
Durham Town Administrator
(or other authorized officer)

Print Name: _____

Appropriations

Account Code	Purpose of Appropriation	Warrant Article #	Appropriations As Voted
Government			
0000-0000	Collective Bargaining		-
4130-4139	Executive	9	246,486
4140-4149	Election, Registration, and Vital Statistics	9	359,982
4150-4151	Financial Administration	9	819,192
4152	Revaluation of Property	9	1
4153	Legal Expense	9	80,000
4155-4159	Personnel Administration	9	393,231
4191-4193	Planning and Zoning	9	272,162
4194	General Government Buildings	9	1,101,909
4195	Cemeteries		-
4196	Insurance	9	113,529
4197	Advertising and Regional Association		-
4199	Other General Government	9	26,770
Public Safety			
4210-4214	Police	9, 13	3,370,458
4215-4219	Ambulance		-
4220-4229	Fire	9	3,590,430
4240-4249	Building Inspection	9	251,552
4290-4298	Emergency Management	9	27,937
4299	Other (Including Communications)	9	471,805
Center			
4301-4309	Airport Operations		-
Streets			
4311	Administration	9	459,555
4312	Highways and Streets	9,12	2,130,525
4313	Bridges		-
4316	Street Lighting	9	150,000
4319	Other	9	281,630
Sanitation			
4321	Administration		-
4323	Solid Waste Collection	9	908,556
4324	Solid Waste Disposal		-
4325	Solid Waste Cleanup		-
4326-4328	Sewage Collection and Disposal		-
4329	Other Sanitation		-
Distribution and			
4331	Administration		-
4332	Water Services		-
4335	Water Treatment		-
4338-4339	Water Conservation and Other		-
Electric			
4351-4352	Administration and Generation		-
4353	Purchase Costs		-
4354	Electric Equipment Maintenance		-
4359	Other Electric Costs		-

Appropriations

Account Code	Purpose of Appropriation	Warrant Article #	Appropriations As Voted
Health			
4411	Administration	9	155,698
4414	Pest Control	9	1,250
4415-4419	Health Agencies, Hospitals, and Other		-
Welfare			
4441-4442	Administration and Direct Assistance	9	37,778
4444	Intergovernmental Welfare Payments		-
4445-4449	Vendor Payments and Other	9	100,000
Recreation			
4520-4529	Parks and Recreation	9	495,969
4550-4559	Library	9	1,002,526
4583	Patriotic Purposes	9	14,500
4589	Other Culture and Recreation	9	30,951
Development			
4611-4612	Administration and Purchasing of Natural Resources	9	10,188
4619	Other Conservation		-
4631-4632	Redevelopment and Housing		-
4651-4659	Economic Development	9	137,072
Debt Service			
4711	Long Term Bonds and Notes - Principal	9	519,800
4721	Long Term Bonds and Notes - Interest	9	175,995
4723	Tax Anticipation Notes - Interest	9	1
4790-4799	Other Debt Service		-
Capital Outlay			
4901	Land	9	1
4902	Machinery, Vehicles, and Equipment	9, 21, 22	482,934
4903	Buildings		-
4909	Improvements Other than Buildings	14, 16, 17	976,261
Transfers Out			
4912	To Special Revenue Fund		-
4913	To Capital Projects Fund	5,6,7	5,683,000
4914A	To Proprietary Fund - Airport		-
4914E	To Proprietary Fund - Electric		-
4914O	To Proprietary Fund - Other		-
4914S	To Proprietary Fund - Sewer	11, 12	2,393,685
4914W	To Proprietary Fund - Water	10,12, 18	3,387,235
4915	To Capital Reserve Fund		-
4916	To Expendable Trusts/Fiduciary Funds		-
4917	To Health Maintenance Trust Funds		-
4918	To Non-Expendable Trust Funds		-
4919	To Fiduciary Funds	19,20	100,000
Total Voted Appropriations			30,760,554

Board of Selectmen Representatives		
Town Committees		
2016-17		
Committee Name	2015-16 Representative	2016-17 Representative
ADVISORY CATEGORY		
Arts Committee	Dan Chartrand	Dan Chartrand
CATV Advisory Committee	Anne Surman	Anne Surman
Housing Advisory Committee	Nancy Belanger	Nancy Belanger
River Study Committee	Don Clement	Don Clement
Train Committee	Julie Gilman	Julie Gilman
Transportation Committee	Julie Gilman	Julie Gilman
Water Sewer Advisory Committee	Anne Surman	Nancy Belanger
LAND USE/RELATED		
Conservation Commission	Nancy Belanger	Anne Surman
Economic Development Commission	Dan Chartrand	Dan Chartrand
Heritage Commission	Julie Gilman	Julie Gilman
Historic District Commission	Julie Gilman	Julie Gilman
Planning Board	Don Clement	Don Clement
OTHER		
Rockingham Planning Commission (BOS)	Don Clement	Don Clement
Swasey Trustees (liaison only)	Anne Surman	Anne Surman
Budget Recommendations Committee	All BOS Members	All BOS Members
Not accounted for:		
Exeter River Local Advisory Committee (ERLAC)	Don Clement	
SE Watershed Alliance	Nancy Belanger	
	Don Clement ?	

Committee	Name	Position	New Term
Conservation Commission	Todd Piskovitz	Voting	4/20
	Alyson Eberhardt	Voting	4/20
	Anne Surman	Alternate	4/20
Exeter Arts Committee	Kathy Lewis Thompson	Voting	4/20
	Scott Ruffner	Voting	4/20
	Karen Desrosiers	Voting	4/20
Exeter Economic Development Commission	Madeleine Hamel	Voting	4/20
	David Hampson	Voting	4/20
	Jason Proulx	Voting	4/20
Exeter River Advisory Committee	Lionel Ingram	Voting	4/20
	Rod Bourdon	Voting	4/20
Heritage Commission	Mary Dupre	Voting	4/20
	Maura Fay	Voting	4/20
	Vacant	Alternate	4/20
	Vacant	Alternate	4/20
Historic District Commission	Valerie Ouellette	Voting	4/20
	Patrick Gordon	Voting	4/20
	Vacant	Alternate	4/20
	Vacant	Alternate	4/20
Planning Board	Kelly Bergeron	Voting	4/20
	Aaron Brown	Voting	4/20
	Vacant	Alternate	4/20
	Kathy Corson	Alternate	4/20
Rockingham Planning Commission	Katherine Woolhouse	Voting	4/21
Zoning Board of Adjustment	Rick Thielbar	Voting	4/20
	Kevin Baum	Voting	4/20
	Marc Carbonneau	Alternate	4/20
	Martha Pennell	Alternate	4/20
	David Mirsky	Alternate	4/20
Water and Sewer Advisory Committee	David Michelsen	Voting	4/20
	Gene Lambert	Voting	4/20

	Yes	No	Total	% Yes	% No	Blanks	1653	Total votes
2 Zoning 1	1099	370	1469	74.8%	25.2%	184		
3 Zoning 2	1137	335	1472	77.2%	22.8%	181		
4 Zoning 3	1035	431	1466	70.6%	29.4%	187		
5 Lincoln Street Project	1121	428	1549	72.4%	27.6%	104		
6 TTHM Remediation	1299	264	1563	83.1%	16.9%	90		
7 Court Street Bridge/Culverts	1107	413	1520	72.8%	27.2%	133		
8 BRC Slate	1215	193	1408	86.3%	13.7%	245		
9 Operating Budget	903	597	1500	60.2%	39.8%	153		
10 Water Budget	1189	347	1536	77.4%	22.6%	117		
11 Sewer Budget	1174	356	1530	76.7%	23.3%	123		
12 SEIU Contract	1143	371	1514	75.5%	24.5%	139		
13 Exeter Police Contract	1197	351	1548	77.3%	22.7%	105		
14 Epping Road - Winter Sidewalks	1174	397	1571	74.7%	25.3%	82		
15 Extend Deadline Kingston Road	1186	357	1543	76.9%	23.1%	110		
16 Kingston Road Shoulders	1102	453	1555	70.9%	29.1%	98		
17 Town Hall Staircase	957	584	1541	62.1%	37.9%	112		
18 Washington Street Water Line	1205	345	1550	77.7%	22.3%	103		
19 Sick Leave Expendable Trust	1019	508	1527	66.7%	33.3%	126		
20 Snow and Ice Fund	1210	342	1552	78.0%	22.0%	101		
21 Highway Dump L/P	1119	356	1475	75.9%	24.1%	178		
22 Backhoe Replacement L/P	1087	386	1473	73.8%	26.2%	180		
23 Cemetery Trustees	1260	182	1442	87.4%	12.6%	211		
24 Petition: Winter Parking Ban	854	602	1456	58.7%	41.3%	197		



12,729 Voters + 12 New Voters = 12,741
 1653 total votes cast. 13% turnout

BALLOT 1 OF 2

OFFICIAL BALLOT
ANNUAL TOWN ELECTION
EXETER, NEW HAMPSHIRE
MARCH 14, 2017

Andrea J. Kohler
 TOWN CLERK

INSTRUCTIONS TO VOTERS

- A. TO VOTE, completely fill in the OVAL to the RIGHT of your choice(s) like this: ●
- B. Follow directions as to the number of candidates to be marked for each office.
- C. To vote for a person whose name is not printed on the ballot, write the candidate's name on the line provided and completely fill in the OVAL.

<p>FOR MODERATOR</p> <p>Two Year Term Vote for not more than ONE</p> <p>PAUL SCAFIDI <u>1220</u> ●</p> <p>(Write-in) ○</p>	<p>FOR TOWN TREASURER</p> <p>Three Year Term Vote for not more than ONE</p> <p>ALLAN W. COREY <u>367</u> ○</p> <p>SUSAN PENNY <u>784</u> ●</p> <p>(Write-in) ○</p>	<p>FOR TRUSTEE OF THE ROBINSON FUND</p> <p>Seven Year Term Vote for not more than ONE</p> <p>KATHERINE B. MILLER <u>67</u> ●</p> <p>LANGDON PLUMER <u>559</u> ○</p> <p>(Write-in) ○</p>
<p>FOR SELECTMEN</p> <p>Three Year Term Vote for not more than TWO</p> <p>KATHY CORSON <u>895</u> ●</p> <p>KELLY J. BERGERON <u>568</u> ○</p> <p>PAUL APPLE FLYNN <u>582</u> ○</p> <p>ANNE L. SURMAN <u>757</u> ●</p> <p>(Write-in) ○</p> <p>(Write-in) ○</p>	<p>FOR TRUSTEES OF THE LIBRARY</p> <p>Three Year Term Vote for not more than THREE</p> <p>STEPHANIE CANTY <u>679</u> ●</p> <p>LISA CHILDS-WILSON <u>718</u> ●</p> <p>SHERRY KOSTENBADER <u>491</u> ○</p> <p>ROBIN LENT <u>377</u> ○</p> <p>JAMES PESCHEL <u>494</u> ●</p> <p>(Write-in) ○</p> <p>(Write-in) ○</p> <p>(Write-in) ○</p>	<p>FOR TRUSTEE OF THE SWASEY PARKWAY</p> <p>Three Year Term Vote for not more than ONE</p> <p>FLORENCE RUFFNER <u>670</u> ●</p> <p>JOSEPH MIKULSKY <u>552</u> ○</p> <p>ESTHER OLSON-MURPHY <u>149</u> ○</p> <p>(Write-in) ○</p>
<p>FOR TOWN CLERK</p> <p>Three Year Term Vote for not more than ONE</p> <p>ANDREA J. KOHLER <u>1270</u> ●</p> <p>(Write-in) ○</p>		<p>FOR TRUSTEE OF TRUST FUNDS</p> <p>Three Year Term Vote for not more than ONE</p> <p>KATHLEEN MACDOUGALL <u>1167</u> ●</p> <p>(Write-in) ○</p>

ARTICLES

<p>Article 2 Zoning Amendment #1: Are you in favor of the adoption of Amendment #1 as proposed by the Planning Board for the town zoning ordinance, as follows: to allow accessory dwelling units as a Special Exception in the R-4 Multi-Family Residential Zoning District and to allow accessory dwelling units to be a minimum of seven hundred and fifty (750) square feet as required by the new state law that will become effective June 1, 2017 and to allow accessory dwelling units in all districts where they are currently allowed to be up to a maximum of nine hundred (900) square feet or 1/3 of the finished floor area, whichever is less?</p>	<p>1091 YES ● NO ○ 370</p>
<p>Article 3 Zoning Amendment #2: Are you in favor of the adoption of Amendment #2 as proposed by the Planning Board for the town zoning ordinance, as follows: to require that all newly created building lots have frontage (a) on a public road or (b) shown on a subdivision plan approved by the Planning Board and constructed to Town specifications and for which surety has been posted to guarantee construction of all improvements required by the Planning Board? The minimum frontage required for all newly created building lots shall be the same as the minimum lot width required in the zoning ordinance.</p>	<p>1137 YES ● NO ○ 335</p>
<p>Article 4 Zoning Amendment #3: Are you in favor of the adoption of Amendment #3 as proposed by the Planning Board for the town zoning ordinance, as follows: Deleting Section 6.8.3 of the zoning ordinance that requires an eighty-five (85) foot building setback and a seventy-five (75) foot parking setback in the commercial area of Epping Road between Industrial Drive and NH Route 101 and allowing the existing setback of fifty (50) feet set forth in Table 4.4 Schedule III of the zoning ordinance to control?</p>	<p>1034 YES ● NO ○ 431</p>

TURN BALLOT OVER AND CONTINUE VOTING

ARTICLES CONTINUED

Article 5

Shall the Town vote to raise and appropriate the sum of two million eight hundred two thousand dollars (\$2,802,000) for the design and construction of road, sidewalk, streetscape, drainage, stormwater management, water and sewer improvements on Lincoln Street, Tremont Street, and Daniel Street, and to authorize the issuance of not more than \$2,802,000 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. Debt service will be paid from the general fund (\$1,702,000), the sewer fund (\$932,000) and the water fund (\$168,000). (3/5 ballot vote required for approval.) Recommended by the Board of Selectmen 5-0.

1121
 YES
 NO
 428

Article 6

Shall the Town vote to raise and appropriate the sum of one million five hundred thousand dollars (\$1,500,000) for the design and construction of drinking water system improvements to decrease the formation of trihalomethanes (THM's) and to authorize the issuance of not more than \$1,500,000 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. Debt service will be paid from the water fund. (3/5 ballot vote required for approval.) Recommended by the Board of Selectmen 5-0.

1299
 YES
 NO
 264

Article 7

Shall the Town vote to raise and appropriate the sum of one million three hundred eighty one thousand dollars (\$1,381,000) for the replacement of culverts and associated bridge reconstruction work on Court Street at Little River and to authorize the issuance of not more than \$1,381,000 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. Debt service will be paid from the general fund (\$1,336,000) and the water fund (\$45,000) (3/5 ballot vote required for approval.) Recommended by the Board of Selectmen 5-0.

1107
 YES
 NO
 413

Article 8

To choose all other necessary Town Officers, Auditors or Committees for the ensuing year. **BUDGET RECOMMENDATIONS COMMITTEE:** Pat Ballantyne, Nancy Belanger, Len Benjamin, Rob Ficara, Nicholas Gray, Fran Hall, Bob Kelly, Peter Lennon, Niko Papakonstantis, Steve Ramsey, Judy Rowan, Christine Soutter **FENCE VIEWER:** Doug Eastman; **MEASURER OF WOOD & BARK:** Doug Eastman; **WEIGHER:** Jay Perkins

1215
 YES
 NO
 193

Article 9

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 \$18,137,426. Should this article be defeated, the default budget shall be \$17,908,273 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) Recommended by the Board of Selectmen 3-2.

903
 YES
 NO
 597

Article 10

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 \$3,308,733. Should this article be defeated, the water default budget shall be \$3,254,972 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) Recommended by the Board of Selectmen 5-0.

1189
 YES
 NO
 347

Article 11

Shall the Town of Exeter raise and appropriate as a sewer operating budget, not including appropriation by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein, totaling \$2,383,661. Should this article be defeated, the default budget shall be \$2,350,970 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) Recommended by the Board of Selectmen 5-0.

1174
 YES
 NO
 356

Article 12

Shall the Town will vote to approve the cost items included in the collective bargaining agreement reached between the Board of Selectmen and the SEIU (Service Employees International Union) Local 1984 for FY17 and FY18 which calls for the following salaries and benefits at the current staffing levels:

Year	Estimated Salary/Benefits Increase		
	General Fund	Water Fund	Sewer Fund
FY17	\$13,730	\$10,502	\$10,024
FY18	\$36,093	\$12,516	\$9,781

1143
 YES
 NO
 371

And further, to raise and appropriate the sum of thirty-four thousand two hundred fifty six dollars (\$34,256) for the 2017 fiscal year, such sum representing the additional costs attributable to the increase in salaries and benefits over those of the appropriation at current staffing levels. (Majority vote required) Recommended by the Board of Selectmen 5-0.

GO TO NEXT BALLOT AND CONTINUE VOTING



OFFICIAL BALLOT
ANNUAL TOWN ELECTION
EXETER, NEW HAMPSHIRE
MARCH 14, 2017

Andrea J. Kohler
TOWN CLERK

ARTICLES CONTINUED

Article 13

Shall the Town vote to approve the cost items included in the collective bargaining agreement reached between the Board of Selectmen and the Exeter New England Police Benevolent Association for FY17 which calls for the following salaries and benefits at the current staffing levels:

Year	Estimated Salary/Benefits Increase
FY17	\$7,879

1197

YES

NO

351

And further, to raise and appropriate the sum of seven thousand eight hundred seventy-nine dollars (\$7,879) for the 2017 fiscal year, such sum representing the additional costs attributable to the increase in salaries and benefits over those of the appropriation at current staffing levels. (Majority vote required) Recommended by the Board of Selectmen 5-0.

Article 14

Shall the Town vote to raise and appropriate the sum of five hundred forty one thousand two hundred sixty one dollars (\$541,261) for the purpose of constructing sidewalks on a portion of Epping Road, a portion of Spring Street, and Winter Street, with \$108,252 coming from general taxation as a grant match; with the remaining \$433,009 to be funded through a NHDOT grant; furthermore, to authorize the Board of Selectmen to accept any state, federal and other grants and gifts related to the project. This article will not become effective unless the NHDOT grant is awarded to the Town. This will be a non-lapsing appropriation per RSA 32:7, VI and will not lapse until the project is completed or December 31, 2020, whichever is later. (Majority vote required) Recommended by the Board of Selectmen 5-0.

1174

YES

NO

397

Article 15

Shall the Town vote to amend Article 19 of the 2015 Town Meeting which raised funds for the Kingston Road Improvements, to extend the expiration date of the appropriation per RSA 32:7, VI from December 31, 2017 to December 31, 2020, or until the project is complete, whichever is sooner. (Majority vote required) Recommended by the Board of Selectmen 5-0.

1186

YES

NO

357

Article 16

Shall the Town vote to amend Article 19 of the 2015 Town Meeting which raised funds for the Kingston Road Improvements, and to raise and appropriate an additional three hundred five thousand dollars (\$305,000) for the purpose of constructing sidewalks on a portion of Kingston Road in addition to widened shoulders (bike paths) on Kingston Road, with \$185,000 raised by taxation, with the remaining \$120,000 to be funded through approved NHDOT grant funds. This Article will not become effective unless Article 15 is approved. (Majority vote required) Recommended by the Board of Selectmen 5-0.

1102

YES

NO

453

Article 17

Shall the Town vote to raise and appropriate via special warrant article the sum of one hundred thirty thousand dollars (\$130,000) for the purpose of replacing the current Town Hall staircase in the rear interior of the building with a code compliant fire rated staircase to meet applicable building, fire and life safety codes. (Majority vote required) Recommended by the Board of Selectmen 3-2.

957

YES

NO

584

Article 18

Shall the Town vote to raise and appropriate via special warrant article the sum of sixty eight thousand dollars (\$68,000) for the purpose of designing a replacement water line on Washington Street from Front Street to Brentwood Road. This sum to come from water fees. (Majority vote required) Recommended by the Board of Selectmen 5-0.

1205

YES

NO

345

Article 19

Shall the Town vote to raise and appropriate the sum of fifty thousand dollars (\$50,000) to be added to the Sick Leave Expendable Trust Fund previously established. This sum to come from general fund surplus. (Majority vote required) Recommended by the Board of Selectmen 5-0.

1019

YES

NO

508

Article 20

Shall the Town 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) Recommended by the Board of Selectmen 5-0.

1210

YES

NO

342

TURN BALLOT OVER AND CONTINUE VOTING

ARTICLES CONTINUED

Article 21

Shall the Town vote to authorize the Board of Selectmen to enter into a 5-year lease/purchase agreement for \$168,970 for the purpose of lease/purchasing a dump truck for the Exeter Highway Department to replace a 2004 dump truck, and to raise and appropriate the sum of thirty-three thousand seven hundred ninety four dollars (\$33,794), which represents the first of 5 annual payments for that purpose. This lease/purchase will contain an escape (non-appropriation) clause. (Majority vote required) Recommended by the Board of Selectmen 5-0.

1119
YES
NO
356

Article 22

Shall the Town vote to authorize the Board of Selectmen to enter into a 5-year lease/purchase agreement for \$137,720 for the purpose of lease/purchasing a backhoe replacement for the Exeter Highway Department to replace a 2004 backhoe, and to raise and appropriate the sum of twenty seven thousand five hundred forty four dollars (\$27,544), which represents the first of 5 annual payments for that purpose. This lease/purchase will contain an escape (non-appropriation) clause. (Majority vote required) Recommended by the Board of Selectmen 5-0.

1087
YES
NO
386

Article 23

Shall the Town name the Board of Selectmen as Cemetery Trustees pursuant to RSA 289:6 for cemeteries not under the care and custody of the Exeter Cemetery Association. (Majority vote required) Recommended by the Board of Selectmen 5-0.

1260
YES
NO
182

Article 24

On petition of Paul Royal and other registered voters of the Town of Exeter NH to see if the Town will vote to authorize and direct the Board of Selectmen to eliminate section 102.2 of Chapter 1 of the Town Ordinances "Winter Parking Ban" and further eliminate the words "Winter parking ban is December 1 through March 15 each year" in section 101.3 of Chapter 1 of the Town Ordinances. The intent of this article is to eliminate the current winter parking plan and replace it with a requirement for town officials to declare a "Snow Emergency" between certain evening hours in order to ban parking within any public R-O-W when a weather forecast indicates that a storm sufficient to require DPW storm cleanup or storm preparation is likely. We, the undersigned, are concerned citizens who urge our leaders to act well prior to November 1, 2017 in order to address any issues related to the transition and allow time to inform the citizenry of Exeter as to any change to the current ordinance.

854
YES
NO
602

YOU HAVE NOW COMPLETED VOTING



TOWN OF EXETER

Planning and Building Department

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

www.exeternh.gov

Date: March 21, 2017
To: Russ Dean, Town Manager
From: Dave Sharples, Town Planner
Re: Transportation Alternatives Program (TAP)

I am writing this memorandum in response to your request for an anticipated timeline for the recently approved TAP project that will construct sidewalks on portions of Winter St, Spring St, and Epping Road. There are numerous steps involved in this process as set forth in the Local Public Agency Manual which require review and approval from several state agencies. In the timeline below, I do not list every step but provide a more general list of the major tasks involved in the process. The approximate timeline is as follows:

May-June 2017 – Governor & Council approve the funding for the program;

June - October 2017 – Town issues Request for Qualifications (RFQ), interviews respondents, and signs a contract with chosen consultant;

October 2017 – May 2018 – Conduct/complete survey, right-of-way, project design, public meetings, and NEPA process;

May - August 2018 – Prepare bid documents, issue bid for construction, select and contract with construction firm;

Here is where the timeline gets a bit tricky. Since I do not expect to get a bid out early in 2018, it may be best to wait until early 2019 to go out to bid for better pricing or to avoid a split season (starting in the fall then shutting down for winter and restarting in spring can increase cost due to two mobilizations). I lay out the two scenarios below:

Scenario 1:

August – November 2018 – Start construction (possibly complete by winter)

Spring 2019 – Complete (if necessary) and close out project.

Scenario 2:

Spring 2019 – Go out to bid then construct project

Summer 2019 - Complete and close out project.

I believe the above timeline represents the best case scenario as there are many issues that could arise to delay the timeline presented.

Thank you.



BOARD OF DIRECTORS

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TREASURER
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HOPKINTON

EXECUTIVE DIRECTOR
JENNIFER GOODMAN

March 2, 2017

Kristen Murphy
Exeter Conservation Commission
10 Front Street
Exeter, NH 03833

Dear Kristen,

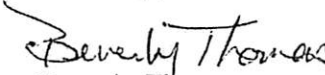
Congratulations on the Exeter Conservation Commission's award of an assessment grant for the Raynes Barn in our first grant round of *52 Barns in 52 Weeks!* The committee has approved your application for a \$250 mini-grant (\$200 from the Alliance + your \$50 match). This grant will provide funds for an expert in the field of barn restoration to assess your structure's needs, offer rough cost estimates for repair, and assist in guiding you in developing a preservation plan for your barn. The consultant will issue a short summary of his findings and recommendations at the conclusion of the site visit.

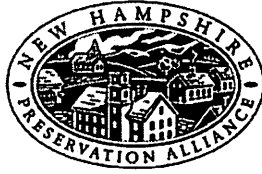
Ian Blackman, Ian Blackman LLC, Restoration & Preservation, will be your consultant. Ian can be reached on his cell at 603-344-5995. I spoke with Ian and informed him that you would be making the initial contact with him. He looks forward to your call. We will need to receive your match before Ian's site visit.

I have enclosed a Letter of Agreement between you and the New Hampshire Preservation Alliance. Please sign this document and return it to me in the enclosed envelope. Also, please forward your match of \$50 at this time, or let me know when I can expect to receive it.

Once again, congratulations! If you have any questions, please contact me at (603) 224-2281, or bt@nhpreservation.org.

Sincerely,


Beverly Thomas
Program Director



Historic Barn Assessment Grant
Letter of Agreement

March 2, 2017

Congratulations on being accepted into our *52 Barns in 52 Weeks* Barn Assessment Grant Program! We have approved your application for a mini-grant and have allocated **\$200** to match your contribution of **\$50**.

Acceptance of this grant is indication of your willingness to conduct your project in conformance with the following conditions:

- **Scope of Work:** An expert in the field of barn restoration will assess your barn's needs, offer rough cost estimates for repair, and assist in guiding you in developing a preservation strategy for your barn. *We encourage you to walk through the structure with the consultant during the assessment.*
- **Consultant Selection:** Ian Blackman, Ian Blackman LLC, Restoration & Preservation, has agreed to conduct your assessment. He can be reached at 603-344-5995. If you wish to change consultants, new approval must be sought from the Alliance.
- A written summary of findings and recommendations will be issued from the consultant at the conclusion of the site visit.
- **Publicity and Acknowledgement of Grant Assistance:** The New Hampshire Preservation Alliance's *52 Barns in 52 Weeks* barn grant program should be acknowledged in any printed material and publicity releases.
- **Reporting:** Within one month of the report's completion, send us a brief letter outlining the use of the grant, your plans for the barn and your impressions of the Historic Barn Assessment Grant Program.

Please return your **\$50** contribution with a signed, original copy of this agreement letter. The second copy is for your files. Please note that the Preservation Alliance pays the consultant upon its acceptance of the written report. *Contact Beverly Thomas, 224-2281 or bt@nhpreservation.org, if you have any questions.* We are pleased to assist you with your barn project and hope that this grant is valuable in your efforts.



Historic Barn Assessment Grant Agreement cont.

Date: _____
Beverly Thomas, Program Director
New Hampshire Preservation Alliance

Date: _____
Authorized Signature of Town of Exeter/Exeter Conservation Commission Representative

Print Name

List for Selectmen's meeting March 27, 2017

Veteran's Credit

Map/Lot	Location	Amount
103/13/28	28 Donna Dr	Denied
80/6/28	9 Liberty Lane	Denied

Veteran's Disability Credit

Map/Lot	Location	Amount
70/119/1	179 High Street	2,000.00

Abatement

Map/Lot	Location	Amount
73/259	103 Front St	544.00
73/259	103 Front St	558.91

Elderly Exemption

Map/Lot	Location	Exemption
80/6/24	1 Liberty Lane	236,251
104/79/220	220 Robinhood Dr	152,251
104/79/605	605 Canterbury Dr	183,751

Disability Exemption

Map/Lot	Location	Exemption
87/14/17A	17 First St	125,000



Application for Use of Town Facility

Forms submitted to: Town of Exeter, 10 Front Street, Exeter, NH 03833
Fax #: 603-777-1514 email: sriffle@exeternh.gov

Use Request: Town Hall (Main Floor) Bandstand Parking - # Spaces _____ Location _____
Small room + lobby

Signboard Request: Poster Board Week: _____ Plywood Board Week: *May 28 - June 3rd, 2017*

Representative:

Name: *Martha Kirsch* Address: *13 Webster Ave*
Town/State/Zip: *Exeter, NH 03833* Phone: *772-9334*
Email: *marty1950@comcast.net*

Organization:

Name: *Exeter Area GFWC* Address: *P.O. Box 24*
Town/State/Zip: *Exeter, NH 03833* Phone: *M. Kirsch 772-9334*

Reservation Details:

Type of Event/Meeting: *Book Sale / Bake Sale / yard sale* Date: *June 3, 2017*
Times of Event: *8 - 12 PM* Times needed for set-up/clean-up: *6/2 8AM-6 PM*
of tables: *0* # of chairs: *6* Will food/beverages be served? Yes No
**Bake goods for sale only in lobby area*
Tech/ AV Services Needed: Yes No Details _____

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 \$125 per day. A rental fee waiver may be requested in writing.

Tech/AV Services: There is a fee of \$80 an hour for any Tech/AV services needed. Services must be arranged in advance. Email aswanson@exeternh.gov to coordinate.

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: *Martha R. Kirsch* Date: *3/17/17*

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

Office Use Only:

Liability Insurance: On file In-process Fee: Paid Non-profit fee waiver requested



The State of New Hampshire
Department of Environmental Services



Clark B. Freise, Assistant Commissioner

The Town of Exeter, New Hampshire
Attn: Russell Dean, Town Manager
10 Front Street
Exeter, NH 03833

Re: Public Works/Water Treatment Plant
13 Newfields Road, Exeter, NH
PWS #0801010

**ADMINISTRATIVE ORDER
BY CONSENT**

NO. 17-004 WD

A. INTRODUCTION

This Administrative Order by Consent is issued by the Department of Environmental Services, Water Division to, and with the consent of, the Town of Exeter, New Hampshire under the authority of RSA 485:58. This Administrative Order by Consent is effective upon signature by the parties.

B. PARTIES

1. The Department of Environmental Services, Water Division (“DES”), is a duly-constituted administrative agency of the State of New Hampshire, having its principal office at 29 Hazen Drive in Concord, New Hampshire.
2. The Town of Exeter, New Hampshire is a duly-constituted municipality of the State of New Hampshire having a mailing address of 10 Front Street, Exeter, NH 03833.

C. STATEMENTS OF FACTS AND LAW

1. RSA 485 authorizes the Department of Environmental Services (“DES”) to regulate public water supplies. The Commissioner of DES adopted NH CODE ADMIN. RULES Env-Dw 100 *et seq.* (the “Drinking Water Rules”) to implement this program, in accordance with RSA 485:3.
2. RSA 485:1-a, I, and Env-Dw 103.11, define “community water system” to mean “a public water system which serves at least 15 service connections used by year-round residents or regularly serves at least 25 year-round residents.”
3. Exeter owns and operates a municipal water system that serves approximately 3,500 service connections used by an estimated population of 11,000 residents of Exeter, New Hampshire (the “Water System”).
4. The Water System is a community water system as defined in RSA 485:1-a, I, and Env-Dw 103.11.

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • TDD Access: Relay NH 1-800-735-2964

5. According to DES records, Jennifer Perry, P. E. is the Director of Public Works for the Town of Exeter. Ms. Perry is the primary point of contact for the Water System. Paul Roy is the certified operator for the Water System.
6. Exeter draws source water for the Water System from four groundwater wells, the Exeter River, and Dearborn Brook.
7. Env-Dw 103.56 defines “surface water” to mean “water that is open to the atmosphere and subject to surface runoff.”
8. Exeter River and Dearborn Brook are surface waters as defined by Env-Dw 103.56.
9. Env-Dw 716.04 requires any community water system having a surface water source to disinfect the water per requirements set forth in Title 40 of the Code of Federal Regulations (“40 CFR”) sections 141.70 through 141.73 of Subpart H – *Filtration and Disinfection* to ensure that any pathogenic organisms are inactivated.
10. Exeter uses hypochlorination treatment to chemically disinfect the source water and provide bacteriological protection to the consumers.
11. Env-Dw 715.06(a) requires a community water system that adds a chemical disinfectant to its water in any part of the treatment process to comply with the sampling and monitoring requirements set forth in 40 CFR sections 141.132 and 141.133 – Subpart L – *Disinfectant Residuals, Disinfection Byproducts, and Disinfection Byproduct Precursors*.
12. According to 40 CFR 141.132(b)(1), the owner of a community water system using a surface water source and serving at least 10,000 persons is required to collect four samples per quarter for Total Trihalomethanes (“TTHMs”) testing. TTHMs is a potentially-harmful disinfection byproduct (“DBP”) formed when sodium hypochlorite reacts with natural organic and inorganic matter in drinking water.
13. Env-Dw 705.03(c) sets the maximum contaminant level (“MCL”) for TTHMs in drinking water at 0.080 milligram/Liter (“mg/L”).
14. 40 CFR 141.205 includes the following language regarding possible health effects associated with consumption of TTHMs: “Some people who drink water containing trihalomethanes in excess of the MCL over many years may experience problems with their liver, kidneys, or central nervous system, and may have an increased risk of getting cancer.”
15. Env-Dw 715.10(a) requires an owner of a community water system that uses a primary or residual disinfectant other than ultraviolet light or delivers water that has been treated with a primary or residual disinfectant other than ultraviolet light to comply with the Stage 2 DBP requirements of 40 CFR 141.620 through 141.629 – Subpart V - *Stage 2 Disinfection Byproducts Requirements*.
16. 40 CFR 141.620(c)(4) set a deadline for community water systems serving 10,000-49,999 persons to comply with Stage 2 DBP requirements by October 1, 2013.
17. 40 CFR 141.621(a)(2) requires the owner of a water system to monitor for DBPs on a quarterly frequency should the source water type be a surface water and the population size range

from 10,000-49,999 persons. Such water systems are required to take individual TTHM samples at the locations with the highest TTHM concentrations.

18. According to 40 CFR 141.620(d)(1), for systems required to monitor quarterly, compliance with the TTHM MCLs is determined by calculating the *locational running annual average* (“LRAA”) for TTHM using monitoring results collected under Stage 2 DBP requirements and determining that each LRAA does not exceed the MCL.

19. 40 CFR 141.2 defines LRAA to mean “the average of sample analytical results for samples taken at a particular monitoring location during the previous four calendar quarters.”

20. According to 40 CFR 141.620(c)(7), if a community water system is required to conduct quarterly monitoring, compliance calculations must be made at the end of the fourth calendar quarter that follows the compliance date and at the end of each subsequent quarter (or earlier if the LRAA calculated based on fewer than four quarters of data would cause the MCL to be exceeded regardless of the monitoring results of subsequent quarters).

21. 40 CFR 141.629(a)(1) requires the owner of a water system to report the following information for each monitoring location [to DES] within 10 days of the end of any quarter in which monitoring is required:

- a. Number of samples taken during the last quarter;
- b. Date and results of each sample taken during the last quarter; and,
- c. Arithmetic average of quarterly results for the last four quarters for each monitoring location (LRAA), beginning at the end of the fourth calendar quarter that follows the compliance date and at the end of each subsequent quarter.

22. Env-Dw 801.08 requires the owner of a community water system that violates an MCL specified in Env-Dw 700 to provide public notice of the violation to persons served by the water system within 30 days of learning of the violation, and to submit certification of such public notice to DES within 10 days of providing public notice.

23. The TTHM LRAA for the Water System exceeded the MCL in Q3-2014 and as a result, DES issued an NOV to Exeter on November 25, 2014. In the NOV, DES listed the TTHM LRAAs of 0.082 mg/L, 0.097 mg/L, and 0.094 mg/L at three of the four monitoring locations for the Water System, and noted the public notice requirement associated with the violation.

24. On December 23, 2014, DES sent e-mail correspondence to Jennifer Perry and Paul Roy reminding them that the Water System was out of compliance with state and federal drinking water requirements. In its e-mail, DES offered technical assistance to return the Water System to compliance.

25. Exeter failed to submit proof of public notice to DES for the Q3-2014 TTHM MCL violation and as a result, DES issued an NOV to Exeter on January 7, 2015.

26. On January 9, 2015, DES received proof of public notice for the Q3-2014 TTHM MCL violation.

27. The TTHM LRAA for the Water System exceeded the MCL in Q4-2014 and as a result, DES issued an NOV to Exeter on February 4, 2015. In the NOV, DES listed the TTHM LRAAs of 0.096 mg/L and 0.091 mg/L at two of the four monitoring locations for the Water System, and noted the public notice requirement associated with the violation.

28. On February 4, 2015, DES received proof of public notice for the Q4-2014 TTHM MCL violation.

29. The TTHM LRAA for the Water System exceeded the MCL in Q1-2015. The TTHM LRAA for the Water System also exceeded the MCL in Q2-2015. As a result, DES issued two NOV's to Exeter on June 3, 2015. In the first NOV, DES listed the Q1-2015 TTHM LRAAs of 0.084 mg/L, 0.102 mg/L, and 0.093 mg/L at three of the four monitoring locations for the Water System. In the second NOV, DES listed the Q2-2015 TTHM LRAAs of 0.087 mg/L, 0.082 mg/L, 0.104 mg/L, and 0.096 mg/L at four of the four monitoring locations for the Water System. In each NOV DES noted the public notice requirement associated with the respective violation.

30. On June 30, 2015, DES received proof of public notice for the Q1-2015, and Q2-2015, TTHM MCL violations.

31. On August 3, 2015, DES staff met with representatives of Exeter and its consultant, Weston & Sampson. The purpose of the meeting was to discuss how to resolve the ongoing TTHM MCL violations within the Water System. Verbal proposals included, among others, a better blending of water from the multiple sources, pH adjustment, and chlorine dosage.

32. On August 6, 2015, DES issued LOD No. DWGB 15-024 via certified mail to Exeter. In LOD #DWGB 15-024, DES cited the TTHM LRAAs of Q3-2014 through Q2-2015, quarters inclusive, each of which exceeded the TTHM MCL of 0.080 mg/L. LOD #DWGB 15-024 also served as the formal notice of violation for exceeding the TTHM MCL for Q3-2015. In LOD #DWGB 15-024, DES listed the Q3-2015 TTHM LRAAs of 0.095 mg/L, 0.099 mg/L, and 0.093 mg/L at three of the four monitoring locations for the Water System. DES requested that Exeter provide proof of public notice of the Q3-2015 TTHM MCL violation to DES by September 15, 2015; and, submit a report proposing a solution to the water quality violations in the Water System by October 5, 2015.

33. On August 21, 2015, DES received the United States Postal Service return receipt confirming delivery of LOD #DWGB 15-024 to Exeter. The receipt was signed by Trisha Allen. On August 21, 2015, DES also received proof of public notice for the Q3-2015 TTHM MCL violation.

34. On October 5, 2015, DES received a report prepared for Exeter by Weston & Sampson which included steps to resolve the DBP exceedances of the Water System. In the report, the consultants proposed the following steps:

- a. Maximize the groundwater sources to provide a majority of the Town of Exeter's water demands; TTHM levels should decrease if less surface water is used;
- b. Lower the process flow rate through the surface water treatment plant;
- c. Conduct a series of jar tests with a focus on optimizing potassium permanganate;
- d. Monitor the settle solids level in the pre-oxidation basin;
- e. Use the jar testing results to optimize the chemical feed;

- f. Conduct a series of jar tests to determine if adjusting the powder activated carbon dose would improve organic removal;
- g. Eliminate the use of pre-chlorination;
- h. Dechlorinate the recycle water prior to returning it to the headworks of the surface water treatment plant;
- i. Monitor the Skinner Springs (groundwater) source for total organic carbon and consider moving the feed point to the headworks of the surface water treatment plant;
- j. Install a mixing system in the Epping Road Tower storage tank;
- k. Due to cost, in-take aeration within the clearwell should be considered after the chemical feed optimization efforts have been exhausted;
- l. Add chloramines; and,
- m. Maximize/expand water storage tank operational range to encourage mixing thus discouraging stratification and aged water.

35. Also in the report, the consultants proposed the following schedule for system improvements:

- a. Complete jar testing by summer 2016;
- b. Implement any chemical feed modifications by 2016;
- c. Lower the process flow rate by summer 2016;
- d. Assess the need for in-tank clearwell aeration by winter 2016;
- e. If an in-tank clearwell aerator is needed, design the aerator by winter 2017; and,
- f. Install clearwell aerator by fall 2017.

36. On December 2, 2015, DES staff met with representatives of Exeter and Weston & Sampson. The purpose of the meeting was to discuss how to resolve the ongoing TTHM MCL violations. Topics of discussion included, among others, maximizing groundwater withdrawals and lessening surface water withdrawals, jar testing, ultra violet disinfection, and distribution improvements. As a result of the meeting Exeter agreed to submit, by January 29, 2016, a final plan to resolve the DBP MCL violations.

37. On December 28, 2015, DES sent e-mail correspondence to Exeter as a reminder that the final plan to resolve the DBP MCL violations was due to DES by January 29, 2016.

38. On December 28, 2015, DES received a response from an Exeter representative confirming that they were working on the plan. In the e-mail, the representative stated that Exeter purchased an ultraviolet analyzer/spectrophotometer to assist with water quality monitoring for organic matter.

39. The TTHM LRAA for the Water System exceeded the MCL in Q4-2015. The TTHM LRAA for the Water System exceeded the MCL in Q1-2016. As a result, DES issued two NOV's to Exeter on January 27, 2016. In the first NOV, DES listed the Q4-2015 TTHM LRAAs of 0.097 mg/L, 0.118 mg/L, and 0.097 mg/L at three of the four monitoring locations for the Water System. In the second NOV, DES listed the Q1-2016 TTHM LRAAs of 0.098 mg/L, 0.117 mg/L, and 0.098

mg/L at three of the four monitoring locations for the Water System. In each NOV DES noted the public notice requirement associated with the respective violation.

40. On January 29, 2016, DES received a report from Exeter. In its report, Exeter proposed the following tasks and deadlines to resolve the DBP exceedances of the Water system:

Task 1: Take the Surface Water Treatment Plant Off-line for Upgrades (February 2016 – Mid-April 2016);

Task 2: Conduct Surface Water Treatment Plant On-line Piloting (Mid-April 2016 – Mid-October 2016);

Task 3: Assess Results of On-line Piloting (End of October 2016); and,

Task 4: Distribution System TTHM Reduction/Optimization (June 2016).

41. On February 26, 2016, DES received proof of public notice for the Q4-2015, and Q1-2016, TTHM MCL violations.

42. On March 31, 2016, DES approved the actions proposed by Exeter in its report dated January 29, 2016. In its approval, DES clarified that the surface water treatment plant would not be completely off-line, but instead work at a reduced capacity; and, that the on-line pilot testing of the plant would be conducted during the day shift only.

43. On April 20, 2016, DES received a progress report from Exeter to resolve the DBP exceedances in the Water System. In its report, Exeter reported that it had contracted Aquagenics, Inc. to provide services for the investigation and control of TTHM production in its drinking water. Exeter also reported that the surface water treatment plant was working at a reduced capacity while upgrades to the system were accomplished. In the progress report, Exeter further proposed to:

a. Conduct jar testing;

b. Evaluate locations for enhanced chemical mixing;

c. Evaluate changes in TTHM with regard to pH changes;

d. Investigate the cost-effectiveness of aeration within the water storage tanks to reduce TTHMs; and,

e. Investigate the feasibility of using the existing filter backwash waste basins to reduce THMS.

44. The TTHM LRAA for the Water System exceeded the MCL in Q2-2016 and as a result, DES issued an NOV to Exeter on May 3, 2016. In the NOV, DES listed the TTHM LRAAs of 0.100 mg/L, 0.114 mg/L, and 0.095 mg/L at three of the four monitoring locations for the Water System, and noted the public notice requirement associated with the violation.

45. On June 6, 2016, DES received proof of public notice for the Q2-2016 TTHM MCL violation.

46. On July 18, 2016, DES received jar testing results from Exeter. According to the results, it appeared that enhanced coagulation reduced the amount of TTHM produced compared to the existing practices used at the surface water treatment plant.

47. On July 27, 2016, DES staff met with representatives of Exeter and Aquagenics. The purpose of the meeting was to discuss how to resolve the ongoing TTHM MCL violations. Topics of discussion included, among others, aeration, jar testing results, and well production volumes.

48. The TTHM LRAA for the Water System exceeded the MCL in Q3-2016 and as a result, DES issued an NOV to Exeter on July 29, 2016. In the NOV, DES listed the TTHM LRAAs of 0.086 mg/L, 0.081 mg/L, 0.115 mg/L, and 0.082 mg/L at all four monitoring locations for the Water System, and noted the public notice requirement associated with the violation.

49. On August 1, 2016, DES received a report from Aquagenics on behalf of Exeter. In its report, the consultant proposed the following steps to resolve the DBP exceedances within the Water system:

- a. Implement enhanced coagulation chemistry;
- b. Optimize the applied hypochlorite and sodium hydroxide additions;
- c. Discontinue the practice of recycling filter backwash; and,
- d. Increase the potassium permanganate contact time to improve manganese removal.

50. On August 24, 2016, DES sent e-mail correspondence to Jennifer Perry and Paul Roy reminding them that the Water System was out of compliance with state and federal drinking water requirements. In its e-mail, DES offered technical assistance to return the Water System to compliance.

51. On August 25, 2016, DES received proof of public notice for the Q3-2016 TTHM MCL violation.

52. On September 2, 2016, DES received a permit application from Exeter. In its application, Exeter proposed the installation of an active ventilation system within the water storage tank located on Epping Road serving the Water System. The purpose of aerating the tank was to lessen the concentration of DBPs in the water.

53. On September 6, 2016, DES approved the proposed active ventilation system for the storage tank.

54. On September 8, 2016, DES staff called representatives of Exeter. The purpose of the phone call was to discuss how to resolve the ongoing TTHM MCL violations. Topics of discussion included, among others, aeration of the tanks and at the clearwell, and chloramines.

55. The TTHM LRAA for the Water System exceeded the MCL in Q4-2016 and as a result, DES issued an NOV to Exeter on November 7, 2016. In the NOV, DES listed the TTHM LRAAs of 0.089 mg/L, 0.087 mg/L, and 0.093 mg/L at three of the four monitoring locations for the Water System, and noted the public notice requirement associated with the violation.

56. On November 8, 2016, DES staff met with representatives of Exeter and Aquagenics. The purpose of the meeting was to discuss how to resolve the ongoing TTHM MCL violations. Topics of discussion included, among others, increased levels of total organic carbon in the seasonal raw water, pH coagulation, permanganate addition, current improvements, and distribution improvements.

57. On November 30, 2016, DES received proof of public notice for the Q4-2016 TTHM MCL violation.

58. On December 6, 2016, DES staff met with representatives of Exeter, Aquagenics, and Suez/PAX Water Technology – specialists in aeration and mixing. The purpose of the meeting was to discuss how to resolve the ongoing TTHM MCL violations within the Water System. Topics of discussion included, among others, aeration of the distribution system, chloramines, and proposed time frames for construction and compliance. DES approved the report submitted by Aquagenics, on behalf of Exeter, on August 1, 2016, entitled “TTHM Production and Control Investigation.”

59. On December 13, 2016, DES received e-mail correspondence from Exeter. In the e-mail, Exeter informed DES that both surface water treatment plant and the groundwater treatment plant serving the Water System would be shut off each night to encourage a higher turnover rate within the distribution system. Increasing the turnover rate in the distribution system may decrease the TTHM levels in the Water System. DES agreed with the proposal.

60. The TTHM LRAA for the Water System exceeded the MCL in Q1-2017 and as a result, DES issued an NOV to Exeter on January 25, 2017. In the NOV, DES listed the TTHM LRAAs of 0.089 mg/L, 0.087 mg/L, and 0.087 mg/L at three of the four monitoring locations for the Water System, and noted the public notice requirement associated with the violation.

61. On February 13, 2017, DES received proof of public notice for the Q1-2017 TTHM MCL violation.

D. DETERMINATION OF VIOLATIONS

1. The Town of Exeter exceeded the MCL for TTHMs in drinking water established in Env-Dw 705.03(c) during each of the calendar quarters of Q3-2014 through Q1-2017, quarters inclusive.
2. The Town of Exeter violated Env-Dw 801.08 by failing to submit proof of public notice to DES for the Q3-2014 TTHM MCL violation within 40 days of receiving notice of the violation from DES.

E. ORDER

Based on the above findings, DES hereby orders the Town of Exeter, and Exeter agrees, to undertake and complete the following actions in accordance with the time schedules specified:

1. **By April 30, 2017**, Exeter shall perform desktop evaluations of additional treatment alternatives at the surface water treatment plant such as aeration and/or chloramination and submit a report of its findings and recommended follow-up actions to DES.
2. **By May 31, 2017**, Exeter shall implement all improved and enhanced treatment and operational improvements to the Water System, approved by DES through December 13, 2016. Exeter shall also notify DES of all improved and enhanced treatment and operational improvements to the Water System implemented by Exeter, **by May 31, 2017**.
3. **By April 15, 2019**, Exeter shall either be in compliance with the Stage 2 DBP requirements; OR, Exeter shall submit to DES, for consideration and approval, a Phase 2 design basis

memorandum, projections of construction costs, and proposed implementation schedules for a new plan to meet the water quality standards.

4. Exeter shall implement any Phase 2 measures in strict accordance with the schedule approved by DES.

5. **From the date of this Order** until all treatment is operational and the Water System is in compliance with the Stage 2 DBP requirements, Exeter shall timely comply with Env-Dw 801.08 by notifying all persons served by the Water System of any MCL violation within 30 days of learning of the violation; and, by submitting to DES proof of public notice within 10 days of performing such public notice.

6. Exeter shall send **all** correspondence, data, reports, and other submissions made in connection with this Administrative Order by Consent to DES as follows:

Eric Sköglund, Enforcement Specialist
DES Water Division, Drinking Water and Groundwater Bureau
P.O. Box 95
Concord, NH 03302-0095
Fax: (603) 271-3490
e-mail: *Eric.Skoglund@des.nh.gov*

F. STIPULATED PENALTIES

Exeter agrees to pay a stipulated penalty of \$2,000, for each month or part thereof, that it is not in compliance with one or more deadlines established in this Administrative Order by Consent. If stipulated penalties become due, payment shall be by certified check made payable to "Treasurer, State of New Hampshire" and mailed to DES Legal Unit, P.O. Box 95, Concord, NH 03302-0095, Attn: *Compliance Attorney*, within 15 days of receipt of notice from DES that payment is required.

G. CONSENT AND WAIVER OF APPEAL

1. By execution of this Administrative Order by Consent, Exeter agrees that this Order shall apply to and be binding upon Exeter, its officials, residents, successors, and assigns; and, agrees that this Administrative Order by Consent may be entered and enforced by a court of competent jurisdiction.

2. By execution of this Administrative Order by Consent, Exeter waives any right to appeal this Administrative Order by Consent provided by statute, rule, or common law, including without limitation the right to appeal to the New Hampshire Water Council, and waives any right to object to the entry and enforcement of this Administrative Order by Consent by a court of competent jurisdiction.

3. By execution of this Administrative Order by Consent, Exeter waives any right to a hearing on or appeal, of the administrative fine(s) specified in this Administrative Order by Consent, provided by statute, rule, or common law, and waives any right to object to the fine(s) in any collection action initiated by DES due to non-payment of the fine(s) by Exeter.

4. Failure to secure funding for the required actions, or failure of a consultant to meet deadlines, in and of themselves, shall not be construed as beyond the control of the Town of Exeter.

The Town of Exeter, New Hampshire

By: Russell Dean, Town Manager
Duly Authorized

Date

NH Department of Environmental Services

Clark B. Freise, Assistant Commissioner

Date

cc: DES Legal Unit

ec: Public Information Officer, DES PIP Office
K. Allen Brooks, Chief, AGO-Environmental Protection Bureau
Eric Sköglund, DES Water Division, Drinking Water and Groundwater Bureau
Jennifer Perry, Director of Public Works, Town of Exeter
Paul Roy, Water System Operator
Exeter Health Officer
USEPA, Region 1



New Hampshire Retirement System
54 Regional Drive, Concord, NH 03301
Phone: (603) 410-3500 - Fax: (603) 410-3501
Website: www.nhrs.org - Email: info@nhrs.org

March 15, 2017

RUSSELL DEAN
TOWN OF EXETER
10 FRONT ST
EXETER NH 03833

Re: GASB Pension Employer Census Audits

Dear Mr. Dean:

We are pleased to announce that our external auditor has finalized the June 30, 2016 GASB 68 Report: Schedule of Employer Allocations and Schedule of Pension Amounts by Employer. Thank you for your assistance with the New Hampshire Retirement System (NHRS) audit of employer-maintained "census data" at the Town of Exeter solely for the purpose of evaluating the sufficiency of that data used by NHRS in its actuarial determinations. As you know, financial reporting standards require this testing be performed for all but the smallest employers on a rotating basis every 10 years to ensure the member and payroll information remitted by employers and maintained by the NHRS is complete and accurate.

The field work performed by NHRS audit staff under the direction of KPMG, the NHRS's outside auditors, has been completed and included:

- Reviewing the process of adding/terminating employees on the employer payroll system/NHRS employer reporting system and communicating any status changes.
- Evaluating and testing the procedures for making the monthly payment of contributions to NHRS. Payments for the months of December 2014 (due January 15, 2015) and May 2015 (due June 15, 2015) were verified.
- Matching retirement system census data, i.e. employee name, pension wages earned for the period, employee hire date, and employee date of birth, to employer human resource records for selected members.

We do not anticipate any additional testing or follow-up at this time.

Again, we thank you for your assistance and if you have any questions or concerns in the future, please do not hesitate to contact me directly at (603) 410-3588 or tamre.mccrea@nhrs.org.

Sincerely,

Tamre McCrea

Employer Audit Manager



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

March 20, 2017

Mr. Joseph Lessard
Mr. Paul McKenney
c/o Town Assessing Office
10 Front Street
Exeter, NH 03833

Re: Review of YMCA data submittal
Determination of YMCA Tax Exemption

Dear Sirs:

I would like to thank you for meeting with Rob McGregor and Rhonda Bernstein the other day to discuss the submittal of the additional charitable purposes information that the YMCA has presented to you and to the Town in support of its charitable property tax exemption application.

We appreciate it that you recognized in this discussion that the YMCA provides substantially more charitable services and goodwill than you were aware of when you first reviewed the YMCA's charitable exemption application. Thank you for offering to come speak with our Board, but we believe the focus needs to continue to stay on the straightforward question of whether the YMCA has demonstrated that it is entitled to a charitable exemption.

We believe the YMCA has conclusively demonstrated that it has satisfied the requirements of NH law with the materials that it has submitted in support of its exemption application and that it is indeed entitled to an exemption. Kindly inform the YMCA at your earliest convenience whether the charitable property tax exemption will be granted.

Very truly yours,

Brendan Power
Chief Volunteer Office, Board of Directors
Southern District YMCA/Camp Lincoln, Inc.

cc: Mr. Russell Dean, Town Manager
Board of Selectmen

**SOUTHERN DISTRICT YMCA
ADMINISTRATIVE OFFICE**

56 Linden Street
Exeter, NH 03833
sdymca.org

EXETER AREA YMCA

56 Linden Street
Exeter, NH 03833
ExeterYMCA.org

YMCA CAMP LINCOLN

67 Ball Road | P.O. Box 729
Kingston, NH 03848
YMCACampLincoln.org

YMCA SCHOOL AGE CHILD CARE

56 Linden Street, Annex
Exeter, NH 03833
sdymca.org

CONTACT US

P 603 642 3361
F 603 642 4340
E info@sdymca.org

Town Manager's Office

MAR 21 2017

Received



March 15, 2017

Dear Local Official,

Enclosed is the 2017 supplement to the 2016 edition of the New Hampshire Municipal Association's (NHMA) informational publication for town and school meeting moderators, entitled *Town Meeting and School Meeting Handbook*. This publication covers topics relevant to both traditional town meeting and official ballot referendum meeting (SB 2).

This supplement contains updates to the 2016 publication, which was provided to you as a benefit of your municipality's membership with the NHMA. Additional copies are available for purchase; please visit our website at www.nhmunicipal.org and click on publications or you are welcome to contact Judy Pearson, at 603.224.7447, ext. 3355 or publications@nhmunicipal.org.

NHMA is committed to providing educational training opportunities and publications to strengthen local government in New Hampshire. Watch for announcements for the spring Local Officials Workshop Series and upcoming webinars. Do you receive NHMA's electronic newsletter *NewsLink*? This biweekly publication is the best way to learn about all things of interest to municipalities. Email newslink@nhmunicipal.org to sign up!

Sincerely,

A handwritten signature in black ink that reads 'Judy A. Silva'. The signature is written in a cursive style with a large initial 'J'.

Judy A. Silva
Executive Director
New Hampshire Municipal Association

Enclosure

2017 Supplement to Town Meeting and School Meeting Handbook
2016-2017 Edition

Add the following new paragraph to Chapter 3, p. 20:

4. Restricting Reconsideration at SB 2 Deliberative Session

In an SB2 deliberative session, an affirmative vote to restrict reconsideration prohibits any further action on the restricted article until the second session, when the article is voted on by ballot. Therefore, SB 2 municipalities do not follow the procedure for taking up the reconsideration at a meeting seven days later as provided in RSA 40:10, II, like in traditional town meeting towns. In other words, a vote to restrict reconsideration in an SB 2 municipality means discussion, deliberation, and amendments to that article has ended.

Add the following paragraph at the end of Section G. Preventing Disorder, p. 20:

In a more recent case, *Baer v. Leach*, Opinion No. 2014 D.N.H 214 (November 24, 2015), Baer, who was attending a school board meeting, was arrested for being disruptive. The U.S. District Court determined that Leach, the arresting officer, was immune from liability. Leach had sufficient reason to believe that his arrest was lawful based on the circumstances. Specifically, Leach had observed Baer disregarding the rules governing the public meeting—namely, that public comment was not a “Question and Answer” session and subsequently by interrupting after his allotted time had ended. Furthermore, when the board chair tried to regain order multiple times to allow others to speak, Baer continued to interrupt, mocking them and stating “why don’t you arrest me?” The chair finally instructed Leach to arrest Baer. These facts demonstrated to Leach that Baer was disrupting the meeting. Although the judge did say that there is no “magic number” of warnings necessary before someone can be removed from a meeting, these facts are instructive and show that multiple attempts to resolve the situation should be made before removal is even considered.

Revise Section V. Option to Display Numeric Tallies, p. 29, as follows:

In either case, the town may authorize this by a vote of town meeting, or if the town has not voted to do so, the governing body (not the budget committee) may take a vote at a public meeting on its own initiative. The “numeric tally” means the total result of the vote on the item, such as “Budget Committee recommends this article by a vote of 9 to 2. The select board does not recommend this article by a vote of 3 to 2.” Unless and until such a vote of town meeting or the governing body has occurred, recommendations should continue to appear without the numeric tally and only with special articles and cost items of collective bargaining agreements. ~~However, at least one superior court judge has determined that a select board does have the authority to place recommendations on non-money articles. *Olson v. Town of Grafton*, Grafton~~

~~Superior Court, Docket No. 215-2015-CV-00057 (March 9, 2015). In *Olson*, the judge sided with the town and decided that RSA 32:5, V-a gives a governing body the authority to insert recommendations after any warrant articles, not just non-budgetary articles. Although this is only a superior court decision, and therefore not binding precedent, it does at least support the position that select boards may include their recommendations on non-money articles. *The New Hampshire Supreme Court has also affirmed the select board's authority to place recommendations on non-money articles, i.e., other separate articles that do not contain appropriations. Olson v. Town of Grafton, 168 N.H. 563 (2016). The Court determined that the language in RSA 32:5, V-a authorizing recommendations on "any warrant articles" was meant to apply to non-money articles as well as money articles.*~~

Add two more paragraphs to Section G.2. Amendments, p. 34:

A superior court judge recently addressed the meaning of "eliminate the subject matter of an article" found in RSA 40:13, IV(c). *Cady v. Town of Deerfield*, Docket #218-2016-CV-133 (Rockingham Cty. Sup. Ct., February 10, 2016). Deerfield had received two petitioned warrant articles that proposed making the positions of welfare director and police chief elected offices with stipulated annual salaries. By amendment at the deliberative session, both articles were revised to state that the town meeting would express the advisory view that both the police chief and welfare director should remain appointed positions with nothing stated about annual salaries.

The judge found that the amendments, though substantial, did not violate RSA 40:13, IV(c). The judge focused on the legislature's choice of the word "eliminate," which demonstrated that the legislature wished only to prohibit amendments that effectively eliminate the subject matter of the original article. Since the warrant article amendments still reflected the same intent of determining how the welfare director and police chief positions are to be filled, those amendments were permitted. **Please note: At the time of this publication, this case has gone on appeal to the New Hampshire Supreme Court, and we are awaiting the Court's decision, which may change the outcome of this case. A summary of the Supreme Court's opinion will be posted on NHMA's website when available.**

Add the following new paragraph to Chapter 5, p. 35:

8. Restricting Reconsideration

In an SB2 deliberative session, an affirmative vote to restrict reconsideration prohibits any further action on the restricted article until the second session, when the article is voted on by ballot. Therefore, SB 2 municipalities do not follow the procedure for taking up the reconsideration at a meeting seven days later as provided in RSA 40:10, II, like in traditional town meeting towns. In other words, a vote to restrict reconsideration in an SB 2 municipality means discussion, deliberation, and amendments to that article has ended.

Revise Section F. Absentee Voting, pp. 39 – 40, as follows:

One of the defining characteristics of any official ballot system is the requirement of provisions for absentee voting, which is governed by RSA 669:26 – :29. Furthermore, RSA 669:26 – :29 state that the same provisions found in RSA Chapter 657 regarding absentee voting in state elections also apply to local elections, except that absentee ballots can be sent to absent uniformed services voters or absent voters temporarily residing outside the United States “as long before election day as is practical.” RSA 669:29. ~~A voter eligible to vote by absentee ballot is a voter who is absent from a town on the day of a town election, who cannot appear in public on election day because of his or her observance of a religious commitment, or who, by reason of physical disability, is unable to vote in person.~~ ***RSA 669:26. Under RSA 669:26, any eligible voter who is absent from such a town on the day of a town election, or who cannot appear in public on election day because of his or her observance of a religious commitment, or who, by reason of physical disability, is unable to vote in person may vote by absentee ballot. A person who is unable to appear at any time during polling hours at his or her polling place because of an employment obligation shall be considered “absent.” For these purposes, the term “employment” includes the care of children and infirm adults, with or without compensation.***

The clerk must prepare the necessary forms and envelopes, which must be similar in form to the requirements in RSA 657:7 and :8. RSA 669:27. The clerk sends the absentee ballot to the voter once the necessary application and certifications are received. RSA 657:15. If the voter fails to provide the necessary certifications, the clerk must follow the procedure set forth in RSA 657:16, which, ~~due to a 2014 legislative amendment, now~~ requires marking of the outer envelope in addition to marking of the application and affidavit with the words “Not Registered.” Sealing of the envelope and completion of the voter affidavit is covered in RSA 657:17, ***which was amended in 2016***, and procedure for recording properly certified absentee ballots is governed by RSA 657:18.

Completed absentee ballots must be delivered to the town, city, or ward clerk no later than 5:00 p.m. on the day of the election. RSA 657:17. Certain family members of an absentee voter—spouse, parent, sibling, or child—may also deliver an absentee ballot to a town or city clerk on behalf of the absentee voter as long as (1) that family member completes a form provided by the secretary of state, which must be maintained by the city or town clerk and (2) the family member presents a government-issued photo identification or has his or her identity verified by the city or town clerk. RSA 657:17. Finally, a voter who has been properly designated as an absentee voter (“A.V.”) is not permitted to vote in person. If such a voter appears in person to vote on election day, the ballot clerk is now required to notify the moderator. RSA 659:55.

Revise the first paragraph of Section I. Electioneering, p. 41, as follows:

No election officer can “electioneer” while performing official duties. “Electioneer” means acting in any way designed to influence a voter’s vote. RSA 659:44. Within the building where the election is being held, no candidate or person campaigning for a candidate can distribute or display any campaign material intended to influence a vote. ***Furthermore, a 2016 amendment to RSA 659:43, I (HB 1503) now also prohibits the wearing at a polling place of any pin, sticker, or article of clothing that is intended to influence the action of any voter within the building***

where the election is being held. The moderator must set up an outdoor area at least 10 feet wide and extending out from the entrance door of the polling place building as far as the moderator deems appropriate where electioneering and distributing campaign literature will be prohibited.
RSA 659:43.



Londonderry Child Passenger Safety Program



A Collaborative Effort of ...
Londonderry Fire Rescue
Londonderry Police Department
New Hampshire Child Passenger Safety Program
And our wonderful volunteers!
WORKING TOGETHER TO KEEP CHILDREN SAFE

103 High Range Road Londonderry, New Hampshire 03053
Child Passenger Safety Hotline: 432-1104 ext. 4623
E-mail: cpslondonderry@comcast.net

A State of New Hampshire Registered Charitable Organization

March 14, 2017
Chief Bill Shupe
Exeter Police Department
20 Court Street
Exeter, NH 03833
Re. Child Passenger Safety Program

Dear Chief Shupe,

I wanted to take this opportunity to thank you for the help your Officers Dan D'Amato and Joe Byron extended to our program on Saturday March 11, 2017 during our monthly Car Seat Inspection Station event. We have seen an increase in requests for this service and Saturday was an exceptionally busy day. Officers D'Amato and Byrone were great to take the ride over and help our volunteers to inspect 10 car seats in a 3 hour time period. Without their help, these clients would have needed to wait even longer to make sure their children were safe.

As an instructor for the program, I would also like to thank you for your support of the Car Seat Safety Program in your community.

In addition, I am proud to report, that with the help of one of our other instructors, Rosemary Smith-Berry, both of your officers were approved for their re-certification requirements.

Thank you again, respectfully,

Vinny Curro
Call Lt. - Londonderry Fire Rescue
Coordinator- Londonderry Child Passenger Safety Program



TOWN OF STRATHAM

Incorporated 1716

10 Bunker Hill Avenue · Stratham, NH 03885

Town Clerk/Tax Collector 603-772-4741

Selectmen's Office/ Administration/ Assessing 603-772-7391

Code Enforcement/ Building Inspections/ Planning 603-772-7391

Fax (All Offices) 603-775-0517

Town Clerk's Office

MAR 23 2017

Received

**PUBLIC HEARING ON PROPOSAL
LEGAL/PUBLIC NOTICE
PLANNING BOARD
TOWN OF STRATHAM**

Notice is hereby given that a public hearing will be held on April 05, 2017 at 7:00 PM at the Stratham Municipal Center, 10 Bunker Hill Avenue, Stratham, NH to discuss the following:

Verizon Wireless, represented by McLane Law Firm, 900 Elm Street, Manchester, NH 03101 for the property located at 58 Portsmouth Avenue, Tax Map 9 Lot 15 for a Conditional Use Permit application and Site Plan Review application pursuant to Sections 19.4.2 and 19.7 of the Stratham Zoning Ordinance to for construction of a proposed 130' monopole and 12'x16' concrete equipment pad with cabinets and generator, enclosed within an 8' tall wood stockade fence.

RSA 12-K:7 requires that notice be given to those municipalities where the proposed Personal Wireless Service Facility (PWSF) "will be visible." It is unlikely that the proposed tower will be visible from most communities within the 20 mile radius. However, rather than attempt to make that calculation, the Town of Stratham has chosen to notify all municipalities within a 20 mile radius of the proposed PWSF. Pursuant to RSA 12 K:7, municipalities within the 20 mile radius described above and their residents are allowed to comment at any public hearing related to the application.

The Board will vote to accept the applications as complete and a public hearing on the merits of the proposal will follow immediately.



DRAFT

EXETER PUBLIC WORKS DEPARTMENT

13 NEWFIELDS ROAD • EXETER, NH 03833-3792
603-773-6157

Request for Sealed Proposals

Municipal Solid Waste (MSW) and Recycling Contract for
the Collection, Transportation & Disposal of Refuse/Garbage
and
the Collection, Transportation, Processing & Marketing of Recyclable
Materials

RFP No. DPW 2017-01

April 1, 2017

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SECTION 1: NOTICE TO PROPOSERS

The Town of Exeter, New Hampshire, will receive sealed proposals for a **Municipal Solid Waste/Recycling Services Contract to include Collection, Transportation and Disposal of Refuse/Garbage and Recyclable Materials** at the Town Offices, 10 Front Street, Exeter, NH 03833, until 4 pm on April 10, 2017.

Proposals shall be submitted in sealed envelopes, shall include *on the face of the envelope* the name, address, and telephone contact of the Proposer and shall be clearly marked **Municipal Solid Waste and Recycling Services Bid Proposal, Attention Town Manager**.

All timely proposals will be opened and read aloud at the Board of Selectmen's Meeting on April 10, 2017 at 7 pm. The meeting will take place at Town Offices at 10 Front Street, Exeter NH.

No Proposer may withdraw a proposal within thirty (30) days after the date above for submission.

Once a proposal is selected, the Town Manager will submit it along with his recommendation to the Board of Selectmen for approval to negotiate and enter into a final contract. The Town of Exeter, as it determines to be in its best interest, hereby reserves the right to reject any and all proposals.

SECTION 2: INTRODUCTION

The Town of Exeter, NH is requesting Proposals from qualified firms for solid waste collection services within the Town of Exeter. These services include residential and small business garbage collection, transportation and disposal and residential and small business recycling collection, transportation, processing and marketing of collected recyclables.

The term of this Agreement shall be for a period of five (5) years from and including June 1, 2017 to and including May 31, 2022. This Agreement shall not be subject to any renewal term and shall expire on May 31, 2022 unless agreed to otherwise in writing by both parties on or before March 1, 2022. This Agreement is contingent upon funding as appropriated at Annual Town Meeting.

SECTION 3: MUNICIPAL SOLID WASTE MANAGEMENT

Regulatory directions and public opinion have placed increased emphasis on solid waste management and recycling issues. In an effort to most effectively protect human health and the environment, the Town of Exeter practices the Integrated Solid Waste Management (ISWM) concepts to meet waste abatement goals. Most ISWM hierarchies include the following steps in descending order:

- Source reduction (waste prevention)
- Recycling and reuse, including yard waste composting
- Resource recovery including Waste-to-Energy and Composting
- Landfilling

SECTION 4: EXISTING SOLID WASTE COLLECTION SYSTEM

Currently, the Town contracts with Northside Carting for the weekly collection, transportation and disposal of garbage and the weekly collection, transportation and marketing of recyclable materials. A copy of the existing contract is attached as Appendix A for reference and information. The current five-year contract expires on May 31, 2017.

The town presently allows eligible residential properties to dispose of garbage, recyclables, and restricted quantity of bulky waste materials as defined in Section 1 of the current Contract with Northside Carting. (See Appendix A).

The average annual tonnage of solid waste (garbage) collected is approximately 3,120 tons. The average annual tonnage for recyclable materials (paper and commingle) is 1,470 tons. These numbers reflect prior year figures but are not a guarantee of future tonnages.

SECTION 5: SCOPE OF WORK

The Town seeks competitive proposals from firms demonstrating experience and qualifications for the collection, transportation and disposal of (non hazardous) garbage in approved units and for the collection, transportation, processing and marketing of recyclable materials generated within the Town. Proposals should include cost per ton for all collections and annual fixed cost for all collections.

- A. Provide services for the collection, transportation and disposal of all (non hazardous) garbage generated within the Town and contained in sealed, approved Town of Exeter Trash Bags. Each bag shall be tied, and shall not exceed a weight of forty-five (45) pounds. Collection shall be every week, in accordance with customary MSW collection practices.
- B. Provide services for the collection, transportation, processing and marketing of recyclable materials including commingled clear and colored glass bottles and jars, mixed HDPE and PET plastics, aluminum beverage cans, foil, tin coated steel cans, bi-metal cans, newspaper, magazines, catalogs, phonebooks, envelopes, chipboard, cardboard, mixed office paper, paperback books, color and white ledger paper, computer paper, junk mail, and copy paper properly placed at curbside for collection.
- C. Collection of garbage and recyclables shall be on the same day each week.
- D. Collection of one bulky waste item per week from approved resident users shall be collected during the regular garbage collection schedule. The approved resident user must have an approved Town of Exeter "Bulky Waste Tag" on the item to be collected.
- E. Collection of solid waste in containers placed at 6 municipal facilities and the transfer station, to include 6-10 yard dumpsters, 2-2 yard dumpsters, 1-6 yard dumpster, 1-8 yard dumpster and 1 roll-off.

In addition to the above, the Town of Exeter welcomes proposals for alternative options and ideas for containing, collecting, transporting and processing recyclable materials to increase the current recycling rate and prevent material of value from being landfilled.

SECTION 6: PROPOSAL SPECIFICATIONS**6.1 Proposal Compliance**

By the act of submitting a Proposal for consideration under this Request, each Proposer agrees to be bound to comply with all terms of these specifications. If the service offered in a Proposal differs from any provision contained herein, such differences must be fully explained within the Proposal. Such a Proposal will receive careful consideration only if such differences do not depart from the intent of these specifications and are in the best interest of the Town of Exeter.

6.2 Addenda and Interpretations

No interpretation of the specifications or other contract documents will be provided orally to any Proposer. All requests for interpretation of any specification of this Request for Proposal, or other contract documents, shall be made in writing addressed to the Director of Public Works, 13 Newfields Road, Exeter, NH 03833. To be given consideration, all such requests for interpretation must be received no later than three (3) business days prior to the date fixed for the opening of Proposals. Any and all such interpretations and/or supplemental instructions provided to a Proposer shall be in the form of written addenda to these specifications and, if issued, shall be provided to all perspective Proposers at their respective contact addresses, not later than two (2) business days prior to the date fixed for the opening of the Proposals. Failure of any Proposer to receive any such interpretive addenda shall not relieve any Proposer from any obligation under his/her Proposal as submitted. All addenda so issued shall become part of the contract documents.

Proposers must demonstrate not only a technical understanding of the services to be provided, but also a commitment to the success of the diversion efforts promoted by the Town.

6.3 Contractor Qualifications

Each Proposal shall include the name, address and contact information of the owner, all principals and partners, and all stockholders holding greater than ten percent (10%) of the company's authorized and issued stock.

Each Proposer, if a corporation, shall identify the state of the incorporation and the names and addresses of all principal officers.

Each Proposer, if not a New Hampshire corporation, shall include with the Proposal a certified copy of the company's Certificate of Authorization to do Business in the State of New Hampshire.

Each Proposer hereunder shall furnish satisfactory evidence to the Town that the Proposer has operated or presently operates, a MSW collection service, including collection of recyclables, and is familiar with the four-season, prevailing weather conditions in the Town of Exeter and environs. Each Proposer shall submit with his/her Proposal a comprehensive list of communities and geographic areas in which the Proposer currently collects municipal solid waste and recyclable material. Such list shall include a description of the duration and type of the existing

contract, the identity and population of community, and the name and contact information of the appropriate supervisory municipal official. All such communities and geographic areas identified are subject to inspection by personnel designated by the Town of Exeter.

6.4 Proposer Responsibilities

Proposers are cautioned to examine carefully all conditions affecting the collection and transportation of municipal solid waste and recyclables and to fully acquaint themselves with the volume and character of the material to be handled under this Contract.

Proposers are expected to fully familiarize themselves with the Town of Exeter and all of the physical and geographic characteristics therein. Submission of a Proposal under these specifications shall be deemed conclusive evidence that the Proposer is fully acquainted with, and shall be fully responsible for, compliance with any restrictions, constraints or physical hazards existing within the boundaries of the Town of Exeter. It is the responsibility of each Proposer to base its Proposal upon conclusions drawn from its own independent investigations.

Each Proposal must be accompanied by a deposit of Ten Percent (10%) of the Base Proposal as presented on the enclosed Proposal Form. The deposit may be presented in the form of a properly certified check, bank treasurer's check, bank money order, cash or a proposal bond. Checks and money orders shall be made payable to the Town of Exeter and will be held in escrow in a non-interest bearing account. Such deposits will be returned to Proposers not selected within seven (7) business days following the award and signing of the Contract.

6.5 Basis for Acceptance or Rejection

The Board of Selectmen will select a Proposer with whom to conduct further negotiations based upon that Proposer's qualifications, experience, demonstrated ability to perform, cost of the Proposal and/or any combination of alternative recommendations submitted therewith.

The Town reserves the right to reject any or all Proposals submitted, to waive terms stated herein or to reopen the Request for Proposals process and seek new proposals if, in the judgment of the Board of Selectmen, to do so will best serve the interests of the Town of Exeter.

6.6 Exceptions to Proposals

The Proposer shall identify and describe any and all exceptions contained in its Proposal to any of the specifications identified in this Request. Each such exception shall be set forth in full on a separate sheet(s) of paper, titled appropriately and attached to the Proposal.

6.7 Additional Data

The Proposer shall submit, pursuant to this subsection, any additional information considered essential to the Proposal, including any other service alternatives, with price detail that the Proposer desires the Board of Selectmen to consider during their deliberations and ultimate vendor selection. The Town encourages creative alternatives or proposals that will enhance the efficiency of MSW collection, reduce

material in the waste stream and increase recycling. The Proposer shall identify how his/her Proposal addresses the Integrated Solid Waste Management hierarchy.

6.8 References

The Proposer shall provide at least five references providing testimony to the Proposer's experience, quality of service and reliability. At least three of those references shall be from communities presently under contract for service, as identified in Section 6.3.

SECTION 7: WASTE COLLECTION

7.1 The number of weekly stops for curbside garbage and recycling is approximately 4900. This is a current average and may vary from week to week.

7.2 Collection from Public and Private Roads

The Contractor will be required to collect MSW and recyclables from all publicly maintained streets and roads in the Town of Exeter, and from all privately maintained streets and roads if currently serviced. If there are requests to service private roads, the condition of such streets or roads must reasonably allow access for such collection and the following conditions shall apply.

- A. A site visit shall determine that the road and travel conditions are safe;
- B. A damage disclaimer must be signed by an authorized Approved Resident User.

Or

- A. The road conforms to the Town Ordinances and Planning Board Subdivision regulations;
- B. The road is a minimum of 24 feet wide;
- C. The road is regularly maintained to permit easy, year round vehicle access;
- D. The road is less than one-quarter mile in length.

The Director of Public Works is the designated Town official responsible for determining whether a private road satisfies these standards.

7.3 Collection Procedures

- A. In emptying solid waste and/or recyclable containers, the Contractor and his/her employees shall place, not drop or throw, the containers or bins on sidewalks, within two feet, but not blocking, any travel ways or driveways. The Contractor shall be responsible for all damaged solid waste containers, and shall pay for the replacement of damaged containers if, in the opinion of the Director of Public Works, insufficient care by the Contractor's employees caused the damage.
- B. Any waste or recyclables dropped during handling shall be thoroughly cleaned up by the Contractor's employees.
- C. No scavenging shall be performed or permitted along any street or road.
- D. No waste or recycling collection truck shall be routinely emptied, or the load transferred, on any street or road in the Town, or in any other place within Town limits, except at a facility or location approved by the Director of Public Works. If the waste or recycling truck is mechanically disabled on a Town street or road, the Contractor will be authorized to transfer the load to a replacement truck. In any such circumstance, the Director of Public Works

shall be notified immediately.

- E. If, in the opinion of the Contractor or his/her employees, the waste and/or recyclables at any designated stop covered by the Contract should not be collected due to a suspected violation of the Town's Solid Waste ordinance and/or terms of the Contract, the waste and/or recyclable containers(s) shall be tagged. The Contractor shall attach such tag to the container stating the reasons for the refusal to collect, and the Contractor or his employee shall immediately report the incident to the Director of Public Works. The Town shall review and approve the written language of the notice on the tag prior to its use by the Contractor.
- F. The Contractor shall become the owner of all items collected and be considered legally responsible for the proper and safe disposal of items in accordance with all municipal, state and federal rules, laws and regulations.
- G. The Town reserves the right to have their agents inspect any contractor rubbish packer and perform surveillance to ensure that only Town of Exeter trash is picked up and transportation and disposal/processing is being charged appropriately.

7.4 Collection Schedule

- A. Curbside collection of garbage and recyclable materials shall be conducted Monday through Friday of each week except as limited by adverse weather conditions and holidays. Collection shall not commence earlier than 7:00 AM but must begin by 8:00 AM; and shall not continue later than 6:00 PM on any scheduled collection day. The Contractor shall collect garbage and recycling on the same day each week for each route.
- B. Weather Conditions. The Contractor will not collect garbage or recyclables on a scheduled collection day if adverse weather conditions are predicted of sufficient severity to warrant a postponement of collection services. In the event that predicted weather conditions may cause postponement, the Contractor will consult with the Director of Public Works a minimum of twelve (12) hours prior to the beginning of the scheduled collection time to request authorization to postpone scheduled garbage and recyclables material collection. Collections that were postponed due to weather shall be delayed one day for the remainder of the week. In no case shall garbage or recyclables collection be postponed more than two days.
- C. Holidays. Collection of garbage and recyclable materials will not occur on the following observed holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Regularly scheduled collection of garbage and recyclable materials falling on these holidays shall be delayed one day for the remainder of the week following the holiday.

7.5 Route Map

The Contractor shall submit a collection route map to the Director of Public Works for approval within thirty days of the award of the Contract. If collection routes

change from existing routes, upon receiving written approval from the Director, the Contractor shall, at the Contractor's expense, post notice of the new collection route map in a daily newspaper having general circulation in the Town of Exeter, two weeks prior to the first scheduled collection week beginning June 1, 2017.

SECTION 8: CONTRACT REQUIREMENTS

8.1 Term of Contract

The contract period will be for five (5) years beginning June 1, 2017, and ending May 31, 2022. The Contract will contain a renewal option for three (3) years if mutually agreed to by both parties.

8.2 Non-Assignment of Contract

The successful Proposer (also referred to herein as the "Contractor") shall not assign the Contract, nor sub-contract it in whole or in part, nor delegate any portion of the work to be performed to any other person, firm, corporation or entity without the prior written approval of such act by the Town, who is under no obligation to approve such act.

8.3 Secured Disposal Site Contract

All Proposers shall provide evidence that demonstrates their contractual access to one or more approved disposal and/or recycling facilities able to accommodate disposal of the Town's MSW and recyclable materials for the duration of the five (5) year contract. The MSW facilities (garbage and recycling) so designated must be licensed and/or authorized by either the State of New Hampshire, the State of Maine or the State of Massachusetts; and the municipality within which it is located. Proof of such contractual access to an approved facility/facilities, as set forth herein, shall include copies of existing signed contracts proving the availability of the disposal site(s), and the Proposer's legal access thereto, for the duration of the five (5) year Contract.

8.4 Contract Administration

The Director of Public Works shall administer the provisions of the Contract for the Town. All work shall be performed in a manner satisfactory to the Director and the Town Manager and shall be in compliance with all governmental regulations. Decisions of the Director of Public Works relating to administration of the Contract shall be final and a condition precedent to the right of the Contractor to receive payment under the Contract.

8.5 Invoice and Payment

- A. **Invoices:** Invoices shall be mailed monthly to the attention of the Director of Public Works, 13 Newfields Road, Exeter, NH 03833 for all MSW and recycling services. Invoices shall include copies of signed disposal tickets from a state certified scale house. Tickets must include location, date, time, vehicle identification and weight of materials.
- B. **Payment:** Payment of invoices submitted to the Town by the Contractor shall be made within thirty (30) days from the date of receipt of invoice, subject to deductions and/or claims for any failure by the Contractor to perform the work as specified.
- C. The Contractor shall retain all proceeds generated by the collection, processing

and marketing of recyclable materials under this contract.

- D. Contract Cost: All proposals must specifically cite and clearly state any annual escalator factor to be used, if any, to adjust the stated rates when appropriate and the methodology to be employed.
- E. No fuel surcharges or other fees and/or charges will be permitted under this contract.

8.6 Customer Service Center

The Contractor shall provide a customer service center with a toll-free telephone number. The customer service center shall be staffed with well trained customer service representatives. These representatives shall have direct contact with all collection vehicles operating in the Town and with the Administrative Offices of the Exeter Department of Public Works. The customer service center shall be open and staffed whenever collection is taking place in the Town.

SECTION 9: EQUIPMENT REQUIREMENTS

9.1 Equipment Inventory

- A. Each Proposer shall supply with their Proposal a detailed inventory of all their equipment to be used in the performance of the Contract at any time during the term of the Contract. The equipment inventory shall describe each piece of equipment, including type, model, year of manufacture, anticipated remaining useful life and all accessories for each piece listed. Any equipment used during the term of the Contract shall not exceed seven years of age at any time.
- B. All leased equipment shall be identified separately and described as set forth herein. In addition, for each item of leased equipment, the Proposer shall disclose the time remaining on the lease and renewal options, if any. Copies of all existing signed lease agreements for any leased equipment identified in the inventory shall be provided with the Proposal.
- C. Manufacturer-provided guarantees of delivery for pending or anticipated purchase of new equipment shall be attached to the Proposal documents.

9.2 Equipment Specifications

- A. The Contractor shall use all metal, watertight, completely enclosed "packer type" vehicle bodies, designed and manufactured specifically for the collection of garbage and refuse to collect acceptable waste under the Contract. The level of compaction shall at all times be equal to that published by the vehicle's manufacturer. The compacting mechanism in the body of the vehicle shall be capable of compressing the collected material to one-half or less of its original volume. The Contractor must maintain the appropriate number and type of collection vehicles sufficient to handle the efficient and timely collection of all MSW (garbage and recyclable) material.
- B. Truck hopper plugs shall be in place at all times. Trucks found performing collections without appropriate plugs in place in the drain holes of the hopper shall be precluded from further collections until hopper plugs are replaced and/or installed.
- C. All vehicles used by the Contractor shall be equipped with a two-way radio providing direct communication with the Department of Public Works and the Contractor's customer service center.
- D. All vehicles shall carry equipment suitable for use by collection crews in

cleaning up all spills or breakage of MSW/Recyclables during collection.

Additionally, the Contractor shall be responsible for the cleaning and removal of any stains or spills on any public or private roadway resulting from the leakage of any fluids from any vehicle used by the Contractor.

- E. All vehicles shall be inspected prior to commencement of the contract period by an authorized State (New Hampshire, Maine or Massachusetts) inspection station. The Contractor shall provide the Town with a copy of each inspection certificate annually thereafter for each vehicle.
- F. All Town solid waste (garbage and recyclables) shall be collected by vehicles, which shall be emptied and void of all garbage or recyclables or other material prior to the commencement of a day's collection route. Contractor vehicles shall not collect any additional solid waste that is not a part of this Contract until after the vehicle has been weighed, dumped and ticketed at disposal site.

9.3 Equipment Failure

Equipment failure resulting in the delay of collection must be reported to the Director of Public Works within one-half hour of the occurrence. The Contractor will be required to dispatch his back-up equipment and continue the route within 1 hour of notification of breakdown.

SECTION 10. REPORTING

- 10.1 The Contractor shall provide monthly and annual reports for quantities of refuse/garbage disposed. The Contractor must forward a copy of the scale ticket from the disposal/processing site for each load charged to the Town. Scales at the disposal/processing site must be certified by the State Bureau of Weights and Measures. All tonnage weighed and paid for by the Town must have originated from within the Town.
- 10.2 Monthly and annual reports shall be provided for recyclable material quantities by material and ultimate market. Under no circumstances shall acceptable recyclable materials be willfully disposed of at a landfill or other solid waste disposal facility.

SECTION 11: INSURANCE AND BOND REQUIREMENTS

The Town of Exeter requires all independent contractors performing work for the Town to provide insurance coverage in the amounts specified for the period of the Contract. Certificates of Insurance showing proof of coverage shall be furnished by the Contractor to the Director of Public Works prior to the beginning of the Contract.

11.1 Bodily Injury and Property Damage Liability

The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurances as shall protect them and any subcontractors performing work covered by the Contract from claims which may arise from operations under this Contract, whether such operations be by themselves or by any subcontractor or by anyone directly and/or indirectly employed by either of them. Coverage shall include:

- A. General Liability Insurance for bodily injury shall be a minimum of \$500,000

per person/occurrence; \$2,000,000 total.

- B. General Liability Insurance for property damage shall be a minimum of \$500,000 per person/occurrence; \$2,000,000 total.
- C. Automobile Liability Insurance for bodily injury shall be a minimum of \$500,000 per person/occurrence; \$2,000,000 total.
- D. Automobile Liability Insurance for property damage shall be a minimum of \$500,000 per person/occurrence; \$2,000,000 total.

11.2 Compensation and Employer's Liability Insurance

The Contractor shall maintain during the life of this Contract the statutory Worker's Compensation and Employer's Liability Insurance for all of their employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all work of the latter's employees to be engaged in such work.

11.3 Additional Coverage

If a particularly hazardous contract prevails, additional coverage, at the expense of the Contractor, may be required.

11.4 Insurance Period

All coverages shall be effective for the entire period of the Contract. All policies and Certificates of Insurance shall carry a ten (10) day notice of cancellation or change in expiration. Notice of such cancellation or change in expiration shall be sent to the Director of Public Works. Failure to have adequate insurance shall be reason for the Town to cancel any contract and order the closing of any job.

11.5 Failure to Enter into Contract: Forfeiture of Deposit

The successful Proposer must sign and return the Contract, with the required Certificate of Insurance and Performance Bond, within fourteen (14) days after notification by the Town that the Contract is ready for signature. In the event the successful Proposer fails to do so, its Proposal will lapse at the election of the Town, and the Proposal deposit shall be forfeited and retained by the Town as an agreed amount for liquidated damages. Should the successful Proposer withdraw its Proposal prior to the signing of the Contract, its deposit shall be forfeited and retained by the Town as an agreed amount for liquidated damages.

11.6 Performance Bond

Each Proposer shall provide a quote for a performance bond in an amount equal to One Hundred and Ten Percent (110%) of the Contract Price, for the first twelve (12) calendar months of the Contract, and for subsequent twelve (12) month periods, for all its Proposals. The Director of Public Works must be notified ten (10) days in advance of any cancellation or change in expiration.

11.7 Indemnity

The Contractor shall defend, indemnify and hold harmless the Town of Exeter and its agents and employees from and against all claims, damages/losses and expenses, including reasonable attorney's fees arising out of or resulting from performance of the work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or

destruction of tangible property including the loss of use resulting therefrom caused in whole or in part by the negligent act or omission of the Contractor or any of its officers, agents, employees, representatives, anyone directly or indirectly employed by any of them or anyone who acts for them.

SECTION 12: PERMITS

The Contractor shall, at his/her expense, obtain all permits and licenses required by law to fulfill the contract agreement.



Proposal Form

MUNICIPAL SOLID WASTE (MSW) and RECYCLING SERVICES to include Collection, Transportation and Disposal of Refuse/Garbage and Collection, Transportation, Processing and Marketing of Recyclable Materials

Name of Firm

Address

Telephone

Email Address

I, the undersigned, hereby declare that I have fully examined the "Request for Sealed Proposal" documents, including the Town's current Contract with Northside Carting (Appendix A) and the Town's Solid Waste Ordinance (Appendix B), and hereby propose to collect, remove and dispose of refuse and recyclables as follows:

Curbside and Municipal Location Collection of MSW and Recyclable Materials

Municipal solid waste (refuse/garbage), including bulky waste items will be collected in conformance with these specifications.

Refuse/garbage (in "Town of Exeter" bags) will be collected weekly from each eligible property in the Town of Exeter, NH. Selected (ticketed) bulky waste items will be collected from residential properties at curbside (one item per week allowed).

Recyclable materials will be collected weekly from each eligible property in the Town of Exeter, NH. Recyclables will be collected, processed and marketed in conformance with these specifications. Municipal waste from containers placed at municipal and public buildings shall be collected at a pre-determined frequency.

Annual Fixed Fee Cost \$ _____ Annual Per Ton Cost \$ _____

Performance Bond Quote

Annual cost of Performance Bond in an amount equal to One Hundred and Ten percent (110%) of the Contract Price for the first twelve (12) calendar months and subsequent twelve (12) month periods thereof:

First Year Price \$ _____

Additional Twelve Month Periods Price \$ _____

Name (printed) and Title of person submitting bid

Signature

Date



DRAFT

EXETER PUBLIC WORKS DEPARTMENT

13 NEWFIELDS ROAD • EXETER, NH 03833-3792
603-773-6157

Request for Sealed Proposals

Municipal Solid Waste (MSW) and Recycling Contract for
the Collection, Transportation & Disposal of Refuse/Garbage
and
the Collection, Transportation, Processing & Marketing of Recyclable
Materials

RFP No. DPW 2017-01

April 1, 2017

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SECTION 1: NOTICE TO PROPOSERS

The Town of Exeter, New Hampshire, will receive sealed proposals for a **Municipal Solid Waste/Recycling Services Contract to include Collection, Transportation and Disposal of Refuse/Garbage and Recyclable Materials** at the Town Offices, 10 Front Street, Exeter, NH 03833, until 4 pm on April 10, 2017.

Proposals shall be submitted in sealed envelopes, shall include *on the face of the envelope* the name, address, and telephone contact of the Proposer and shall be clearly marked **Municipal Solid Waste and Recycling Services Bid Proposal, Attention Town Manager**.

All timely proposals will be opened and read aloud at the Board of Selectmen's Meeting on April 10, 2017 at 7 pm. The meeting will take place at Town Offices at 10 Front Street, Exeter NH.

No Proposer may withdraw a proposal within thirty (30) days after the date above for submission.

Once a proposal is selected, the Town Manager will submit it along with his recommendation to the Board of Selectmen for approval to negotiate and enter into a final contract. The Town of Exeter, as it determines to be in its best interest, hereby reserves the right to reject any and all proposals.

SECTION 2: INTRODUCTION

The Town of Exeter, NH is requesting Proposals from qualified firms for solid waste collection services within the Town of Exeter. These services include residential and small business garbage collection, transportation and disposal and residential and small business recycling collection, transportation, processing and marketing of collected recyclables.

The term of this Agreement shall be for a period of five (5) years from and including June 1, 2017 to and including May 31, 2022. This Agreement shall not be subject to any renewal term and shall expire on May 31, 2022 unless agreed to otherwise in writing by both parties on or before March 1, 2022. This Agreement is contingent upon funding as appropriated at Annual Town Meeting.

SECTION 3: MUNICIPAL SOLID WASTE MANAGEMENT

Regulatory directions and public opinion have placed increased emphasis on solid waste management and recycling issues. In an effort to most effectively protect human health and the environment, the Town of Exeter practices the Integrated Solid Waste Management (ISWM) concepts to meet waste abatement goals. Most ISWM hierarchies include the following steps in descending order:

- Source reduction (waste prevention)
- Recycling and reuse, including yard waste composting
- Resource recovery including Waste-to-Energy and Composting
- Landfilling

SECTION 4: EXISTING SOLID WASTE COLLECTION SYSTEM

Currently, the Town contracts with Northside Carting for the weekly collection, transportation and disposal of garbage and the weekly collection, transportation and marketing of recyclable materials. A copy of the existing contract is attached as Appendix A for reference and information. The current five-year contract expires on May 31, 2017.

The town presently allows eligible residential properties to dispose of garbage, recyclables, and restricted quantity of bulky waste materials as defined in Section 1 of the current Contract with Northside Carting. (See Appendix A).

The average annual tonnage of solid waste (garbage) collected is approximately 3,120 tons. The average annual tonnage for recyclable materials (paper and commingle) is 1,470 tons. These numbers reflect prior year figures but are not a guarantee of future tonnages.

SECTION 5: SCOPE OF WORK

The Town seeks competitive proposals from firms demonstrating experience and qualifications for the collection, transportation and disposal of (non hazardous) garbage in approved units and for the collection, transportation, processing and marketing of recyclable materials generated within the Town. Proposals should include cost per ton for all collections and annual fixed cost for all collections.

- A. Provide services for the collection, transportation and disposal of all (non hazardous) garbage generated within the Town and contained in sealed, approved Town of Exeter Trash Bags. Each bag shall be tied, and shall not exceed a weight of forty-five (45) pounds. Collection shall be every week, in accordance with customary MSW collection practices.
- B. Provide services for the collection, transportation, processing and marketing of recyclable materials including commingled clear and colored glass bottles and jars, mixed HDPE and PET plastics, aluminum beverage cans, foil, tin coated steel cans, bi-metal cans, newspaper, magazines, catalogs, phonebooks, envelopes, chipboard, cardboard, mixed office paper, paperback books, color and white ledger paper, computer paper, junk mail, and copy paper properly placed at curbside for collection.
- C. Collection of garbage and recyclables shall be on the same day each week.
- D. Collection of one bulky waste item per week from approved resident users shall be collected during the regular garbage collection schedule. The approved resident user must have an approved Town of Exeter "Bulky Waste Tag" on the item to be collected.
- E. Collection of solid waste in containers placed at 6 municipal facilities and the transfer station, to include 6-10 yard dumpsters, 2-2 yard dumpsters, 1-6 yard dumpster, 1-8 yard dumpster and 1 roll-off.

In addition to the above, the Town of Exeter welcomes proposals for alternative options and ideas for containing, collecting, transporting and processing recyclable materials to increase the current recycling rate and prevent material of value from being landfilled.

SECTION 6: PROPOSAL SPECIFICATIONS**6.1 Proposal Compliance**

By the act of submitting a Proposal for consideration under this Request, each Proposer agrees to be bound to comply with all terms of these specifications. If the service offered in a Proposal differs from any provision contained herein, such differences must be fully explained within the Proposal. Such a Proposal will receive careful consideration only if such differences do not depart from the intent of these specifications and are in the best interest of the Town of Exeter.

6.2 Addenda and Interpretations

No interpretation of the specifications or other contract documents will be provided orally to any Proposer. All requests for interpretation of any specification of this Request for Proposal, or other contract documents, shall be made in writing addressed to the Director of Public Works, 13 Newfields Road, Exeter, NH 03833. To be given consideration, all such requests for interpretation must be received no later than three (3) business days prior to the date fixed for the opening of Proposals. Any and all such interpretations and/or supplemental instructions provided to a Proposer shall be in the form of written addenda to these specifications and, if issued, shall be provided to all perspective Proposers at their respective contact addresses, not later than two (2) business days prior to the date fixed for the opening of the Proposals. Failure of any Proposer to receive any such interpretive addenda shall not relieve any Proposer from any obligation under his/her Proposal as submitted. All addenda so issued shall become part of the contract documents.

Proposers must demonstrate not only a technical understanding of the services to be provided, but also a commitment to the success of the diversion efforts promoted by the Town.

6.3 Contractor Qualifications

Each Proposal shall include the name, address and contact information of the owner, all principals and partners, and all stockholders holding greater than ten percent (10%) of the company's authorized and issued stock.

Each Proposer, if a corporation, shall identify the state of the incorporation and the names and addresses of all principal officers.

Each Proposer, if not a New Hampshire corporation, shall include with the Proposal a certified copy of the company's Certificate of Authorization to do Business in the State of New Hampshire.

Each Proposer hereunder shall furnish satisfactory evidence to the Town that the Proposer has operated or presently operates, a MSW collection service, including collection of recyclables, and is familiar with the four-season, prevailing weather conditions in the Town of Exeter and environs. Each Proposer shall submit with his/her Proposal a comprehensive list of communities and geographic areas in which the Proposer currently collects municipal solid waste and recyclable material. Such list shall include a description of the duration and type of the existing

contract, the identity and population of community, and the name and contact information of the appropriate supervisory municipal official. All such communities and geographic areas identified are subject to inspection by personnel designated by the Town of Exeter.

6.4 Proposer Responsibilities

Proposers are cautioned to examine carefully all conditions affecting the collection and transportation of municipal solid waste and recyclables and to fully acquaint themselves with the volume and character of the material to be handled under this Contract.

Proposers are expected to fully familiarize themselves with the Town of Exeter and all of the physical and geographic characteristics therein. Submission of a Proposal under these specifications shall be deemed conclusive evidence that the Proposer is fully acquainted with, and shall be fully responsible for, compliance with any restrictions, constraints or physical hazards existing within the boundaries of the Town of Exeter. It is the responsibility of each Proposer to base its Proposal upon conclusions drawn from its own independent investigations.

Each Proposal must be accompanied by a deposit of Ten Percent (10%) of the Base Proposal as presented on the enclosed Proposal Form. The deposit may be presented in the form of a properly certified check, bank treasurer's check, bank money order, cash or a proposal bond. Checks and money orders shall be made payable to the Town of Exeter and will be held in escrow in a non-interest bearing account. Such deposits will be returned to Proposers not selected within seven (7) business days following the award and signing of the Contract.

6.5 Basis for Acceptance or Rejection

The Board of Selectmen will select a Proposer with whom to conduct further negotiations based upon that Proposer's qualifications, experience, demonstrated ability to perform, cost of the Proposal and/or any combination of alternative recommendations submitted therewith.

The Town reserves the right to reject any or all Proposals submitted, to waive terms stated herein or to reopen the Request for Proposals process and seek new proposals if, in the judgment of the Board of Selectmen, to do so will best serve the interests of the Town of Exeter.

6.6 Exceptions to Proposals

The Proposer shall identify and describe any and all exceptions contained in its Proposal to any of the specifications identified in this Request. Each such exception shall be set forth in full on a separate sheet(s) of paper, titled appropriately and attached to the Proposal.

6.7 Additional Data

The Proposer shall submit, pursuant to this subsection, any additional information considered essential to the Proposal, including any other service alternatives, with price detail that the Proposer desires the Board of Selectmen to consider during their deliberations and ultimate vendor selection. The Town encourages creative alternatives or proposals that will enhance the efficiency of MSW collection, reduce

material in the waste stream and increase recycling. The Proposer shall identify how his/her Proposal addresses the Integrated Solid Waste Management hierarchy.

6.8 References

The Proposer shall provide at least five references providing testimony to the Proposer's experience, quality of service and reliability. At least three of those references shall be from communities presently under contract for service, as identified in Section 6.3.

SECTION 7: WASTE COLLECTION

7.1 The number of weekly stops for curbside garbage and recycling is approximately 4900. This is a current average and may vary from week to week.

7.2 Collection from Public and Private Roads

The Contractor will be required to collect MSW and recyclables from all publicly maintained streets and roads in the Town of Exeter, and from all privately maintained streets and roads if currently serviced. If there are requests to service private roads, the condition of such streets or roads must reasonably allow access for such collection and the following conditions shall apply.

- A. A site visit shall determine that the road and travel conditions are safe;
- B. A damage disclaimer must be signed by an authorized Approved Resident User.

Or

- A. The road conforms to the Town Ordinances and Planning Board Subdivision regulations;
- B. The road is a minimum of 24 feet wide;
- C. The road is regularly maintained to permit easy, year round vehicle access;
- D. The road is less than one-quarter mile in length.

The Director of Public Works is the designated Town official responsible for determining whether a private road satisfies these standards.

7.3 Collection Procedures

- A. In emptying solid waste and/or recyclable containers, the Contractor and his/her employees shall place, not drop or throw, the containers or bins on sidewalks, within two feet, but not blocking, any travel ways or driveways. The Contractor shall be responsible for all damaged solid waste containers, and shall pay for the replacement of damaged containers if, in the opinion of the Director of Public Works, insufficient care by the Contractor's employees caused the damage.
- B. Any waste or recyclables dropped during handling shall be thoroughly cleaned up by the Contractor's employees.
- C. No scavenging shall be performed or permitted along any street or road.
- D. No waste or recycling collection truck shall be routinely emptied, or the load transferred, on any street or road in the Town, or in any other place within Town limits, except at a facility or location approved by the Director of Public Works. If the waste or recycling truck is mechanically disabled on a Town street or road, the Contractor will be authorized to transfer the load to a replacement truck. In any such circumstance, the Director of Public Works

shall be notified immediately.

- E. If, in the opinion of the Contractor or his/her employees, the waste and/or recyclables at any designated stop covered by the Contract should not be collected due to a suspected violation of the Town's Solid Waste ordinance and/or terms of the Contract, the waste and/or recyclable containers(s) shall be tagged. The Contractor shall attach such tag to the container stating the reasons for the refusal to collect, and the Contractor or his employee shall immediately report the incident to the Director of Public Works. The Town shall review and approve the written language of the notice on the tag prior to its use by the Contractor.
- F. The Contractor shall become the owner of all items collected and be considered legally responsible for the proper and safe disposal of items in accordance with all municipal, state and federal rules, laws and regulations.
- G. The Town reserves the right to have their agents inspect any contractor rubbish packer and perform surveillance to ensure that only Town of Exeter trash is picked up and transportation and disposal/processing is being charged appropriately.

7.4 Collection Schedule

- A. Curbside collection of garbage and recyclable materials shall be conducted Monday through Friday of each week except as limited by adverse weather conditions and holidays. Collection shall not commence earlier than 7:00 AM but must begin by 8:00 AM; and shall not continue later than 6:00 PM on any scheduled collection day. The Contractor shall collect garbage and recycling on the same day each week for each route.
- B. Weather Conditions. The Contractor will not collect garbage or recyclables on a scheduled collection day if adverse weather conditions are predicted of sufficient severity to warrant a postponement of collection services. In the event that predicted weather conditions may cause postponement, the Contractor will consult with the Director of Public Works a minimum of twelve (12) hours prior to the beginning of the scheduled collection time to request authorization to postpone scheduled garbage and recyclables material collection. Collections that were postponed due to weather shall be delayed one day for the remainder of the week. In no case shall garbage or recyclables collection be postponed more than two days.
- C. Holidays. Collection of garbage and recyclable materials will not occur on the following observed holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas DayRegularly scheduled collection of garbage and recyclable materials falling on these holidays shall be delayed one day for the remainder of the week following the holiday.

7.5 Route Map

The Contractor shall submit a collection route map to the Director of Public Works for approval within thirty days of the award of the Contract. If collection routes

change from existing routes, upon receiving written approval from the Director, the Contractor shall, at the Contractor's expense, post notice of the new collection route map in a daily newspaper having general circulation in the Town of Exeter, two weeks prior to the first scheduled collection week beginning June 1, 2017.

SECTION 8: CONTRACT REQUIREMENTS

8.1 Term of Contract

The contract period will be for five (5) years beginning June 1, 2017, and ending May 31, 2022. The Contract will contain a renewal option for three (3) years if mutually agreed to by both parties.

8.2 Non-Assignment of Contract

The successful Proposer (also referred to herein as the "Contractor") shall not assign the Contract, nor sub-contract it in whole or in part, nor delegate any portion of the work to be performed to any other person, firm, corporation or entity without the prior written approval of such act by the Town, who is under no obligation to approve such act.

8.3 Secured Disposal Site Contract

All Proposers shall provide evidence that demonstrates their contractual access to one or more approved disposal and/or recycling facilities able to accommodate disposal of the Town's MSW and recyclable materials for the duration of the five (5) year contract. The MSW facilities (garbage and recycling) so designated must be licensed and/or authorized by either the State of New Hampshire, the State of Maine or the State of Massachusetts; and the municipality within which it is located. Proof of such contractual access to an approved facility/facilities, as set forth herein, shall include copies of existing signed contracts proving the availability of the disposal site(s), and the Proposer's legal access thereto, for the duration of the five (5) year Contract.

8.4 Contract Administration

The Director of Public Works shall administer the provisions of the Contract for the Town. All work shall be performed in a manner satisfactory to the Director and the Town Manager and shall be in compliance with all governmental regulations. Decisions of the Director of Public Works relating to administration of the Contract shall be final and a condition precedent to the right of the Contractor to receive payment under the Contract.

8.5 Invoice and Payment

- A. Invoices: Invoices shall be mailed monthly to the attention of the Director of Public Works, 13 Newfields Road, Exeter, NH 03833 for all MSW and recycling services. Invoices shall include copies of signed disposal tickets from a state certified scale house. Tickets must include location, date, time, vehicle identification and weight of materials.
- B. Payment: Payment of invoices submitted to the Town by the Contractor shall be made within thirty (30) days from the date of receipt of invoice, subject to deductions and/or claims for any failure by the Contractor to perform the work as specified.
- C. The Contractor shall retain all proceeds generated by the collection, processing

and marketing of recyclable materials under this contract.

- D. Contract Cost: All proposals must specifically cite and clearly state any annual escalator factor to be used, if any, to adjust the stated rates when appropriate and the methodology to be employed.
- E. No fuel surcharges or other fees and/or charges will be permitted under this contract.

8.6 Customer Service Center

The Contractor shall provide a customer service center with a toll-free telephone number. The customer service center shall be staffed with well trained customer service representatives. These representatives shall have direct contact with all collection vehicles operating in the Town and with the Administrative Offices of the Exeter Department of Public Works. The customer service center shall be open and staffed whenever collection is taking place in the Town.

SECTION 9: EQUIPMENT REQUIREMENTS

9.1 Equipment Inventory

- A. Each Proposer shall supply with their Proposal a detailed inventory of all their equipment to be used in the performance of the Contract at any time during the term of the Contract. The equipment inventory shall describe each piece of equipment, including type, model, year of manufacture, anticipated remaining useful life and all accessories for each piece listed. Any equipment used during the term of the Contract shall not exceed seven years of age at any time.
- B. All leased equipment shall be identified separately and described as set forth herein. In addition, for each item of leased equipment, the Proposer shall disclose the time remaining on the lease and renewal options, if any. Copies of all existing signed lease agreements for any leased equipment identified in the inventory shall be provided with the Proposal.
- C. Manufacturer-provided guarantees of delivery for pending or anticipated purchase of new equipment shall be attached to the Proposal documents.

9.2 Equipment Specifications

- A. The Contractor shall use all metal, watertight, completely enclosed "packer type" vehicle bodies, designed and manufactured specifically for the collection of garbage and refuse to collect acceptable waste under the Contract. The level of compaction shall at all times be equal to that published by the vehicle's manufacturer. The compacting mechanism in the body of the vehicle shall be capable of compressing the collected material to one-half or less of its original volume. The Contractor must maintain the appropriate number and type of collection vehicles sufficient to handle the efficient and timely collection of all MSW (garbage and recyclable) material.
- B. Truck hopper plugs shall be in place at all times. Trucks found performing collections without appropriate plugs in place in the drain holes of the hopper shall be precluded from further collections until hopper plugs are replaced and/or installed.
- C. All vehicles used by the Contractor shall be equipped with a two-way radio providing direct communication with the Department of Public Works and the Contractor's customer service center.
- D. All vehicles shall carry equipment suitable for use by collection crews in

cleaning up all spills or breakage of MSW/Recyclables during collection.

Additionally, the Contractor shall be responsible for the cleaning and removal of any stains or spills on any public or private roadway resulting from the leakage of any fluids from any vehicle used by the Contractor.

- E. All vehicles shall be inspected prior to commencement of the contract period by an authorized State (New Hampshire, Maine or Massachusetts) inspection station. The Contractor shall provide the Town with a copy of each inspection certificate annually thereafter for each vehicle.
- F. All Town solid waste (garbage and recyclables) shall be collected by vehicles, which shall be emptied and void of all garbage or recyclables or other material prior to the commencement of a day's collection route. Contractor vehicles shall not collect any additional solid waste that is not a part of this Contract until after the vehicle has been weighed, dumped and ticketed at disposal site.

9.3 Equipment Failure

Equipment failure resulting in the delay of collection must be reported to the Director of Public Works within one-half hour of the occurrence. The Contractor will be required to dispatch his back-up equipment and continue the route within 1 hour of notification of breakdown.

SECTION 10. REPORTING

- 10.1 The Contractor shall provide monthly and annual reports for quantities of refuse/garbage disposed. The Contractor must forward a copy of the scale ticket from the disposal/processing site for each load charged to the Town. Scales at the disposal/processing site must be certified by the State Bureau of Weights and Measures. All tonnage weighed and paid for by the Town must have originated from within the Town.
- 10.2 Monthly and annual reports shall be provided for recyclable material quantities by material and ultimate market. Under no circumstances shall acceptable recyclable materials be willfully disposed of at a landfill or other solid waste disposal facility.

SECTION 11: INSURANCE AND BOND REQUIREMENTS

The Town of Exeter requires all independent contractors performing work for the Town to provide insurance coverage in the amounts specified for the period of the Contract. Certificates of Insurance showing proof of coverage shall be furnished by the Contractor to the Director of Public Works prior to the beginning of the Contract.

11.1 Bodily Injury and Property Damage Liability

The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurances as shall protect them and any subcontractors performing work covered by the Contract from claims which may arise from operations under this Contract, whether such operations be by themselves or by any subcontractor or by anyone directly and/or indirectly employed by either of them. Coverage shall include:

- A. General Liability Insurance for bodily injury shall be a minimum of \$500,000

per person/occurrence; \$2,000,000 total.

- B. General Liability Insurance for property damage shall be a minimum of \$500,000 per person/occurrence; \$2,000,000 total.
- C. Automobile Liability Insurance for bodily injury shall be a minimum of \$500,000 per person/occurrence; \$2,000,000 total.
- D. Automobile Liability Insurance for property damage shall be a minimum of \$500,000 per person/occurrence; \$2,000,000 total.

11.2 Compensation and Employer's Liability Insurance

The Contractor shall maintain during the life of this Contract the statutory Worker's Compensation and Employer's Liability Insurance for all of their employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all work of the latter's employees to be engaged in such work.

11.3 Additional Coverage

If a particularly hazardous contract prevails, additional coverage, at the expense of the Contractor, may be required.

11.4 Insurance Period

All coverages shall be effective for the entire period of the Contract. All policies and Certificates of Insurance shall carry a ten (10) day notice of cancellation or change in expiration. Notice of such cancellation or change in expiration shall be sent to the Director of Public Works. Failure to have adequate insurance shall be reason for the Town to cancel any contract and order the closing of any job.

11.5 Failure to Enter into Contract: Forfeiture of Deposit

The successful Proposer must sign and return the Contract, with the required Certificate of Insurance and Performance Bond, within fourteen (14) days after notification by the Town that the Contract is ready for signature. In the event the successful Proposer fails to do so, its Proposal will lapse at the election of the Town, and the Proposal deposit shall be forfeited and retained by the Town as an agreed amount for liquidated damages. Should the successful Proposer withdraw its Proposal prior to the signing of the Contract, its deposit shall be forfeited and retained by the Town as an agreed amount for liquidated damages.

11.6 Performance Bond

Each Proposer shall provide a quote for a performance bond in an amount equal to One Hundred and Ten Percent (110%) of the Contract Price, for the first twelve (12) calendar months of the Contract, and for subsequent twelve (12) month periods, for all its Proposals. The Director of Public Works must be notified ten (10) days in advance of any cancellation or change in expiration.

11.7 Indemnity

The Contractor shall defend, indemnify and hold harmless the Town of Exeter and its agents and employees from and against all claims, damages/losses and expenses, including reasonable attorney's fees arising out of or resulting from performance of the work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or

destruction of tangible property including the loss of use resulting therefrom caused in whole or in part by the negligent act or omission of the Contractor or any of its officers, agents, employees, representatives, anyone directly or indirectly employed by any of them or anyone who acts for them.

SECTION 12: PERMITS

The Contractor shall, at his/her expense, obtain all permits and licenses required by law to fulfill the contract agreement.



Proposal Form
MUNICIPAL SOLID WASTE (MSW) and RECYCLING SERVICES to include Collection, Transportation and Disposal of Refuse/Garbage and Collection, Transportation, Processing and Marketing of Recyclable Materials

Name of Firm

Address

Telephone

Email Address

I, the undersigned, hereby declare that I have fully examined the "Request for Sealed Proposal" documents, including the Town's current Contract with Northside Carting (Appendix A) and the Town's Solid Waste Ordinance (Appendix B), and hereby propose to collect, remove and dispose of refuse and recyclables as follows:

Curbside and Municipal Location Collection of MSW and Recyclable Materials

Municipal solid waste (refuse/garbage), including bulky waste items will be collected in conformance with these specifications.

Refuse/garbage (in "Town of Exeter" bags) will be collected weekly from each eligible property in the Town of Exeter, NH. Selected (ticketed) bulky waste items will be collected from residential properties at curbside (one item per week allowed).

Recyclable materials will be collected weekly from each eligible property in the Town of Exeter, NH. Recyclables will be collected, processed and marketed in conformance with these specifications. Municipal waste from containers placed at municipal and public buildings shall be collected at a pre-determined frequency.

Annual Fixed Fee Cost \$ _____ Annual Per Ton Cost \$ _____

Performance Bond Quote

Annual cost of Performance Bond in an amount equal to One Hundred and Ten percent (110%) of the Contract Price for the first twelve (12) calendar months and subsequent twelve (12) month periods thereof:

First Year Price \$ _____

Additional Twelve Month Periods Price \$ _____

Name (printed) and Title of person submitting bid

Signature

Date

**Contract for
MUNICIPAL SOLID WASTE (MSW) and RECYCLING
(Refuse/Garbage Collection, Transportation & Disposal
and Recycling Materials Collection, Transportation,
Processing & Marketing)**

May 20, 2008

 **COPY**

Municipal Solid Waste (refuse/garbage) Collection,
Transportation & Disposal and Recycling Materials Collection,
Transportation, Processing & Marketing for the Town of
Exeter, New Hampshire

This Agreement made and entered into this 23rd day of May 2008 by
and between the Town of Exeter, a municipal corporation organized
under the laws of the State of New Hampshire (hereinafter referred to
as the "Town") and Northside Carting,
Inc.
a corporation organized under the laws of the State of Massachusetts
and having a place of business at 210 Holt Road North Andover, MA
(hereinafter referred to as the "Contractor").

WITNESSETH:

Whereas, the Town desires to hire the Contractor to provide residential
and small business collection, transportation and disposal of Municipal
Solid Waste and collection, transportation, processing and marketing of
Recyclable Materials, within the boundaries of the Town.

Now, therefore, in consideration of the terms, covenants and conditions
contained herein, the Town and the Contractor hereby agree as follows:

Section 1. Definitions

1.1 Approved Resident User: Any occupant of a Residential Unit.

1.2 Approved User: Any occupant of an Approved Unit.

1.3 Approved Unit: A dwelling unit such as a single family house,
townhouse, condominium and small commercial establishment. This
term shall also include other locations identified by the Town that are to
be serviced under this Agreement, but which may not be a dwelling (for
example, Municipal buildings and other locations to be serviced as
defined herein).

1.4 Bulky Waste: A large item or bundle which cannot fit into a "Town
of Exeter Trash Bag". Items include but are not limited to: mattresses,
couches, bureaus, chairs, large children's toys, carpet, bed frames, etc.
Does not include construction and demolition debris or hazardous
waste, "White Goods", or electronic waste.

1.5 **Bundle**: Bulky waste materials securely tied together forming an easily handled package not exceeding four (4) feet in length or seventy-five (75) pounds in weight.

1.6 **Disposal Site**: A facility operated by the contractor or its affiliate that will receive and dispose of MSW and is legally empowered to accept same.

1.7 **Municipal Solid Waste (MSW)**: Solid waste generated at residential or commercial establishments but excluding; Bulky Waste, Construction and Demolition Debris, Yard Waste, White Goods, and (not containing) any Hazardous Waste, as defined in Exhibit A attached hereto.

1.8 **Recyclable Materials**: Materials that can be used to produce marketable goods. For this contract: clear and colored glass (bottles and jars), aluminum cans and foil, plastics #1 thru #7, tin coated steel cans, bi-metal cans, newspaper, magazines, office paper, phone books, folders, brown bags, cardboard, paperboard, catalogs, books, beverage cartons, junk mail and other materials designated by the Contractor.

1.9 **Small Commercial Business**: A business engaged in the sale of goods and merchandise at retail or wholesale or the providing of services to others, including professional services, beauty salons, barbershops or other personal care establishments, but not including businesses engaged in the manufacture of materials or products or industrial uses.

1.10 **White Goods**: A generic term for a variety of discarded household appliances, including dishwashers, clothes washing machines, clothes dryers, stoves, refrigerators, freezers, and air conditioners. All "Freon" must be removed from any appliance that contains Chlorofluorocarbons (Freon) including but not limited to refrigerators, freezers, air conditioners and dehumidifiers.

1.11 **Yard Waste**: Leaves and grass clippings.

Section 2. Term of Agreement

The term of this Agreement shall be for a period of five (5) years from and including June 1, 2008 to and including May 31, 2013. This Agreement shall not be subject to any renewal term and shall expire on May 31, 2013 unless agreed to otherwise in writing by both parties on or before March 1, 2013. This Agreement is contingent upon funding as appropriated at Annual Town Meeting.

Section 3. Scope of Services

3.1 Hours of Collection

Municipal Solid Waste (MSW), Recyclable Materials and Bulky Waste (with sticker) shall be collected on the same day each week. Collection of MSW, Recyclables and Bulky Waste will not start before 7:00 a.m. or continue after 6:00 p.m.

3.2 Collection of Municipal Solid Waste

The Contractor shall furnish and maintain all trucks, labor, tools, machines, material and equipment necessary and required for the collection, transportation and disposal of all (non hazardous) MSW (garbage) in approved "Town of Exeter Trash Bags" generated within the Town. Collection shall be every week in accordance with customary MSW collection practices. Contractor shall collect, transport and dispose of all present and future curbside MSW contained in sealed, approved Town of Exeter Trash Bags. Each bag shall be tied, and shall not exceed a weight of forty-five (45) pounds.

3.3 Collection of Recyclable Materials

The Contractor shall furnish and maintain all trucks, labor, tools, machines, material and equipment necessary and required for the collection, transportation, processing and marketing recyclable materials generated within the Town of Exeter from all present and future locations agreed to by the parties. Collection shall be every week in accordance with customary recyclable material collection practices. Recyclable materials shall be those materials specified by this contract for collection, transportation, processing and marketing. The Contractor shall collect all Recyclable Materials, contained in Town approved bins, totes, or equivalent, which are placed in or adjacent to Recycling Containers on public streets or from some other specifically defined location ("Curbside") as designated by the parties.

3.4 Collection of Bulky Waste

The Contractor shall furnish and maintain all trucks, labor, tools, machines, material and equipment necessary and required for the collection, transportation and disposal of Bulky Waste at curbside from Approved Resident User. Collection shall be limited to one item each week from Approved Resident User and must have an approved Town of Exeter "Bulky Waste Tag" on each item to be collected.

3.5 Collection of Yard Waste

The Contractor shall furnish and maintain all trucks, labor, tools, machines, material and equipment necessary and required for the collection, transportation and disposal of Yard Waste at curbside from Approved Resident User. Contractor shall provide two times per year, a Town wide curbside collection of yard waste. Each resident will be allowed up to 12 paper yard waste bags to be placed at the curbside on their normal day of collection. Dates of collection will be mutually agreed upon between the Town and the Contractor. Contractor will transport and deliver all yard waste collected in the Town, to Town owned Transfer Station located on Cross Road, Exeter, NH.

3.6 Items Beyond Scope of Services

At no time shall the Contractor be responsible to collect materials that are not a part of the contract or are not properly prepared for collection, i.e. construction and demolition debris exceeds weight limits forty-five (45) pounds. The Contractor shall place a sticker on any unacceptable bag, item or container explaining the deficiency. The Contractor will not collect the unacceptable item(s) until the deficiency is corrected nor will Contractor collect any MSW that is not in compliance with Town of Exeter Ordinances.

3.7 Collection of Municipal Waste

In addition, the Contractor shall pick up MSW from containers placed at municipal and public buildings and complexes as follows:

Location	Number	Size	Frequency
Public Works Complex	1	10 yard	Weekly
Water Treatment Plant	1	2 yard	Weekly
Town Office Building	1	2 yard	Weekly
Public Safety Complex	1	6 yard	Weekly
Senior Citizen Center	1	8 yard	Weekly
Transfer Station	3	8 yard	Twice Weekly

→ Rec Park

Containers must be in good working condition at all times. Containers must have doors and lids in working order at all times so that containers are able to contain materials and prevent spillage.

3.8 Collection of Recyclable Materials at Specified Public Locations

The Contractor shall also pick up recyclable materials placed in 10 yard containers, or other such size as may be appropriate for the location at 1 to 4 public locations throughout the Town of Exeter.

3.9 Commercial and Industrial Waste Not Collected

The Contractor is not required to collect non-qualifying commercial or industrial waste, but nothing in this agreement precludes the Contractor from entering into an Agreement with such commercial establishments for the collection and disposal of such waste.

Section 4. Contract Requirements

4.1 Term of Contract

The contract period will be for five (5) years beginning June 1, 2008, and ending May 31, 2013. The contract is based upon the Request for Sealed Proposal dated March 20, 2008, which is attached hereto and incorporated herein by reference. The contract may be extended upon the agreement of the parties for an additional three (3) years or any portion thereof.

4.2 Compensation

The Town agrees to the Annual Price of \$633,636 (six hundred thirty-three thousand six hundred thirty-six and no cents) for the contract period beginning June 1, 2008 and ending May 31, 2009. The Town shall pay an additional sum of \$9,546 (nine thousand five hundred forty-six dollars and no cents) representing the premium for the performance bond period described in Section 9.1. The first invoice of each contract year shall include the performance bond premium for that year.

4.3 Invoice and Payment

The Contractor shall be entitled to payments for services rendered as follows:

- (a) **Invoices:** Separate invoice shall be mailed monthly to the attention of the Director of Public Works, 13 Newfields Road, Exeter, NH 03833 for One-Twelfth (1/12th) of the annual contract price for MSW Services Contract. Invoices shall include copies of signed disposal tickets with location, date,

- time, vehicle identification, and weight of materials. Payment of the Performance Bond will be at the beginning of each year.
- (b) **Payment:** Payment by the Town of invoices submitted by the Contractor shall be made within thirty (30) days from the date of receipt of invoice, subject to deductions and/or claims for any failure by the Contractor to perform the work as specified.
 - (c) The Contractor shall retain all proceeds generated by the collection, processing and marketing of recyclable materials under this contract.
 - (d) **Contract Cost:** The annual contract price for collection, transportation and disposal of MSW and collection, transportation, processing and marketing of recyclable materials will increase or decrease on an annual basis starting June 1st of each succeeding year of the Contract, beginning June 1, 2009. The rate of increase or decrease will be based solely upon U.S. Department of Labor CPI-U, All City Average for December of the previous year. Price adjustments for additional services and/or Approved Units shall be based proportionately each year.

4.4 Non-Assignment of Contract

Neither the Contractor nor the Town shall assign, transfer, convey, pledge or otherwise hypothecate this Agreement or their rights, duties or obligations hereunder or any part thereof without prior consent of the other party, which consent the Contractor, nor sub-contract it in whole or in part, nor delegate any portion of the work to be performed to any other person, firm, corporation or entity without the prior written approval of such act by the Town, which approval may be withheld for any reason by the Town.

4.5 Secured Disposal Site

All MSW/Reclables shall be transported and disposed/processed at a site or facility designated by the Contractor that is legally empowered to accept the waste/materials for disposal/processing in accordance with all applicable federal, state, and local regulations. All MSW facilities (garbage and recycling) so designated must be licensed and/or authorized by either the State of New Hampshire, the State of Maine, the State of Massachusetts, and the municipality within which it is located.

4.6 Contract Administration

The Public Works Director shall administer the provisions of the Contract for the Town. All work shall be performed in a manner satisfactory to the Director and the Town Manager and shall be in compliance with all governmental regulations. Decisions of the Town Manager relating to administration of the Contract shall be final and a condition precedent to the right of the Contractor to receive payment under the Contract.

Section 5. Waste Collection Information

5.1 Collection from Public and Private Roads

The Contractor will be required to collect MSW and recyclables from all publicly maintained streets and roads in the Town of Exeter, and from all privately maintained streets and roads if currently serviced. If there are requests to service private roads the condition of such streets or roads must reasonably allow access for such collection and the following conditions shall apply:

1. A site visit shall determine that the road and travel conditions are safe

Or

1. The road conforms to the Town ordinances and Planning Board Subdivision regulations;
2. The road is a minimum of 24 feet wide
3. The road is regularly maintained to permit easy, year round vehicle access
4. The road is less than one-quarter mile in length

The Director of Public Works is the designated Town official responsible for determining whether a private road satisfies these standards.

5.2 Route Map

The Contractor shall submit a collection route map to the Public Works Director for approval within thirty days of the award of the Contract. If collection routes change from existing routes, upon receiving written approval from the Director, the Contractor shall place in a daily newspaper having general circulation in the Town of Exeter a copy of the approved collection route map one week prior to the first scheduled collection week beginning June 2, 2008, all at Contractor's expense.

5.3 Collection Procedures

- (a) ✓ In emptying solid waste and/or recyclable containers, the Contractor and his/her employees shall place, not drop or throw, the containers or bins on sidewalks, within two feet of the travel way or blocking driveways. The Contractor shall be responsible for all damaged solid waste containers, and shall pay for the replacement of damaged containers if, in the opinion of the Director of Public Works, insufficient care resulting in the damage was exercised by the Contractor's employees.
- ✓ (b) Any waste or recyclables dropped during handling shall be thoroughly cleaned up by the Contractor's employees.
- (c) No scavenging shall be performed or permitted along any street or road.
- (d) No waste or recycling collection truck shall be routinely emptied, or the load transferred, on any street or road in the Town, or in any other place within Town limits, except at a facility or location approved by the Director of Public Works. If the waste or recycling truck is mechanically disabled on a Town street or road, the Contractor will be authorized to transfer the load to a replacement truck. In any such circumstance, the Public Works Director's office shall be notified immediately.
- (e) If, in the opinion of the Contractor or his/her employees, the waste and/or recyclables at any designated stop covered by the Contract should not be collected due to a suspected violation of the Town's Solid Waste ordinance and or terms of the Contract, the waste and/or recyclable containers(s) shall be tagged. The Contractor shall attach such tag to the container stating the reasons for the refusal to collect, and the Contractor or his employee shall immediately report the incident to the Public Works Director. The Town shall review and approve the written language of the notice on the tag prior to its use by the Contractor.

5.4 Collection Schedule

- (a) Time of Collection. Curbside collection of garbage and recyclable materials shall be conducted Monday through Friday of each week except as limited by adverse weather conditions and holidays. Collection shall not commence earlier than 7:00 A.M. and shall not continue later than 6:00 P.M. on any scheduled collection day. The Contractor shall collect garbage and recycling on the same day each week.
- (b) Weather Conditions. The Contractor will not collect garbage or recyclables on a scheduled collection day if adverse weather conditions are predicted of sufficient severity to warrant a

postponement of collection services. In the event that predicted weather conditions may cause postponement, the Contractor will consult with the Director of Public Works a minimum of twelve (12) hours prior to the beginning of the scheduled collection time to request authorization to postpone scheduled garbage and recyclables material collection. Collections that were postponed due to weather shall be delayed one day for the remainder of the week. In no case shall garbage or recyclables collection be postponed more than two days.

- (c) Holidays. Collection of garbage and recyclable materials will not occur on the following observed holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Regularly scheduled collection of garbage and recyclable materials falling on these holidays shall be delayed one day for the remainder of the week following the holiday.

- (d) Employees and Complaints. A sufficient number of employees shall be employed by the Contractor to efficiently do the work. The Contractor shall immediately rectify all complaints of operation received by the Town Manager or his designee or the Contractor.

5.5 Customer Service Center

Never Return calls of emails

The contractor shall provide a customer service office with a toll-free telephone number. The customer service office shall be staffed with well trained customer service representatives. These representatives shall have direct communication contact with all collection vehicles operating in the Town and with the Administrative Offices of the Exeter Department of Public Works. The office shall be open and staffed whenever collection is taking place in the Town.

5.6 Contractor's Personnel

- (a) The Contractor shall assign a qualified person or persons to be in charge of operations in the Town and shall give the name or names to the Town.

- (b) The Contractor's collections employees conduct themselves in a professional manner at all times and adhere to the Contractor's Rules and Regulations.
- (c) Each employee shall, at all times, carry a valid operator's license for the type of vehicle they are driving.
- (d) The Town may request new assignment of personnel of the Contractor if the employee violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.
- (e) The Contractor shall provide operating and safety training for all personnel. Each vehicle shall be equipped with a first aid kit and a communication device.
- (f) The Contractor shall not deny employment for reasons of race, gender, creed or religion.
- (g) If necessary, the Contractor's employees shall visit the Public Works Office to coordinate with the Office Manager about collection issues.

Section 6. Equipment Requirements

6.1 Equipment Inventory

- (a) The Contractor shall provide an adequate number of vehicles for regular collection services. The equipment shall be kept in good repair, appearance, and in sanitary condition at all times. Each vehicle shall clearly identify with the company name and phone number on each side. Contractor must be capable of providing reliable service and provide back-up collection equipment upon request.
- (b) All leased equipment shall be identified separately and described as set forth herein. In addition, for each item of leased equipment, the Contractor shall disclose the time remaining on the lease and renewal options, if any. Photocopies of all existing signed lease agreement for any leased equipment identified in the inventory shall be provided.

6.2 Equipment Specifications

- (a) The Contractor shall use all metal, watertight, completely enclosed "packer type" vehicle bodies, designed and manufactured specifically for the collection of garbage and refuse to collect acceptable waste under the Contract. The level of compaction shall at all times be equal to that published by the vehicle's manufacturer. The compacting mechanism in the body of the vehicle shall be capable of compressing the

collected material to one-half or less of its original volume. The number and type of collection vehicles furnished by the Contractor shall be sufficient to handle the efficient and timely collection of all MSW (garbage and recyclable) material.

- (b) Truck hopper plugs shall be in place at all times. Trucks found performing collections without appropriate plugs in place in the drain holes of the hopper shall be precluded from further collections until hopper plugs are replaced and/or installed.
- (c) All vehicles used by the Contractor shall be equipped with a two-way radio providing direct communication with the Department of Public Works and the Contractor's customer service office.
- (d) All vehicles shall carry equipment suitable for use by collection crews in cleaning up all spills or breakage of MSW/Recyclables during collection. Additionally, Contractor shall be responsible for the cleaning and removal of any stains or spills on any public or private roadway resulting from the leakage of any fluids from any vehicle used by the Contractor.
- (e) All solid waste (garbage and recyclables) shall be collected by vehicles, which shall be emptied and void of all garbage or recyclables or other material prior to the commencement of a day's collection route.

6.3 Equipment Failure

Equipment failure resulting in the delay of collection must be reported to the Public Works Department within one-half hour of the occurrence. The Contractor will be required to dispatch his back-up equipment and continue the route within 1 hour of notification of breakdown.

Section 7. Compliance with Laws and Regulations

- 7.1 Contractor will comply with any and all federal, state, and local laws and regulations now in effect or hereafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.
- 7.2 The Contractor may petition the Town for rate adjustments at reasonable times on the basis of unusual changes in the cost of doing business from a result of: revised laws, ordinances, regulations or statutes. If the Contractor applies for an increase, the Contractor must provide a 60 day written notice of the increase, to the Town.

Have to ask
for them
↓

Section 8. Reporting

- 8.1 The Contractor shall provide monthly and annual reports for quantities of refuse/garbage disposed.
- 8.2 Monthly and annual reports shall be provided for recyclable material quantities by material and ultimate market. Under no circumstances shall acceptable recyclable materials be willfully disposed of at a landfill or other solid waste disposal facility.

Section 9. Required Bonds and Insurance

9.1 Performance Bond

The Contractor shall furnish the Town a Performance Bond for the faithful performance of this Agreement. It shall be executed by a surety company licensed to do business in the State of New Hampshire and shall be in the penal sum of \$9,545. Said Bond to be renewed annually on the anniversary date of the Agreement. Said bond shall indemnify the Town against any loss resulting from any failure of performance by the Contractor, not exceeding, however, the penal sum of the bond, unless such failure is a result of force majeure.

9.2 Insurance

The Contractor shall obtain and maintain throughout the term of this Agreement, at the Contractor's sole cost and expense, not less than the insurance coverage set forth below:

Coverages	Limits of Liability
Worker' Compensation	Statutory
Employer's Liability	\$1,000,000
Personal/Bodily Injury Liability	\$2,000,000 Combined Single Limit
Property Damage Liability	\$2,000,000 Combined Single Limit
Automobile Bodily Injury	\$5,000,000 Combined Single Limit
Automobile Property Damage	\$5,000,000 Combined Single Limit

Coverage includes all owned, non-owned, leased and hired automobiles.

9.3 Indemnity

The Contractor shall defend, indemnify and hold harmless the Town and its agents and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or

resulting from performance of the work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom caused in whole or in part by the negligent act or omission of the Contractor or any of its officers, agents, employees, representatives, anyone directly or indirectly employed by any of them or anyone who acts for them.

9.4 Collection on Non-Public or not Town-approved Roadways

To the extent the Contractor is performing services on any non-public or not Town Approved Roadway within the Town, any Indemnification from Contractor, as stated in Section 9.3 Indemnity above, shall not apply. Contractor shall have no liability for events stemming from performing services on such Roadways.

Section 10. Notices

All notices required or contemplated by this Agreement shall be personally served or mailed postage prepaid and return receipt requested, addressed to the parties as follows:

To the Town: Town of Exeter, NH
 10 Front Street
 Exeter, NH 03833
 Attn: Town Manager

To the Contractor: Northside Carting, Inc.
 210 Holt Road
 North Andover, MA 01845
 Attn: Robert George

And:

Or to such other address as the parties may designate in writing.

10.1 Point of Contact

All dealings, contact, etc. between the parties shall be directed by the Contractor to the Town, Town Manager or the Director of Public Works.

Section 11. Waiver

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provisions,

nor shall any failure to enforce any provision hereof operate as a waiver of such provision or any other provision.

Section 12. Titles of Sections

Section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding upon the parties.

Section 13. Amendment

This Agreement may be modified or amended only by a written consent duly executed by the parties hereto or their representatives.

Section 14. Severability

The invalidity of one or more of the phrases, sentences, clauses or Sections contained in this Agreement, shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated.

Section 15. Number of Copies

This Agreement may be executed in any number of counterparts, all of which shall have full force and effect of any original for all purposes.

Section 16. Bankruptcy

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the day and the time the bankruptcy petition is filed.

Section 17. Termination

17.1 In the event the Contractor materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this Agreement, Town shall notify the Contractor in writing of the nature of such default. Within thirty (30) days following such notice:

- (a) The contractor shall correct the default: or
- (b) In the event of a default not capable of being corrected within thirty days, the Contractor shall commence correcting the default within thirty days of the Town's notification thereof, and thereafter correct the default with due diligence.

17.2 If the Contractor fails to correct the default as provided above, Town, without further notice, shall have all of the following rights and remedies which Town may exercise singly or in combination:

- (a) The right to declare that this Agreement together with all rights granted the Contractor hereunder are terminated, effective upon such date and the Town shall designate; and
- (b) The right to license others to perform the services otherwise to be performed by the Contractor, or to perform such services itself.

Section 18. Successors and Assigns

No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the Town; in the event of any assignment, the assignee shall assume the liability of the Contractor.

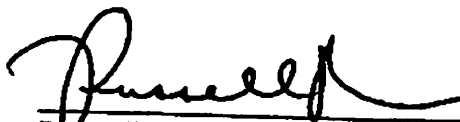
Section 19. Entirety

This Agreement and any Exhibits attached hereto contain the entire Agreement between the parties hereto as to matters contained herein. Any oral representatives or modifications concerning this Agreement shall be of no force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove written.

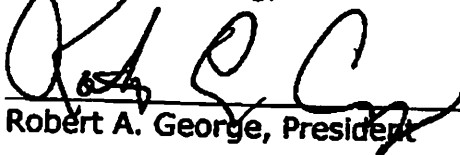
Town of EXETER, NH, a municipal corporation

Town Manager



Russell J. Dean

Northside Carting, Inc.


Robert A. George, President

CONTRACT EXTENSION AND MODIFICATION

This Contract Extension and Modification ("Extension") dated this 30th day of May, 2012, is made by and among the Town of Exeter ("Exeter"), a municipal corporation in the County of Rockingham organized under the laws of the State of New Hampshire, and Northside Carting, Inc. ("Northside") a Massachusetts corporation with business address at 210 Holt Road, North Andover, MA 01845.

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Exeter and Northside (collectively the "Parties") do hereby agree as follows:

The Parties agree to extend the Municipal Solid Waste (refuse/garbage) Collection, Transportation & Disposal and Recycling Materials Collection, Transportation, Processing & Marketing for the Town of Exeter, New Hampshire Agreement that the Parties entered into on May 23, 2008 ("2008 Agreement"), pursuant to Section 2 of the 2008 Agreement entitled "Term of Agreement." Section 2, of the 2008 Agreement, requires that any renewal term beyond the five (5) year term contained in the 2008 Agreement, be made in writing. This Extension is in fulfillment of that requirement. The Parties hereby agree to extend the 2008 Agreement for five (5) years, beginning June 1, 2012 and extending through and including May 31, 2017.

In exchange for Exeter agreeing to extend the 2008 Agreement for five additional years, Northside agrees to modify the charge rate for solid waste disposal as defined below. The charge rate below shall supersede any conflicting terms of payment described in the 2008 Agreement, in particular at Sections 2 and 4.3(d):

Fiscal Year 2012 - \$645,080.00
Fiscal Year 2013 - \$655,080.00
Fiscal Year 2014 - \$665,080.00
Fiscal Year 2015 - \$675,080.00
Fiscal Year 2016 - \$685,080.00

Exeter also agrees that by signing this Extension it certifies that this Extension has been sufficiently approved by the Town's Board of Selectmen, and further that any required annual funding will be sought at the Annual Exeter Town Meeting for each year of the Agreement or Extension period. This Extension is contingent upon the appropriation of the required funds at the Annual Exeter Town Meeting.

The Parties further agree to the following:

1. Inconsistency.

In the event of any conflict or inconsistency between the provisions of this Extension and the 2008 Agreement, the provisions of this Extension shall control in all respects.

2. Counterparts.

This Extension may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto so long as at least one counterpart is executed by each Party.

3. Law.

This Extension is executed under seal and it is governed by and construed in accordance with the laws of the State of New Hampshire.

4. Titles and Subtitles.

Titles of the paragraphs and subparagraphs are placed herein for convenient reference only and shall not, to any extent, have the effect of modifying, amending, or changing the express terms and provisions of this Extension.

5. Words and Gender or Number.

As used herein, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

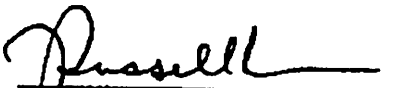
6. Severability.

In the event any parts of this Extension are found to be void, the remaining provisions of this Extension shall nevertheless be binding with the same effect as though the void parts were deleted.


7. Waiver.

No waiver provisions of this Extension shall be valid unless in writing and signed by the person against whom charged.

In Witness Whereof, the Parties have executed this Extension as of the day and year above written.



Russell J. Dean
Town Manager
Town of Exeter, NH



William Thomson
President
Northside Carting, Inc.

New Hampshire Municipal Association

THE SERVICE AND ACTION ARM OF NEW HAMPSHIRE MUNICIPALITIES

LEGISLATIVE BULLETIN

Good-Bye and Hello

In this unusual town meeting season, many local officials completed their terms of office last week, or this week—and some will next week. Whatever the timing, we thank all of you for the time and energy you have devoted to public service, including your work on behalf of NHMA. For those who have never served in local government, it is difficult to appreciate how much work and time are involved, and how thankless the task can be. We hope you will enjoy your time off.

Meanwhile, we enthusiastically welcome all of the new officials. We look forward to working with you in the coming years. Please be sure to let us know the e-mail addresses of the new officials in your town who should receive the *Legislative Bulletin*, so we can provide them with the latest legislative news. You can e-mail address changes to governmentaffairs@nhmunicipal.org. (Please also go into Member Directory Updates in the Member Toolbox section on [NHMA's website](#) to update all elected and appointed local officials and employees.)

Some who are new to local government may not fully appreciate the extent to which state legislation affects what happens at the local level—but you will learn quickly. We hope you will read the *Legislative Bulletin*, get to know your legislators, think about what you can do to influence state policy, and let us know when you have questions or ideas.

Blizzard Blues—Part II

While there remains disagreement in Concord about whether towns had authority to postpone their voting sessions due to the nor'easter on March 14, the focus has for the moment shifted to what to do next. Election and ballot question outcomes have been called into doubt as a result of the turmoil following the differing opinions issued the Monday before the storm.

SB 248, a bipartisan bill (described in last week's *Bulletin*) to ratify the postponed meetings, was heard before the Senate Election Law and Internal Affairs Committee Tuesday morning. There was standing room only in the hearing room, and interested people spilled into the hallway. Although the

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March 24, 2017

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hearing lasted much longer than the time allotted, senators very patiently stayed and heard testimony from numerous speakers for over one and one-half hours.

Of note, the Senate President, Speaker of the House, and Secretary of State all testified in opposition to the bill. They opposed a “blanket” ratification and wanted to kill the bill unless it became a study bill to be worked on later, including a case-by-case assessment of how each postponing town had handled the situation. Several state representatives testified, both for and against the bill. Municipal attorneys, moderators, clerks, and selectmen testified in favor of the need to ratify the meetings and described how difficult the postponement decision was, given the conflicting opinions they heard on March 13. One moderator stated that he agonized over the decision, opted to keep his town’s voting place open on March 14, and now regretted his decision. It was clear that no one took the question of moving the voting day lightly, and that moderators did so only after consultation with town attorneys, road crews, public safety officials, and other municipal officials. Nevertheless, they were chastised by some at the hearing for confusing voters by moving the voting sessions.

One of the most important speakers of the day was Attorney David Barnes—a familiar name to many in the municipal world, as he is bond counsel for most of the state’s cities, towns, and school districts. Every municipal official knows a bond cannot be issued unless bond counsel is satisfied with the legality of the process. Attorney Barnes’s testimony is excerpted here:

Acting under the authority of RSA 40:4(II), a number of New Hampshire towns and school districts that were scheduled to hold ballot voting on annual meeting day (March 14) postponed and rescheduled these “deliberative sessions or voting days” as a result of the “weather emergency” created by that day’s snow storm. While such action was consistent with advice that many of these communities received from their legal counsel, opinions to the contrary were voiced by the Secretary of State and Governor, who expressed the view that RSA 40:4(II) does not give New Hampshire towns and school districts the legal ability to postpone and reschedule “elections.”

Given these conflicting interpretations of RSA 40:4(II), in the event that bond issues are approved by any towns or school districts at postponed and rescheduled meetings, in our capacity as bond counsel we would not be in a position to issue “clean” approving bond counsel opinions with respect to such bonds in light of the “high degree of certainty” standard to which we are held. As such, as a practical matter, it is unlikely that the financing of these projects will be able to proceed without legislative action to legalize such proceedings.

Consistent with the foregoing analysis, the passage of SB 248 will enable us to issue clean bond counsel approving opinions for any communities that authorized the issuance of bonds at annual meetings that were postponed and rescheduled from the originally scheduled meeting date of March 14, 2017.

One of the final speakers was a representative from the Attorney General’s office, who stated that the official state position during the Governor’s conference call was that municipalities should hold their elections. She also said, however, that there was legitimate confusion regarding whether moderators have authority under RSA 40:4, II to postpone an election, and that moderators’ decisions to do so were “reasonable.” You can find the audio recording of the full hearing [here](#).

So where do we stand now? **SB 248**, amended by the committee to become a study bill, goes before the full Senate next week with the expectation that more substantive language regarding the postponed meetings will be added in the House. NHMA has met with the House Speaker and the

Secretary of State to talk about how to move forward. Instead of a blanket ratification, they are looking at passing a chapter law that authorizes each postponing municipality to conduct a ratification vote at a special town meeting. Obviously, nothing is close to final yet.

State Budget Update Additional Money for Cities and Towns!

This week the three divisions of the House Finance Committee completed work on their respective portions of the biennial state operating budget contained in **HB 1** and **HB 2**, in preparation for a full Finance Committee vote next week on what will become the recommended House budget. While the amount of the fiscal year-end surplus at June 30, 2017, as well as revenue estimates through June 2019, is still up in the air (and probably will be until the very end of the budget process), there were several appropriation proposals presented this week that, if passed, will provide significant additional aid to cities and towns:

- **Property tax relief: \$25 million in fiscal year 2018 and \$25 million in fiscal year 2019** for aid to cities, towns, and unincorporated places to be distributed on a per capita basis by September 1 of each year. This is not a reinstatement of the old “revenue sharing” program (which also happened to be approximately \$25 million per year), but a one-time biennial appropriation in **HB 2** intended to provide property tax relief to municipalities, which we understand is a priority of House leadership. The amendment to **HB 2** indicates that this additional aid will not be considered unanticipated revenue under RSA 31:95-b.
- **Road and bridge aid: \$30 million** for municipal roads and bridge aid, to come from surplus funds (*i.e.*, fund balance) as of June 30, 2017. Of the \$30 million, **\$15 million** will be distributed in accordance with the current “Apportionment A” formula for highway block grants, which is based upon population and municipal road mileage. This would be in addition to the regular highway block grant funding, which is estimated to be approximately **\$35 million** each year of the biennium. This additional \$15 million, which would be distributed in fiscal year 2018, would represent approximately a 42 percent increase in highway block grant funding for that year.

The remaining **\$15 million** would be appropriated for municipal bridge aid, in addition to the **\$6.8 million** currently in the budget each year, and would be used to accelerate and advance municipal red-list bridge projects that are currently enrolled in the state bridge aid program. Projects funded by this additional \$15 million would be prioritized based on availability of municipal matching funds (typically 20 percent), design readiness, and bridge condition. This influx of additional bridge aid funding should result in an estimated 20 projects being advanced, which represents the approximate number of projects typically completed in a 2-year period. This should help advance most projects currently on the state aid bridge list (which goes until 2026) by at least 2 years.

This funding for roads and bridges is similar to the Governor’s proposal for an “Infrastructure Revitalization Trust Fund” for targeted aid, but provides direct appropriations to existing state aid programs rather than setting up a separate trust fund with a separate commission to decide new eligibility criteria for project selection. We agree that direct funding to existing state aid programs is a more efficient means of dispersing additional funds for infrastructure improvements.

(State Budget — Continued from Page 3)

This funding is also similar to action taken by the Senate Thursday on **SB 38**, which appropriates \$36.8 million for municipal roads and bridges, also from the June 30, 2017 surplus. **SB 38** allocates the funding a bit differently than the House proposal, with \$30 million distributed under the current Apportionment A formula and \$6.8 million to the municipal bridge aid program. **SB 38** passed the Senate unanimously, and although it is currently a separate bill, we expect it to be rolled into the biennial budget eventually. It is very encouraging that the Governor, the House (at least at the Finance subcommittee level so far), and the Senate have each put forth proposals that address the need for state funding of local infrastructure.

- **State aid grants for water and wastewater projects: \$2.2 million** to fund the wastewater projects listed in **HB 119, an NHMA policy bill**. This is in addition to the funding included in the Governor's budget for existing water and wastewater projects, which totals **\$11.58 million** over the biennium. Funding for all of these projects will come from the Drinking Water and Ground Water Trust Fund that was established last year in **SB 380**.

Other state aid included in the Governor's proposed budget remains unchanged by the House Finance divisions, including meals and rooms tax distribution of **\$68.8 million** each year of the biennium and flood control reimbursements budgeted for **\$866,250** each year.

Each of the three divisions will present and explain its changes to **HB 1** and **HB 2** to the full House Finance Committee next **Monday, March 27, at 10:00 a.m., in LOB Room 210**, with a committee vote expected on **Tuesday, March 28**. A presentation to all House members will then be held the following week, with a final vote on the House budget expected on or before April 6.

We truly appreciate the recognition that House leadership and the Senate have shown so far in the budget process in helping to restore state aid to municipalities in the upcoming biennial budget! *However, please understand that the House budget proposals still have a long way to go*—approval by the full Finance Committee, then approval by the full House, and then the whole process begins anew in the Senate. We encourage you to contact members of the House Finance Committee, and urge them to support the funding for cities and towns included in the divisions' recommendations.

Senate Hearing on Municipal Transportation Improvement Fee

On Wednesday, the Senate Public and Municipal Affairs Committee heard testimony on **HB 121**, an **NHMA policy bill** that would increase from \$5 to \$10 the maximum fee that a municipality may collect under RSA 261:153, VI, in addition to the annual municipal motor vehicle registration fee. There was overwhelming support for the bill, which, by vote of the local legislative body, helps raise money for a transportation improvement fund to pay for local or regional transportation systems, including roads, bridges, bicycle and pedestrian facilities, parking and intermodal facilities, and public transportation.

Municipal and transportation officials testified about the variety of uses for these funds, highlighting the fact that expenditures from the fund are appropriated by the local legislative body to address specific transportation needs of the community from which the money is raised. Just like

(Transportation Improvement Fee— Continued from Page 4)

the initial establishment of the fee, any increase in the fee due to passage of **HB 121** will need to be presented to, and voted upon by, the local legislative body (*i.e.*, town meeting, town or city council or board of mayor and aldermen). One municipal official stated that when the purpose of the fee is explained, particularly to newcomers registering vehicles, there is general support since the money raised never leaves town, and residents have a say on the specific projects funded by the fee.

As we have stated in past *Bulletins*, the transportation improvement fund is a textbook example of local control. **HB 121** merely raises the cap on the fee in recognition of the inflationary impact since 1997, when the \$5 fee was first authorized.

Unfortunately, we sensed a rather lukewarm response to the bill from some committee members. Whether your municipality currently assesses this local option fee or not (but you may want to do so sometime in the future), please contact members of the Senate Public and Municipal Affairs Committee and urge support of **HB 121**.

Domicile Bill Improved, Still Has Problems

We reported in *Legislative Bulletin 11* about **SB 3**, a bill that narrows the definition of “domicile” for voter registration purposes and establishes stricter requirements to prove domicile for those who register at the polls or within 30 days before an election. We explained at the time that the bill would create significant headaches for local election officials, and cited a number of specific problems with the bill.

The Senate Election Law and Internal Affairs Committee has addressed several of those problems in an amendment that will go to the full Senate next week. Among other changes, it eliminates the requirement that someone registering at the polls produce a letter from his or her spouse/parent/landlord/roommate if the registrant’s name is not on the deed or lease to his or her property. Under the amendment, such a letter is required only if the person has no other proof of domicile, and it may be delivered after election day.

The amendment also clarifies that a person registering at the polls without proof of domicile needs to provide evidence, after the election, of only one of the many attributes of domicile listed on the voter registration form. It shortens the election-day registration form itself by moving the long list of recognized “verifiable acts” to an addendum that would be provided only to those who do not provide proof of domicile when registering.

The amendment eliminates the possibility that supervisors of the checklist will ask local police officers to visit a voter after an election to verify that he or she has established domicile. However, it still provides for the possibility of visits by other local officials, which seems inappropriate, and it removes the option to have the secretary of state send a letter of domicile verification, thus leaving the supervisors on their own. It also adds an option—admittedly not a requirement—that supervisors of the checklist verify domicile after the fact by “[e]xamining public records held by the town or city clerk, municipal assessing and planning offices, tax collector, or other municipal office that may house public records containing domicile confirmation.” Again, this does not seem like an appropriate task for the supervisors.

(Domicile Bill— Continued from Page 5)

In spite of the improvements, we remain concerned about the complexity of the registration form and the domicile verification process. It still appears likely to create long lines at polling places and significant complications for election officials.

Further, there remain some internal inconsistencies in the bill. For example, the amendment states that if a person registers at the polls and does not provide evidence of domicile either at that time or within a specified time thereafter, the supervisors shall take steps to verify the person's domicile. But it also states that the supervisors shall report that person's name to the secretary of state and shall initiate removal of his or her name from the checklist. This leaves it unclear what is to be done if the supervisors confirm that the person actually has established domicile, and whether there is even any point to doing so. In addition, the election-day registration form contains the statement, "Failing to report and provide evidence of a verifiable action will prompt official mail to be sent to your domicile address by the secretary of state to verify the validity of your claim to a voting domicile at this address." But, as noted above, the option to have the secretary send a verification letter has been removed from the bill. Finally, there are inconsistent statements throughout the bill about whether a person is required to provide evidence of a verifiable action, or even required to have taken a verifiable action, to establish domicile in order to register.

These inconsistencies indicate that the bill still needs significant work. As we stated previously, the next state election is about 20 months away, and there should be no hurry to implement such complicated changes in the law. If senators believe there is truly a problem with voter domicile that needs to be addressed, we encourage them to re-refer the bill to the committee for further work.

Senate Passes MS4 Study Commission Bill

The Senate this week passed **SB 121**, which would create a commission to determine whether "the Department of Environmental Services should take over the MS-4 permit system from the Environmental Protection Agency, and if so, to recommend a fee structure that would pay for the department to hire the required number of employees to manage the issuance of permits."

"MS4" stands for "municipal separate storm sewer system," and there are 61 municipalities in New Hampshire that are subject to the EPA's MS4 general permit. Local officials in the affected municipalities probably are familiar with the program; for those who are not, there is not sufficient space here to get into it. If yours is one of the affected municipalities, talk to your public works director—he or she is probably on top of it.

We understand that New Hampshire is one of only three states in the nation in which administration of the program remains with the EPA, rather than having been delegated to the state. The **SB 121** study commission would consider whether New Hampshire ought to seek delegation to the state DES. We have no position on the ultimate question, but it is an important and extremely complicated subject that warrants study. The bill still needs to go through the House.

HOUSE CALENDAR

WEDNESDAY, MARCH 29, 2017

EXECUTIVE DEPARTMENTS AND ADMINISTRATION, Room 306, LOB

1:00 p.m. **SB 201-FN**, relative to providing pamphlets containing the asbestos regulations to persons engaging in renovation or demolition of structures.

TUESDAY, APRIL 4, 2017

ELECTION LAW, Room 308, LOB

10:20 a.m. **SB 108**, relative to absentee ballot applications.

10:40 a.m. **SB 113**, relative to an electronic poll book trial program. **NHMA Policy.**

SENATE CALENDAR

TUESDAY, MARCH 28, 2017

ELECTION LAW AND INTERNAL AFFAIRS, Room 102, LOB

9:00 a.m. **HB 389**, relative to voters with physical disabilities.

9:15 a.m. **HB 390**, relative to parties on certain election forms and ballots and relative to the voter registration form used on the day of the general election.

9:30 a.m. **HB 430**, relative to recording voters' out-of-state drivers' licenses.

9:45 a.m. **HB 453**, relative to vacancies in the office of supervisor of the checklist.

ENERGY AND NATURAL RESOURCES, Room 103, SH

9:30 a.m. **HB 507**, establishing a committee to study the responsibility of a person who through their pollution makes drinking water non-potable.

10:15 a.m. **HB 258**, relative to the submission and approval of subsurface sewage disposal system plans.

JUDICIARY, Room 100, SH

9:30 a.m. **HB 178**, establishing a commission to study processes to resolve right-to-know complaints.

HOUSE FLOOR ACTION

Thursday, March 23, 2017

HB 173, relative to regulations restricting the use of water for outdoor usage. **Passed with Amendment.**

HB 354-FN-A-LOCAL, making an appropriation to the department of education to provide additional adequate education grant payments to certain municipalities. **Passed with Amendment.**

HB 380-FN, relative to the oil discharge and disposal cleanup fund. **Passed.**

HB 568-FN, relative to the taxability of lease interests in public property. **Passed.**

HB 654-FN, (New Title) establishing a committee to study the regulation and taxation of vacation rentals and short-term rentals. **Passed.**

SENATE FLOOR ACTION

Thursday, March 23, 2017

SB 49, relative to permits for solid waste facilities. **Re-referred.**

SB 121, relative to the MS 4 list of the department of environmental services. **Passed with Amendment.**

SB 136, eliminating the land use board and requiring approval of federal land acquisitions by the governor and council. **Re-referred.**



UPCOMING EVENTS FOR NHMA MEMBERS

March 31, 2017 Workshop FULL	The Intersection of Land Use and Road Law: A New Hard Road to Travel Workshop
October 27, 2017 9:00 a.m. – 1:00 p.m.	The Intersection of Land Use and Road Law: A New Hard Road to Travel Workshop
April 10, 2017 12:00 – 1:00 p.m.	Webinar - A Halftime Report: The Legislature at Crossover
April 12, 2017 12:00 – 1:00 p.m.	Webinar - Here Comes the Parade: Are Your Volunteers and Recreational Staff Ready?
2017 Local Officials Workshops - 8:30 a.m. – 4:00 p.m.	
April 13, 2017	Peterborough Recreation Center
April 19, 2017	Grantham Town Offices
May 4, 2017	Sugar Hill Meeting House
May 10, 2017	North Conway Water Precinct
May 23, 2017	Stratham Municipal Center
June 3, 2017	Concord NHMA Offices

Please register through our website: www.nhmunicipal.org by scrolling down on the left under Calendar of Events
For more information or questions, please call 1-800-852-3358, Ext. 3350.

Town
of
Exeter



Russ Dean <rdean@exeternh.gov>

Article Percentages

Russ Dean <rdean@exeternh.gov>

Fri, Mar 17, 2017 at 9:53 AM

To: Anne Surman <annesurman3@gmail.com>, "Daniel W. Chartrand" <dchartra@rcn.com>, Don Clement <dclement43@comcast.net>, Julie Gilman <juliedgilman@comcast.net>, Nancy Belanger <nbelanger411@gmail.com>, Sheri Riffle <sriffle@exeternh.gov>

Good morning all,

For those interested, here were the percentages from last night's warrant.

A very positive night for all town articles.

Thank you,

Russ

 **FY17 Results by Percentage.xlsx**
13K