

**Exeter Board of Selectmen Meeting
Monday, May 8th, 2017, 6:50 p.m.
Nowak Room, Town Office Building
10 Front Street, Exeter, NH**

1. Call Meeting to Order
2. Board Interviews – Economic Development Commission
3. Public Comment
4. Minutes & Proclamations
 - a. Proclamations/Recognitions
5. Approval of Minutes
 - a. April 24th, 2017
6. Appointments
 - a. Historic District Commission
7. Discussion/Action Items
 - a. Public Hearing: 2017 Town Election Ratification
 - b. Bond Documents: Lincoln Street Phase 2 and Court Street projects
 - c. Chamber of Commerce Lease Proposal Update
 - d. 79E Covenant: 1-9 Water Street
 - e. Water Restrictions Update
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: 5/5/17 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

APR 24 2017

Received



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

Statement of Interest Boards and Committee Membership

Committee Selection: Economic Development Commission

New Re-Appointment Regular Alternate

Name: Mike Dawley Email: dawleymj@gmail.com

Address: 10 Hunter Place Phone: 778-9438

Registered Voter: Yes No

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

6 years - Exeter Planning Board (including chairman)

15 years - Zoning Board of Adjustment (including 3 terms as chairman)

10 years - EDC (including 5 yrs as chair)

4 yrs - Budget Rec Comm

* would like to help EDC become more relevant by being more task/project oriented

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: Mike Dawley

Date: 4/22/17

Draft Minutes

Exeter Board of Selectman

April 24, 2017

1. Call Meeting to Order

Chairman Don Clement called the meeting to order at 6:50pm in the Nowak Room of the Exeter Town Offices building. Other members present were Vice Chair Ann Surman, Clerk Kathy Corson, Julie Gilman. Town Manager Russell Dean was also present.

2. Board interview-Historic District Commission

The Board conducted an interview with Greg Colling of 8 High Street for a position on the Historic District Commission. Mr. Colling owns the Simeon House is a professional architect and very well versed in historic preservation. Mr. Colling cited the challenges of preserving historic structures without making them unaffordable. He cites the Custom House and Maritime Museum of Newburyport as favorite projects. It was suggested that Mr. Colling could contribute to work on flexible zoning if that were to be brought back for consideration. The Board thanked Mr. Colling for his time.

3. Bid Openings—Solid Waste Collection Request for Proposals

Mr. Clement opened the responses.

Casella Waste Management, Salem New Hampshire: Total Bid: \$1,000,074.00

- Curbside Bulky Pickup: \$13,500
- Weekly Curbside: \$20,000
- Curbside Yard waste: \$13,500
- Performance Bond Quote for first 12 months: \$16,000

Waste Management, Rochester New Hampshire

- Total Bid: \$862,722
- Curbside: Included in the cost
- Bulky Pickup: No bid
- Curbside Yard Waste Pickup: \$14,400
- Performance Bond quote for first 12 months: \$6,029.23

MOTION: Selectwoman Surman moved to move the bids to the department of public works for review, Selectwoman Corson seconded. The motion passed unanimously.

4. Public Comment

There was no public comment.

5. Minutes & Proclamations

There were none.

6. Approval of Minutes

- a. April 17, 2017

Selectwoman Surman said on page 7, section D, 4 sentences from bottom. "Ms. Surman said not sure" this should read Ms. Surman said she is not sure". On page 2 on the bottom, the last paragraph, this should read 1-9 instead of 19. Selectman Clement had a few edits, should read "Mr. Clement reported that there was a suggestion for a sign warning of rapids to be replaced above the bridge." Mr. Clement also said where it says, "Pickpocket Park" it should read "Pickpocket Dam". Under select board reviews, where it says, "was not disapproved" It should read "They had no objections to the conditional use permit".

MOTION: Selectwoman Surman moved to approve the April 17, 2017 meeting minutes as amended. Selectwoman Gilman seconded. The motion passed unanimously.

7. Appointments—2017 Committee Reappointments

Conservation Commission: Selectwoman Surman is listed as seeking reappointment, she is the Selectboard rep and not seeking reappointment. Mr. Dean said this was written his way because of previous conversation on this matter. Mr. Clement felt that it did not serve a purpose as having Selectwoman Surman as an alternate. Selectwoman Surman did not want to take up a spot of someone who wanted to serve.

MOTION: Selectwoman Surman moved to appoint Todd Piskovitz to the Conservation Commission as a voting member with a term set to expire 4/30/20, Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectwoman Surman moved to appoint Alyson Eberhardt as a voting Member of the Conservation Commission with a term set to expire 4/30/2020, Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectwoman Surman moved to appoint Kathy Lewis Thompson as voting member of the Exeter Arts Committee with a term ending 4/30/2020, Selectwoman Corson seconded. The motion passed 3-1. Selectwoman Gilman in the nay.

MOITON: Selectwoman Surman moved to appoint as a voting member to the Exeter Arts Committee Scott Ruffner with a term ending 4/30/2020, Selectwoman Corson seconded. The motion failed 1-3. Corson aye, Clement, Surman and Gilman nay.

MOTION: Selectwoman Surman moved to appoint as a voting member to the Exeter Arts Committee Karen Derosiers with a term ending 4/30/2020, Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectwoman Surman moved to appoint Madeleine Hamel to the Exeter Economic Development Commission as a voting member with a term to expire 4/30/2020, Selectwoman Corson seconded. The motion passed unanimously.

MOTION: Selectwoman Surman moved to appoint Jason Proulx as a voting member with term ending 4/30/20, Selectwoman Gilman seconded. Selectwoman Corson said they have received two applications for this Board and Mr. Proulx has attended maybe 3 meetings in the last couple years. We have two people who are interested on being on the Board and she would like to have people who participate. She will be voting no on Mr. Proulx because of this.

The motion failed 1-3. Surman, Clement and Corson voted nay.

MOTION: Selectwoman Surman moved to appoint Lionel Ingram as a voting member to the River Advisory Committee with a term set to expire 4/30/20, Selectwoman Gilman seconded. The motion passed unanimously.

MOITON: Selectwoman Surman moved to appoint Rod Bourdon as a voting member to the River Advisory Committee with a term set to expire 4/30/20, Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectwoman Surman moved to appoint Maura Fay to the Heritage Commission as a voting member with a term set to expire 4/30/20, Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectwoman Surman moved to appoint Patrick Gordon to the Historic District Commission as a voting member with a term set to expire 4/30/20, Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectwoman Gilman moved to appoint Valerie Ouellette to the Historic District Commission as a voting member with a term set to expire 4/30/20, Selectwoman Surman seconded. The motion passed unanimously.

MOTION: Selectwoman Surman moved to appoint Kelly Bergeron to the Planning Board as a voting member with a term set to expire 4/30/20, Selectwoman Gilman seconded. The motion passed unanimously.

MOITON: Selectwoman Surman moved to appoint Aaron Brown to the Planning Board as a voting member with a term set to expire 4/30/20, Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectwoman Surman moved to appoint Katherine Woolhouse to the Rockingham Planning Commission as an alternate with a term set to expire 4/30/21, Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectwoman Surman moved to appoint Rick Thielbar as a voting member to the Zoning Board of Adjustment with a term set to expire 4/30/20, Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectwoman Surman moved to appoint Kevin Baum to the Zoning Board of Adjustment as a voting member with a term set to expire 4/30/20, Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectwoman Surman moved to appoint Martha Pennell to the Zoning Board of Adjustment as alternate with a term set to expire 4/30/20, Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectwoman Surman moved to appoint David Michelsen as voting member to the Water and Sewer Advisory Committee with a term set to expire 4/30/20. Selectwoman Gilman seconded. The motion passed unanimously.

Selectwoman Corson asked if everyone who stepped down from a Board receive a Thank you letter from the Board of Selectman and Mr. Dean said they would be happy to do this.

MOTION: Selectwoman Surman moved to appoint John Tremblay to the Economic Development Commission with a term set to expire 4/30/20, Selectwoman Gilman seconded. The motion passed unanimously.

8. Discussion Action/Items

a. 2017 Memorial Day Parade Update

Jim Faber, Chairman of the Memorial Day Parade Committee appeared before the Board. They have been working on this event since October. This year will be different than previous years, and will be more formal with more events. Mr. Faber presented a PowerPoint presentation to the Board. There will be static events at various locations. There is still a lot of work to do, but they are moving along. The Parade is Memorial Day, Monday May 29th and it starts at Swasey Parkway at 10AM. Selectwoman Surman was impressed that they were keeping this going, as the last few years it had become somewhat small. She had a question about where Irish Step dancing fit into Memorial Day. It was explained that it was to attract children and they had been in previous years. They thought it was entertainment for children and they had been in previous years. Selectman Clement thanked Jim and the other board members for their work.

b. Lincoln Street Phase II Design Engineering Contract

Jennifer Perry, Director of DPW appeared before the Board. She explained that CMA was the design team involved with phase 1 on Lincoln Street, they are here now to commence the design of phase II. This will not just include underground utilities but will also include some streetscape components. This will be a very publicly driven process, and they have set aside quite a bit of time that will include public meetings and engaging with residential and commercial districts. They want to make sure they have a project that encompasses the needs of that area. This would be an amendment to the original contract in the amount of \$172,500.00, which is below the estimate that had been carried so far.

Arthur Baillargeon asked if there was a date set for the public meetings yet?

Ms. Perry said they were not set yet, but they will be public noticed and they will make sure people are aware of those. Selectwoman Surman asked when construction would start, and it was confirmed that it would be designed this year, and construction was slated for 2018.

MOTION: Selectwoman Surman moved to approve the amendment to Agreement for Engineering Design Services with CMA Engineers in the amount of \$172,500 and to authorize the Town Manager to sign said contract amendment. Selectwoman Gilman seconded. The motion passed unanimously.

c. 79E Covenant Determination: 1-9 Water Street

Selectman Clement said a Covenant Draft with dates was in the packet to the Board. They did a draft that suggested the covenant would last as long as the tax relief would last. Darren Winham appeared before the Board to discuss the project. Both sides had the covenant looked at by legal representatives and they all felt that it was acceptable. Selectwoman Corson asked what the assessment was based on, now or when the work is completed. It was explained the incentives start when the work is completed and they use today's assessed value because once they vote on this it locks in at today's value.

Selectwoman Corson requested that they add the phrase “will commence not later than April 24, 2020 and then end nine years from commencement date” to specify. Selectman Clement thought if this change was made this would need to go back to legal counsel. This was discussed at length. Selectwoman Gilman said on first page, second paragraph when you get into the line “Grantee has determined that the property is on the national register” they have not done this, it is just in an important district and that the national and state register should be removed. Selectman Clement would like to see it say accepted by Town of Exeter, Board of Selectmen and not the town manager.

MOTION: Selectwoman Corson moved to conditionally approve the covenant to protect public benefit for Soaring Hawk LLC of 1-9 Water Street with the following changes on page 1 paragraph 2 strike listed on the national register and state register. On page 3, will change “on the assessment on the property provided that grantor complies with all the terms of the agreement” and “end nine years from tax relief commencement date”. Also, adjust to have this signed by the Selectman. Selectwoman Surman seconded. Selectwoman Corson withdrew her motion and Selectwoman Surman withdrew her second.

Selectwoman Gilman is not crazy about doing it this way but it would be speed things up for the applicant. Selectwoman Clement agreed, this document cannot be signed until they have legal sign off. Selectwoman Surman asked if they knew if there was a week, they call a special meeting before the work session next week. Selectwoman Gilman agreed and requested that they withdraw this motion. Mr. Winham asked if everything could be signed off on if there could be a special meeting for next week as the extra week would be great for construction.

d. SAIL Grant Application Letter of Support

Dave Sharples, Director of Planning appeared before the Board to discuss the SAIL Grant. This grant is being funneled through the regional planning commissions. They decided to pursue funding for community outreach effort and the RPC. They are seeking \$6500 for the project and there is no cash match required from the town. They are proposing \$1500 in staff time though. Without objection, the town manager can sign the letter of support, but he wanted to present this to the Board first.

MOTION: Selectwoman Surman moved to endorse the letter of support for the setting sail application and giving Mr. Dean the authority to sign the letter. Selectwoman Corson seconded. The motion passed unanimously.

e. Chamber of Commerce Lease Proposal Update

Mr. Dean explained that at the last meeting a few issues came up with a few rooms on the second floor of the Town Hall. Pictures were taken to show the Board how these rooms were being used. Mr. Dean feels there is some overlap of the Christmas items that are contained in here. The Chamber just wanted to memorialize that it was OK to continue using the rooms that are already being used. In terms of the ventilation system they have a quote of just over \$7700.00 and they would use this quote to improve the space. They are also not moving their full operations over to this building. They did talk about the \$8000 and they need to get back to the town on this as far as the rent amount. From the Chambers perspective, they are talking to their executive board and will come back to this Board about these items.

Beth Dupell of the Holiday Lights Committee: That shared room is very important to the holiday lights committee and 95% of the items in that room are holiday lights committee. It is important to have all the supplies local and easily accessible.

Selectwoman Surman asked if they were still interested in the upper rooms, and it was explained the Chamber is but would like to have a memorialization of the usage. Selectwoman Corson is confused about making a decision where there is some space confusion. There are improvements being made and is there better use of this space for town employees. Selectman Clement thinks this is great town space and he is always reluctant to commit to the space they have. Having said that, there needs to be an investment to bring this up to the code but there is a possibility the town could utilize this space. He is reluctant to tie up this room and he still hasn't heard from the chamber on the terms they would like in the lease. Selectwoman Corson felt there were too many questions, she would like to see what it would look like, what the signage would be. Selectwoman Gilman said this space hasn't been used since the court left, and in the interim the chamber could use this space. Selectwoman Surman said she agreed with this, but she really thinks the chamber needs to come here to explain their intent. They do not have enough details from the chamber. Selectwoman Corson would like to hear from the town as well as to what they could use this space for if there is any interest and if they could afford it.

f. Facilities Committee Discussion

Selectman Clement explained that this had been discussed previously and moving forward to try to find volunteers. The charge is approved, but they have not had anyone come forward to participate. They have had two library trustees who have said they would be interested in participating in a group like this, and a few other committees have had members who have stated interested in this. Selectman Clement had concerns about the two members from library trustees because it should be broader than two from same committee. They also have not advertised it much and they should advertise more. Selectwoman Corson said there previously was a committee and they could reach out to those people again.

9. Regular Business

a. Permits & Approvals

MOTION: Selectwoman Corson moved to approve veterans credit for 74/77/3 for \$500.00, Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectwoman Corson moved to approve a disability exemption for 95/64/295 for \$125,000 Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectwoman Corson moved to approve disability exemption for 95/64/214 for \$125,000, Selectwoman Gilman seconded. The motion passed unanimously.

MOITON: Selectwoman Corson moved to approve Elderly Exemption for 95/64/317 for \$152,251, Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectwoman Corson moved to approve Elderly Exemption for 52/43 for \$236,251, Selectwoman Gilman Seconded. The motion passed unanimously.

MOTION: Selectwoman Corson moved to approve yield tax for 61/28 for \$154.74, selectwoman Gilman seconded. The motion passed unanimously.

Discussion on the land use change tax ensued. This is for new residential development on Garrison Lane.

MOTION: Selectwoman Corson moved to approve the land use change tax for 32/6/2 for \$2200.00, Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectwoman Corson moved to approve land use change tax for 61/28 for \$15,070. Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectwoman Corson moved to approve land use change tax 61/29 for \$14,770. Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectwoman Corson moved to approve land use change tax for 61/30 for \$14520.00, Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectwoman Corson moved to approve land use change tax for 61/31 for \$960.00, Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectwoman Corson moved to approve land use change tax for 61/32 for \$14,230.00, Selectwoman Gilman seconded. The motion passed unanimously.

MOTION: Selectman Clement moved to table the town hall requests until the next meeting, Selectwoman Surman seconded. The motion passed unanimously.

b. Town Managers Report

Mr. Dean explained that they swore in a new police officer and he had a regular agenda meeting with the chairman on the 21st. They sent an email to the Sportsmens Club about what was discussed at the last meeting and asked them to watch the stream to hear the concerns. They had a question about speed limits in residential areas and he spoke with Chief Shupe to update the ordinance on speed limits. They do have some issues, and they have discovered some issues. Ms. Perry has written a letter to the DOT on the flashing beacon that they plan to remove and this can be coupled with the letter from Riverwoods Drive. Mr. Dean worked with the assessors to get TIF values and updated information for a couple other projects. They worked with the DPW and purchasing for emergency orders for the sewer line repair.

Selectwoman Surman asked how they would classify the welfare position because it's morphed. She is not necessarily opposed to this, but it is never a good idea to create a position based on the person involved. If the person was to leave what do you hire for? They have to look at this for the future and not just for the job today. To support the town manager and support welfare they need to flush this whole thing out. Mr. Dean said to classify this, the job title would not change it would stay as it is, they would just add the welfare administrative duties as part of the day to day jobs. If someone was to leave the position, if it is set up more flexible they have the option to take up changes at any time. This has been discussed at budget recommendation committee previously. The current employee has taken on this and doing a very good job and he fully supports her. Selectwoman Surman asked if there have been any conflicts previously. Mr. Dean said that when the town had the separate employee they were part time and she was serving as the backup then as well. If she needs to meet with someone she brings them into her office and closes the door, from a workflow perspective it works.

Selectman Clement was disappointed that he just made the appointment and not just the recommendation of the appointment. Selectman Clement clarified that the Town Manager has not appointed a welfare director, and that was confirmed. Selectman Clement was very concerned about the privacy due to the office setup. Any client in there does not have any privacy. The physical setup has a lot of issues. If this is going to continue they need to talk about the physical office setup. Selectwoman Gilman felt they are treating people who require services very well and the description of the tasks and how they are handled is not unknown to her as being handled in this way previously.

For HB329 they have to post 72 hours in advance and open a public hearing and ask about public comment, and hear public comments and then close the public hearing and then ratify the election results of March 16th. Selectman Clement felt they wanted to do this sooner rather than later, should they wait until the May 8th meeting or should they do this earlier. Mr. Dean initial thoughts are that since there are about 80 towns in the same boat, that May 8th sounds acceptable to him. Since this is so new, he would like to check against other feedback and do some due diligence.

c. Selectman Committee Reports

Selectwoman Gilman attended a Historic District Commission meeting to discuss proper use of String Bridge and making some improvements and they are hoping to make some improvements and they will come back with more details.

Selectwoman Corson will have a Planning Board meeting this week, and there are 3 applications before them.

Selectwoman Surman said there was a brief meeting for the Swasey Parkway Trustees, they have the mowing bids out, they are going to do some updating on the park bench memorial applications.

Selectman Clement has a Memorial Day parade meeting tomorrow, and he had a River Advisory Committee meeting last week and it was an update from the town engineer. They are discussing the breach analysis research being completed. They are also working on getting a plaque for the dam removal, and Selectwoman Gilman asked where this stood because the Heritage Commission should also be included in the design of this.

d. Correspondence

- Annual Report from Exeter Sportsmens Club
- Letter from Riverwoods about the flashing beacon being removed

10. Review Board Calendar

There is a work session for the board on Monday, May 1st with Horsley Whitten. Next meeting is Monday, May 8, 2017.

Ms. Perry also explained that the Sewer Repairs were completed and the gas line work was completed. Paving is scheduled for tomorrow but she cannot say for sure when the detail will come back, but it will probably be tomorrow or the day after. Ms. Perry also thanked the residents and businesses for their patience.

Drug Take Back Day is April 29 at the Police Station.

11. Non Public Session

There was no non-public session.

12. Adjournment

Selectwoman Gilman moved to adjourn at 9:30PM, seconded by Selectwoman Corson. The motion passed.

Respectfully Submitted, Jennifer Dionne, Recording Secretary

Appointments – May 8th, 2017

Historic District Commission

Gregory Colling, 8 High Street, voting member, term to expire 4/30/19

**Notice of Public Hearing
Town of Exeter**

The Exeter Board of Selectmen will hold a public hearing on Monday, May 8, 2017, at 7:00 p.m. in the Nowak Room of the Town Offices, 10 Front Street, Exeter, NH for the following purpose:

1. Ratification of March 16, 2017 Town Election Results

Don Clement, Chairman
Exeter Selectboard
April 28, 2017

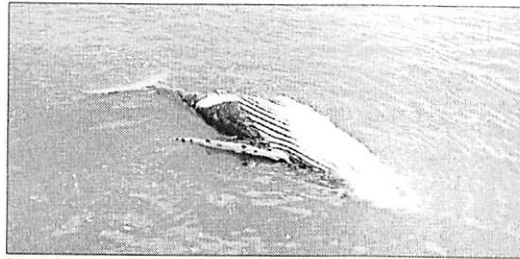
Scientists investigate large number of humpback whale deaths

By David Sharp
The Associated Press

PORTLAND, Maine — Government scientists launched an investigation Thursday into an unusually large number of humpback whale deaths from North Carolina to Maine, the first such "unusual mortality event" declaration in a decade.

Forty-one whales have died in the region in 2016 and so far in 2017, far exceeding the average of about 14 per year, said Deborah Fauquier, a veterinary medical officer with National Oceanic and Atmospheric Administration Marine Fisheries.

Ten of the 20 whales that have been examined so far were killed by collisions with



Forty-one humpback whales have died from Maine to North Carolina since last year, according to the National Oceanic and Atmospheric Administration Fisheries. (MEER INSTITUTE COURTESY PHOTO VIA NOAA FISHERIES)

boats, something scientists are currently at a loss to explain because there's been no corresponding spike in

ship traffic. The investigation will focus on possible common threads like toxins and illness, prey movement that could bring whales into shipping lanes, or other factors, officials said.

Humpbacks can grow to 60 feet long and are found in oceans around the world. They're popular with whale watchers because of the dramatic way they breach the ocean's surface, then flop back into the water.

"The humpback is generally people's favorite because they're so animated. They're the ones that like to jump out of the ocean completely," said Zack Klyver, a naturalist with Bar Harbor Whale Watch Company.

The humpback whale population that feeds in North Atlantic waters each summer was removed from the Endangered Species Act last year when NOAA divided humpback populations into 14 distinct population segments around the world. There are currently about 10,500 in the population that visits North Atlantic waters, scientists say.

While they're not threatened, federal scientists are nonetheless keeping close tabs on the whales, said NOAA spokeswoman Kate Rogan.

The humpback whale

deaths that prompted the "unusual mortality event" designation break down to 20 last year and 15 to date this year.

NOAA also declared "unusual mortality events" involving humpbacks in 2003, 2008 and 2009. Fauquier said. No conclusive cause of the deaths was determined in those investigations, she said.

The confirmed total boat strikes far exceeds the annual average of fewer than two per year attributed to boat collisions, officials said. Whales tend to be somewhat oblivious to boats when they're feeding or socializing, said Gregory Silber, a biologist at a recovery activities for large whales in NOAA's Office of Protected Resources.

"A vessel or any size can harm a whale. In smaller vessels they tend to be propeller strikes. And in larger vessels they appear to be in the form of blunt trauma, hemorrhaging or broken bones," he said.

Klyver said any whale death is upsetting. Scientists and whale watchers know many of the whales that visit each summer. "Each whale has its own personality," he said. "We are connected to so many of them as individuals that we hate to see any of them perish."

OBITUARIES

Ethel Mildred Simpson Petroski

EXETER — Ethel Mildred Simpson Petroski, 99, died Wednesday, March 22, 2017, in Exeter. She was born November 1, 1917, daughter of Ada Louise Wood Simpson and Norman B. Simpson.



She married Joseph John "Pat" Petroski in 1949. She joined Exeter Hospital in 1946 and retired as a Supervisor in 1956 to raise her daughter Ann who survives her. She continued to volunteer for various visiting nurses associations and activities in the following years.

Ethel graduated from Robinson Seminary in 1935 and went on to be trained as a nurse earning her RN from Lawrence General Hospital in 1939 and earned a post-graduate credential in surgical nursing from Johns Hopkins Hospital in 1942.

She and Pat loved to share time together playing golf and traveling. They were long time members of Abenaki in Hampton, N.H.

She joined the US Navy Nurses Corps Reserve in 1944 and went active during World War II serving on the staff at the Naval Base in San Diego with orders to ship out to the Pacific theatre as the war came to a conclusion.

Christ Church Exeter charities and activities in the following years. She and Pat loved to share time together playing golf and traveling. They were long time members of Abenaki in Hampton, N.H.

SERVICES: Private services were held at the convenience of the family. To sign an online guestbook, please visit www.brewittfuneralhome.com.

Robert Joseph Hallinan

NEWFIELDS — Robert Joseph Hallinan, 79, surrounded by his family passed on Wednesday, April 20, 2017, from complications caused by Mesothelioma.



(Rick), Kathleen O'Donnell (Michael), Keely Collins (Ken), and Peter Hallinan and his partner Tracy Dawson; grandchildren, Lauren O'Donnell Strilowich, Geoffrey Talbot, Hillary Hallinan, Sean O'Donnell, Joseph Robert Collins; great grandson, Calvin Strilowich.

Born August 10, 1937 in Exeter, he was the son of Joseph J. and Mary (Baron) Hallinan. He was a lifetime resident of Newfields.

He worked at Warren Manufacturing and Wentworth Lumber for 35 years. Bob served as Newfields Police Chief from 1905-1970 and was a volunteer on the Newfields Fire Department.

He later worked for Daigmeault Sons and S & J Transportation. Bob enjoyed 25 years of traveling in his motor home with Barbara and following NASCAR.

Services: Visiting hours will be held on Friday, April 28, from 2-4 and 7-9 p.m., at Kent & Pelczar Funeral Home, 77 Exeter St., Newmarket. A Mass of Christian Burial will be celebrated on Saturday, April 29, at 10 a.m., at St. Mary Church, 184 Main St., Newmarket. Burial will follow in Calvary Cemetery, Newmarket.

Survivors include his wife of 50 years, Barbara (Wentworth) Hallinan; four children, Sharon Talbot

in lieu of flowers, memorials may be made to Rockingham VNA & Hospice, 137 Epping Road, Exeter, NH, 03833, or NYAA (Newfields Youth Athletic Association) P.O. Box 314, Newfields, NH, 03856. Visit www.kentandpelczar.com to sign an online guestbook.

Legal Notice COMBINED PUBLIC NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS, AND NOTICE AND PUBLIC EXPLANATION OF A PROPOSED ACTIVITY IN/NEAR A FLOODPLAIN/WETLANDS/ RIVER/STREAM

April 28, 2017
Grantee: Town of Exeter
Address: 10 Front St., Exeter, New Hampshire 03833
Contacts: Russ Dean (603) 773-6102, Donna Lane 344-7505

These notices shall satisfy three separate, but related, procedural requirements for activities to be undertaken by the Town of Exeter: (a) a Finding of No Significant Impact and Notice of Intent to Request Release of Funds (FONSI/NOI-NR/ROF), and the Notice and Public Explanation of a Proposed Activity in/near a Floodplain/Wetlands/River/Stream are being published simultaneously with the submission of the Request of Release of Funds (RR/OF). The comment periods for the FONSI/NOI-NR/ROF, Explanation of a Proposed Activity in a Floodplain/Wetlands, and RR/OF have been combined.

REQUEST FOR RELEASE OF FUNDS
On or about May 17, 2017, the Town of Exeter will request CDFR/CDBG to release CDBG Program Funds for the proposed following activities: Exeter via a subcontract, Avesta Housing, is proposing to undertake Property Acquisition for a site proposed for the construction of 43 units of primarily affordable housing. The address is 3 Meeting Place Drive in Exeter. Meeting Place Drive has a 3 additional recently constructed affordable housing properties.

CDBG Funds \$500,000. Other Funds \$8million/-. Total Project Cost: \$9million/-.
FINDING OF NO SIGNIFICANT IMPACT

The Town of Exeter has determined that the project will have no significant impact on the human environment. This determination is based on the assumption that Avesta Housing will obtain all permits required, and will adhere to all applicable regulations. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Report (ERR) on file at the Town of Exeter, 10 Front Street, Exeter, New Hampshire 03833 and may be examined or copied weekdays 9 A.M. to 4 P.M.

PUBLIC EXPLANATION OF A PROPOSED ACTIVITY IN/NEAR A FLOODPLAIN/WETLANDS/RIVER/STREAM

This is to give notice that the Town of Exeter has conducted an evaluation as required by Executive Order 11988 and/or 11990, in accordance with HUD regulations at 24 CFR 55.20 Subpart C Procedures for Making Determinations on Floodplain Management, to determine the potential effect that its activity, including a floodplain/wetlands/river/stream, will have on the human environment for proposed Community Development Block Grant Program, Proposed 17-180-CDBG - Exeter, Avesta Meeting Place II Affordable Housing. The proposed project has wet areas, but the construction will not occur in the wet areas. No impacts to wet areas are anticipated.

The Town of Exeter has considered the following alternatives and mitigation measures to be taken to minimize adverse impacts and to restore and preserve natural and beneficial values.

- A. No Action - Not participate in the project.
- B. Relocate the proposed project.
- C. Participate in the project in the proposed location.

Exeter has re-evaluated the alternatives to the project, it has determined that it will participate in the project as proposed at the 3 Meeting Place Road location, it has no practicable alternative, as the construction will not impact the wet areas. Environmental documents compliance with steps 3 through 6 of Executive Order 11988 and/or 11990, are available for public inspection, review, emailing and copying upon request at the times and location delineated in the last paragraph of this notice for receipt of comments.

There are three primary purposes for this notice. First, people who may be affected by activities in a floodplain/wetlands and those who have an interest in the protection of the natural environment should be given an opportunity to express their concerns and provide information about these areas. Second, an adequate public notice program can be an important public educational tool. The dissemination of information about projects in the floodplain/wetlands can facilitate and enhance Federal efforts to reduce the risks associated with the occupancy and modification of these special areas. Third, as a matter of fairness, and the Federal government determines it will participate in actions taking place in a floodplain/wetlands or near rivers/streams, it must inform those who may be put at greater or continued risk.

PUBLIC COMMENTS

Any individual, group, or agency disagreeing with this determination or wishing to comment on the project may submit written comments to Russ Dean at the Exeter Town Offices. All comments received by May 16, 2017 will be considered by the Town of Exeter prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing (Notice of Finding of No Significant Impact and Notice of Intent to Request Release of Funds, or the Notice and Public Explanation of a Proposed Activity in a floodplain/wetlands). Written comments must be received by the Town of Exeter at the following address on or before May 16, 2017: Town of Exeter, 10 Front Street, Exeter, New Hampshire 03833 and 773-6102. Attention: Russ Dean. Comments may also be submitted via email wriff@exeter.nh.gov. A full description of the project may also be reviewed from 10am-4pm Town of Exeter, 10 Front Street, Exeter, Hampshire 03833.

RELEASE OF FUNDS

Don Clement certifies to CDFR/CDBG that in his capacity as Don Clement, Chairman, Exeter Board of Selectmen, he consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. CDFR/CDBG's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities, and allows the Town of Exeter to use Program Funds.

OBJECTIONS TO RELEASE OF FUNDS

CDFR/CDBG will accept objections to its release of funds and the Town of Exeter's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the Town of Exeter; (b) Exeter has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; (c) the grant recipient has committed funds or incurred costs not authorized by 24 CFR Part 58 before approval of a release of funds by CDFR/CDBG; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58) and shall be addressed to: CDFR/CDBG, 14 Dixon Ave., Suite 102, Concord, NH 03301. Potential objectors should contact CDFR/CDBG (226-2170) to verify the actual last day of the objection period (approximately May 31, 2017).

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Legal Notice Notice of Public Hearing Town of Exeter

The Exeter Board of Selectmen will hold a public hearing on Monday, May 8, 2017, at 7:00 p.m. in the Newark Room of the Town Offices, 10 Front Street, Exeter, NH for the following purpose:

- 1. Ratification of March 16, 2017 Town Election Results
Don Clement, Chairman
Exeter Selectboard
April 28, 2017

LEGAL NOTICE

THE EAST KINGSTON BOARD OF SELECTMEN WILL CONDUCT A PUBLIC HEARING ON MONDAY MAY 8, 2017 TO LEGALIZE, RATIFY AND CONFIRM THE ACTIONS, VOTES AND PROCEEDINGS HELD AT THE TOWN ELECTION, WHICH WAS SCHEDULED TO TAKE PLACE ON TUESDAY MARCH 14, 2017, BUT WAS POSTPONED UNTIL THURSDAY MARCH 16, 2017 DUE TO WEATHER CONDITIONS.

CONTROLLED BY: HERRING
TRADING, INC. OF HERRING
225 STATE STREET, WARR, NH 03440

Legal Notice Seabrook School District

Building Maintenance and Special Education Expendable Trust Funds
On accordance with RSA 198:20-c.B, the Seabrook School Board will hold a public hearing Monday, May 8, 2017 at 4:30PM in the Seabrook Middle School Library for the purpose of withdrawing funds from the following school district expendable trust funds:
Building Maintenance Expendable Trust Fund - for costs related to unanticipated trailer replacement.
Special Education Expendable Trust Fund - withdrawal of funds for unanticipated special education related expenses.

Jessica Brown, Chairman
Michael Chase
Kathy Cronin
Michael Rabedreau
Keith Sarbon
Seabrook School Board

community
FAITH
directory
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(ABC, UCC, UMC)
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603-859-3892
newmarketchurch.org
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For directory information, or to list your church, call TINA RITTER at (603) 570-2122 or tritter@seacoastonline.com



**State of New Hampshire
Department of Revenue Administration**

109 Pleasant Street
PO Box 487, Concord, NH 03302-0487
Telephone (603) 230-5000
www.revenue.nh.gov



John T. Beardmore
Commissioner

Lindsey M. Stepp
Assistant Commissioner

MUNICIPAL AND PROPERTY
DIVISION
Stephan W. Hamilton
Director

Josephine Beiville
Assistant Director

April 25, 2017

Dear Governing Body:

Recently the legislature enacted Chapter 20:6 of the Laws of 2017 providing a process for the authorization of actions taken at municipal meetings and elections that were delayed from their original March 14, 2017 date. The effective date of the law is April 21, 2017.

If your municipality delayed an election or meeting due to the weather on that date, or if the city or town that holds elections on your behalf delayed your election, there is now a procedure for you to follow in order to legalize, ratify and confirm the results. The following excerpt from the law provides you with the details of that procedure:

Chapter 20:6, Laws of 2017:

“ . . .

IV. All actions, votes, and proceedings, held at any town election, town meeting, school district election, school district meeting, village district election, or village district meeting, that was scheduled to take place March 14, 2017, but was postponed due to weather and was held at a later date, may be legalized, ratified, and confirmed by the governing body of the political subdivision following a properly noticed public hearing. For the purpose of this paragraph "properly noticed" shall mean 72 hours advance notice of the hearing printed in a newspaper of general circulation in the town or district and on the public body's Internet website, if one exists.

V. The decision of the governing body to legalize, ratify, and confirm the prior actions shall be in writing and shall be posted in the same manner as the results of the election, town meeting, school district election, school district meeting, village district election, or village district meeting, as the case may be.”

When your town, school district or village district utilizes these provisions, the Department of Revenue Administration requests that you provide us with:

- A copy of the minutes of the meeting which recorded the vote of this decision; and,
- A copy of the posted decision of the governing body.

For your convenience, these may be forwarded to your municipal accounts auditor.

Thank you in advance for your assistance in collecting this important information.

Sincerely,

Stephan W. Hamilton, Director
Municipal and Property Division

TDD Access: Relay NH 1-800-735-2964

Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.

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

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

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

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

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

RESOLVED: That under and pursuant to the Municipal Finance Act, Chapter 33, N.H.R.S.A., as amended, the New Hampshire Municipal Bond Bank Law, Chapter 35-A, N.H.R.S.A., as amended, and other laws in addition thereto, and to votes of the Issuer duly adopted on March 16, 2017 under Articles 5 and 7 of the Warrant for the annual meeting of the Issuer there be and hereby is authorized the issuance of a \$4,183,000 Bond of the Issuer (the "Bond") which is being issued by the Issuer for the purposes of financing (i) the cost of the design and construction of road, sidewalk, streetscape, drainage, stormwater management and water and sewer improvements on Lincoln Street, Tremont Street and Daniel Street and (ii) the cost of the replacement of culverts and associated bridge reconstruction work on Court Street at Little River.

The Bond shall be dated as of its date of issuance, shall be in such numbers and denominations as the purchaser shall request, shall mature in accordance with the schedule set forth in Exhibit A to a certain Loan Agreement hereinafter described (the "Loan Agreement"), shall bear a net interest cost rate (as defined in the Loan Agreement) of three and one-half percent (3.50%) per annum or such lesser amount as may be determined by a majority of the Board. The Bond shall be substantially in the form set forth as Exhibit B to the Loan Agreement and otherwise shall be issued in such manner and form as the signatories shall approve by their execution thereof.

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

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

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

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

RESOLVED: That the useful life of the project being financed is in excess of twenty(20) years.

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

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

WITNESS my hand and seal of the Issuer this ____ day of _____, 2017.

CLERK OF ISSUER

(SEAL)

=====

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

=====

AGREEMENT, dated the 6th day of June 2017, between the New Hampshire Municipal Bond Bank, a public body corporate and politic constituted as an instrumentality of the State of New Hampshire exercising public and essential governmental functions (hereinafter referred to as the "Bank"), created pursuant to the provisions of Chapter 35-A of the New Hampshire Revised Statutes Annotated, as amended (hereinafter referred to as the "Act"), having its principal place of business in Concord, New Hampshire, and **Town of Exeter** (hereinafter referred to as the "Governmental Unit"):

W I T N E S S E T H :

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

WHEREAS, the Governmental Unit has requested a loan from the Bank in the amount of **\$4,183,000** (hereinafter referred to as the "Loan") and, to evidence the indebtedness to be incurred thereby, has duly authorized the issuance of its bonds in at least that principal amount (the "Municipal Bonds"), which Municipal Bonds are to be purchased by the Bank in accordance with this Loan Agreement; and

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

NOW, THEREFORE, the parties agree:

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

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

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

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

(d) "Maximum Interest Cost Rate" shall mean an interest cost rate 3.50% per centum per annum.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NEW HAMPSHIRE MUNICIPAL BOND BANK

Attest:

By _____
Secretary, NHMBB

(NHMBB SEAL)

By _____
Chairman, NHMBB Board of Directors

Attest:

By _____
Member, Board of Selectmen

By _____
Town Clerk

By Susan Perry _____
Town Treasurer

Town of Exeter (SEAL)

EXHIBIT A

Town of Exeter

MATURITY SCHEDULE - Level Principal (principal payment approximately the same each year) Structure

Governmental Unit's Bonds

Due	Principal Amount
8/15/2018	333,000
8/15/2019	330,000
8/15/2020	330,000
8/15/2021	330,000
8/15/2022	330,000
8/15/2023	325,000
8/15/2024	320,000
8/15/2025	320,000
8/15/2026	320,000
8/15/2027	320,000
8/15/2028	185,000
8/15/2029	185,000
8/15/2030	185,000
8/15/2031	185,000
8/15/2032	185,000
8/15/2033	
8/15/2034	
8/15/2035	
8/15/2036	
8/15/2037	
Total Issue	\$4,183,000

Chamber of Commerce Lease of 120 Water Street

Purpose: To provide a visible and convenient downtown location for the Chamber of Commerce to act as a visitor and information Center.

Information: There is a need for a visitor and information center in downtown Exeter. This need is evidenced by the number of people who find their way to the Chamber's current location (in spite of it being somewhat out of the way) seeking information about Exeter and what to do while visiting. In addition, the Chamber hears from businesses, organizations and other government offices that they too are often approached for information about Exeter and available activities.

The community's organizations such as the Exeter Historical Society, AIM, parks and rec and others would benefit from a central point of information to help visitors and residents find their facilities and know of their event schedule.

There are no trained ambassadors (NH Dept. of Tourism Ambassador program) for Exeter or are there any organizations from which they might work.

Recommendation: The Chamber of Commerce Exeter Committee has focused much of their discussion around increasing foot traffic in the downtown area. As part of that discussion, improving visitor and resident experience in downtown is identified as a key need.

Operating a visitor and information center would provide the service to fill the need for information benefiting all organizations. This service will improve the overall value for visitors while in Exeter, increase patronage of the community's cultural assets and help to strengthen the Exeter economic ecosystem.

The Chamber proposes to provide visitor and information services and to maintain both a paid staff and NH state trained ambassadors focusing on the Greater Exeter Area 7 days a week during vacation months/peak seasons and as needed during winter and shoulder seasons.

The location at 120 Water Street would be an ideal location for such a service and serve as an excellent partner opportunity between public and private organizations.

Town Hall Summary

Total 2016 maintenance budget \$35,100. \$18,000 natural gas, \$9,800 electric, \$7,000 general maintenance items, \$300 water/sewer bill.

Town Hall total space is 18,964 SF. 600 SF represents 3% of total space. 3% of utility costs = \$834 annually. 3% of maintenance costs \$210 annually.

Chamber is interested in approximately 600SF of space.

Facilities plan lists basement as

Proposed annual rent is \$5,000 or \$416.67 per month.

Ventilation system as "rent credit" proposed.

Chamber to upgrade space at its expense.

-Draft-
Lease Agreement

This aAgreement (the "Agreement") is made and entered into by and between THE TOWN OF EXETER, NH, with an address of 10 Front Street, Exeter, New Hampshire, 03833, hereinafter referred to as "Lessor" and THE EXETER AREA CHAMBER OF COMMERCE, with an address of 24 Front Street, Exeter, New Hampshire 03833, hereinafter referred to as "Lessee".

WHEREAS, the Lessor is the owner of the property located at 9 Front Street, Exeter, Rockingham County, New Hampshire (hereinafter referred to as "the Premises") and further described on the attached Exhibit A and;

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WHEREAS, the Lessee desires to lease/rent the Premises:

NOW THEREFORE, the parties agrees and bind themselves as follows: ~~Between The Town of Exeter (Town)~~

And

The Exeter Area Chamber of Commerce (Chamber)

1. Term: This lease shall commence start on _____ and shall continue for twelve (12) months, ending on through _____.
2. Extension: The ~~LesseeChamber~~ will have the option to extend the lease at the end of the lease for an additional twelve (12) month and may extend the lease on each anniversary thereafter for an additional twelve (12) months.
3. Rent: The ~~LesseeChamber~~ shall pay an annual rent of \$85,000.00 for each 12-month period payable in 12 equal monthly installments due on the first business day of each month.
4. Property Taxes: The ~~LesseeChamber~~ acknowledges the lessee's obligations to pay property taxes per RSA 72-23. It is agreed that the aforementioned rent of \$85,000 per year includes any real or personal property tax obligations. Further, it is agreed that the lessee shall have no obligation to pay real or personal property taxes on structures or improvements added to benefit the ~~LessorTown~~.
5. Leased Space: The space leased shall be defined as _____ square feet located in the one room shown in the attached sketch formally occupied by the Exeter District Court and the room on the second floor currently used as storage by ~~Lessee~~the Chamber. The sketch is hereby made part of this lease (attached herein as referred to as Appendix A).
6. Utilities: The ~~LessorTown~~ agrees to provide electrical service, heat, water and sewer for said space for no additional cost.
7. Visitor and Tourism Services: The ~~LesseeChamber~~ agrees to provide visitor and tourism services to the general public from the leased space as it deems appropriate.

8. Custodial Services: The LesseeChamber agrees to provide routine custodial services (cleaning, trash removal, maintenance of LesseeChamber owned equipment, furniture and fixtures) for the leased space at the LesseeChamber's expense. The LessorTown agrees to provide all other maintenance services at LessortheTown's expense.
9. Alteration of Premises: The LesseeChamber agrees to obtain prior LessorTown approval for any renovations.
10. Signage: The Lessee Chamber will place exterior signage and lettering on the building as is permitted by Town sign ordinance and may use the hardware above the exterior door for this purpose. The signage will indicate that the space is offices for the Chamber of Commerce and a Visitor Center.
11. Termination: The LessorTown may terminate this lease with 30 days notice to LesseeChamber.
12. Insurance: The Lessee agrees to carry comprehensive general liability insurance that will insure against a combined loss of not less than One Million Dollars (\$1,000,000.00) for each occurrence Lessee agrees to deliver to Lessor within sixty (60) days of commencement of the term, hereof, a certificate or certificates from an insurance company satisfactory to Lessor, evidencing such insurance and naming Lessor as an "additional insured",
~~12. Chamber will carry appropriate liability insurance, naming the Town as an additional insured.~~
13. Improvements/: The LesseeChamber may upgrade the space with new flooring, repaired judges bench, reinstallation of the judges bar, painting and the installation of office cubicles at its own expense. The LesseeChamber may install an air filter system and vent-less air conditioning at its own expense and will be responsible for any associated maintenance with such system (s)the expense of which shall be reimbursed by the Town in the form of a rent credit. ~~Any other air quality mitigation services will be the responsibility of the Lessee. This credit will be applied to subsequent rent payments.~~

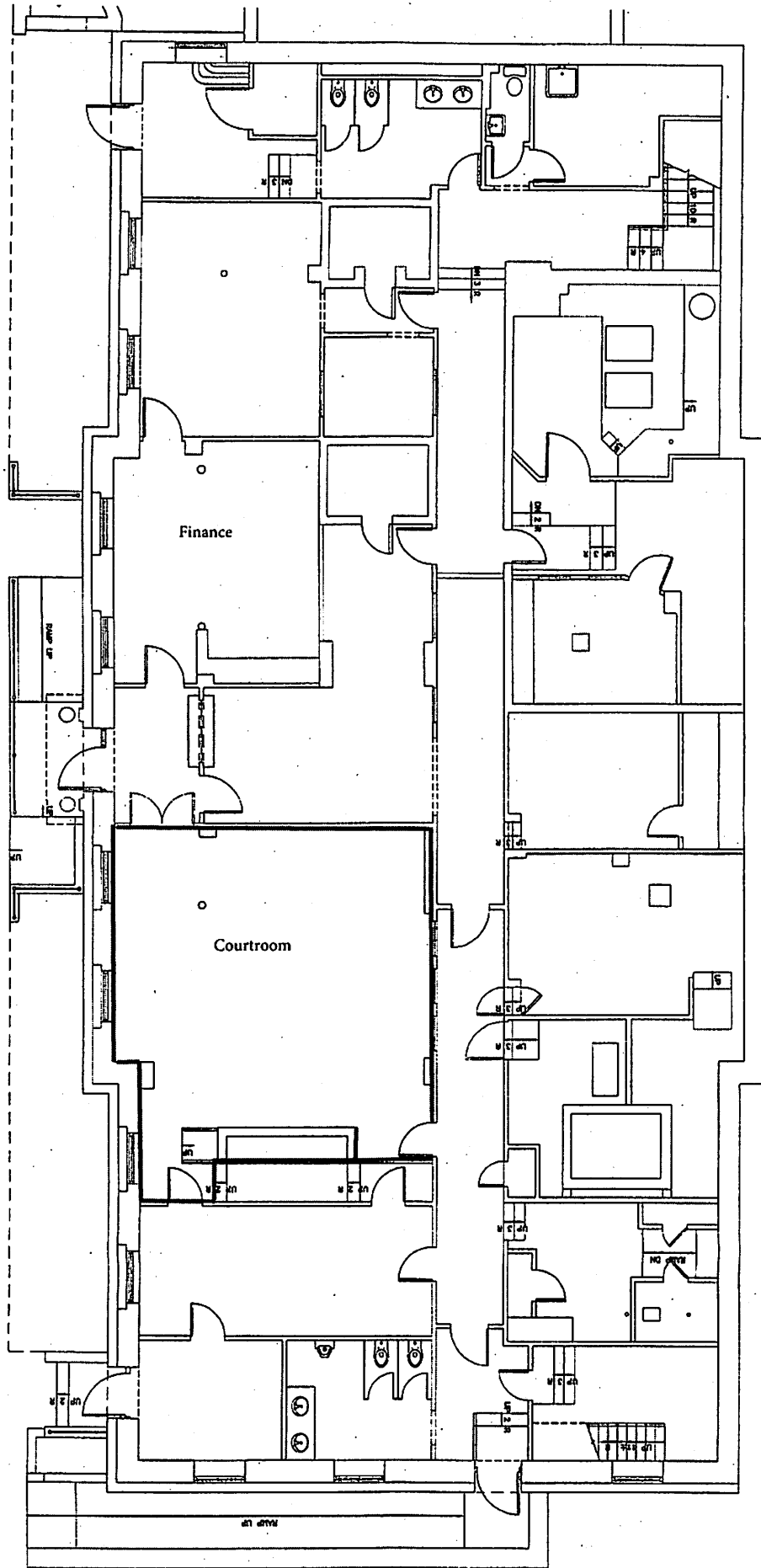
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700 SF

The parties hereby agree to the terms of this lease by affixing their signatures on this ___ day of ___, 2017.

WHEREFOR, the Lessor, the Town of Exeter, New Hampshire, by and through the Board of Selectmen, or its Town Manager, duly authorized, has hereunto subscribed its name this ___ day of ___, 2017 and Lessee, the Exeter Area Chamber of Commerce, by and through its Board of Directors or its duly authorized designee has subscribed its name this ___ day of ___, 2017.

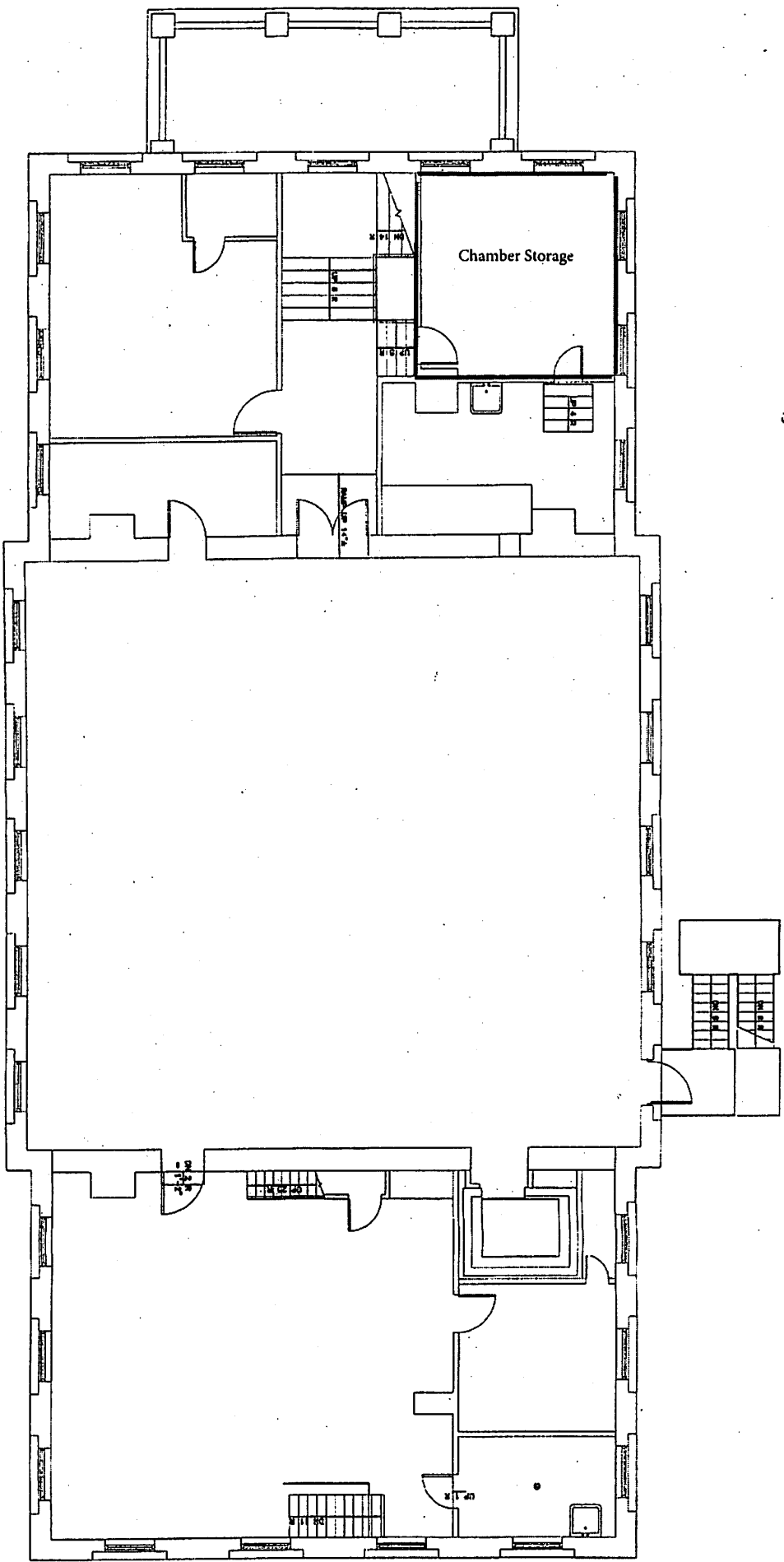
<u>LESSEE</u>	<u>LESSOR</u>
By: _____	By: _____
Authorized Signature	Authorized Signature



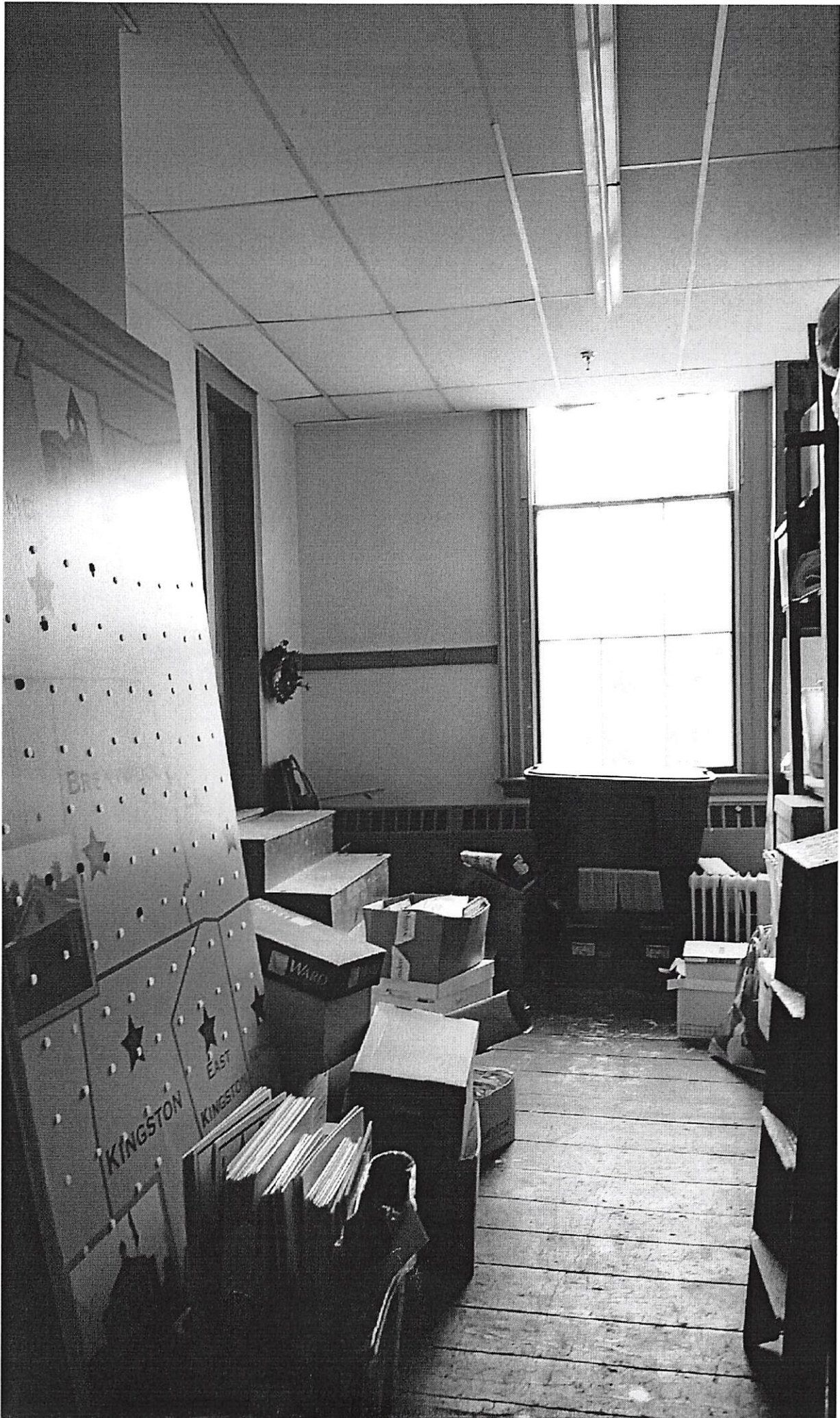
Town Hall
GROUND FLOOR

1" = 1'-0"
16'

EXETER, N.H. TOWN HALL SECOND FLOOR PLAN
(MAIN STREET)



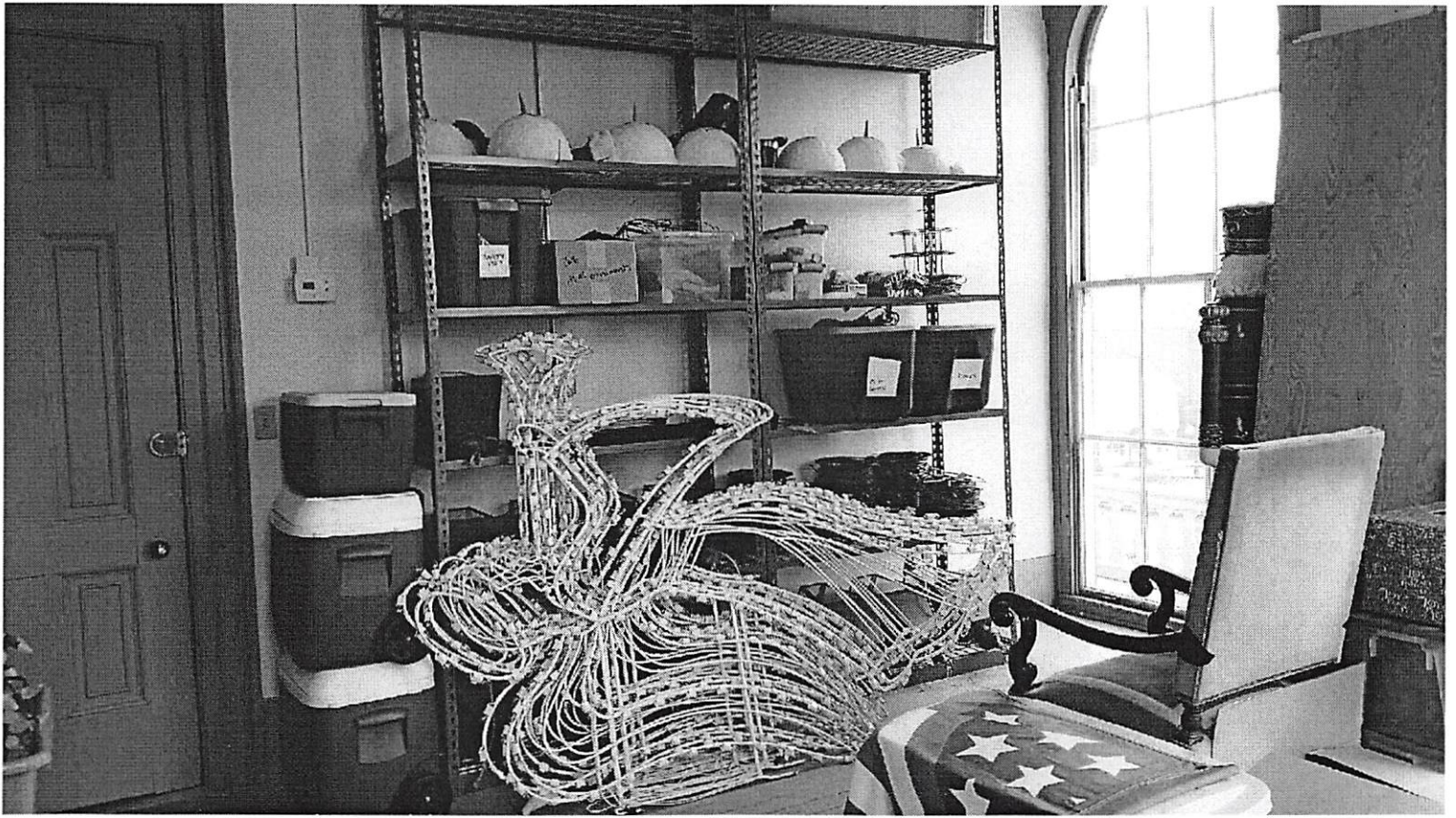




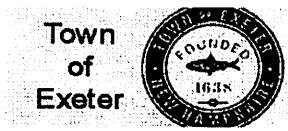
Current
space w/
chamber
items



Adjacent room / holiday lights, etc.



adjacent room holiday lights / decor etc.
Plus holiday open house items.



Russ Dean <rdean@exeternh.gov>

Board of Selectpersons - EACC

Jonathan Ring <jring@jonesandbeach.com>

Wed, Apr 5, 2017 at 5:41 PM

To: Russ Dean <rdean@exeternh.gov>

Cc: Ann Schieber <annschieber@hotmail.com>, Todd Deluca <todd@exeterarea.org>

Dear Board of Selectpersons,

As a resident of Exeter, I wish to express my sincere support for the offer recently received from the Exeter Area Chamber of Commerce to establish an office with a Visitor and Tourist Center downtown. It is my understanding that this would be located in the lower level west of the Town Hall on Water Street.

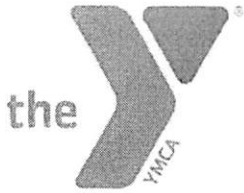
I think that this use would be excellent for the Town, and that it will provide a valuable resource for our many tourist visitors.

Furthermore, I understand that the Chamber is willing to spend its own funds to upgrade the current-empty space to make it ready for use. Should they ever vacate, then those improvements could possibly benefit the Town at no additional expense.

Thank you all so very much for your valuable service to our beloved community.

Jonathan Ring
71 Park Street, Exeter

Sent from my Phone



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

March 31, 2017

Town of Exeter Select Board
c/o Russ Dean
10 Front Street
Exeter, NH 03833

RE: Chamber of Commerce relocation to serve as Tourist Office

Dear Members of the Town of Exeter Select Board,

I am writing to you in support of the proposed relocation of the Exeter Area Chamber of Commerce to currently vacant space next to the town's Finance Department in the old Town Hall. This move will increase the dissemination of information that visitors are looking for in a town attracting tourists.

Exeter has so much to offer visitors and residents. A visible Chamber office that is open on weekends will encourage potential visitors to explore Exeter and those already here to discover additional businesses and activities otherwise unknown to them.

Given the competitive rental market, it would be near impossible for the Chamber to provide business-positive services to visitors in any other street-level space. The existence of an active Chamber of Commerce and a tourist information office in Exeter lessens the tax burden of all residents by removing this service from government obligation.

I encourage you to please support the Chamber's offer to occupy the space on Water Street as proposed. Thank you.

Sincerely,

Rob Roy McGregor
President/CEO
SOUTHERN DISTRICT YMCA

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



Russ Dean <rdean@exeternh.gov>

Support for the Exeter Area Chamber of Commerce

Ann G. Schieber <annschieber@hotmail.com>
To: "rdean@exeternh.gov" <rdean@exeternh.gov>
Cc: Todd Deluca <todd@exeterarea.org>

Wed, Apr 5, 2017 at 7:47 PM

Dear Selectmen,

On behalf of the Board of Trustees for the Exeter Historical Society please accept our support for the request by the Exeter Area Chamber of Commerce to establish the office with the Visitor and Tourist Center downtown to be located in the lower west of the Town Hall on Water Street.

I think this is a fantastic idea and would bring great benefit to all organizations in our community.

Thank you very much for your favorable decision to accept their request.

Sincerely,

Ann

Ann Gustafson Schieber

Chairman
Exeter Historical Society
<http://www.exeterhistory.org>

15 Main Street
Exeter, NH 03833
(603) 770-2744



Russ Dean <rdean@exeternh.gov>

Exeter Area Chamber of Commerce

George Soderberg <gsoderberg@haycreekhoteles.com>
To: "Rdean@exeternh.gov" <Rdean@exeternh.gov>

Mon, Apr 10, 2017 at 5:13 PM

Mr. Dean,

I wanted to take this opportunity to throw my complete support Chambers move to their new location. This achieves a number of very positive results for all concerned. In no particular order, it provides a delta of savings in rent for the Chamber. This will allow the Chamber to better utilize its limited resources to seeking business and driving tourism. It is a better location – more visible – which lends to the same means. They are willing to be utilized as a personal area resource for visitors (not a part of their responsibility) which is a benefit to all of us.

Mr. Dean I cannot truly think of a reason why this wouldn't be good for all of us. As the Vice President of Hay Creek Hotels (an organization that owns and manages 15 boutique hotels primarily in New England and the Northeast)– who owns the Exeter Inn - I whole heartedly support the effort.

PS. In full disclosure, I am a current Board Member of the Chamber.

George F. Soderberg, II

Vice President of Operations

Hay Creek Hotels.com

2 Pine Street, Exeter, New Hampshire 03833

(603) 778-7823 ext. 403

(603) 918-9258 cell

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Town
of
Exeter



Russ Dean <rdean@exeternh.gov>

Chamber Of Commerce

Tom Desisto <tdesisto@theexeterinn.com>
To: rdean@exeternh.gov

Mon, Apr 10, 2017 at 5:20 PM

Good Afternoon Mr. Dean,

I am writing to you in support of the Chamber of Commerce and their request to move the office down to the Old Town Hall. I believe this location can allow the Chamber to have a dual role as both a resource to prospective businesses interested in investing in the community, as well as acting as a tourism guide for the leisure traveler's coming in to town. This latter resource is something that the town desperately needs, and something that the Chamber is willing to do as a service to the community.

Please let me know if you have any questions, or if there is anything that I can do to be of service.

Best Regards,

Thomas

Thomas DeSisto

General Manager

The Exeter Inn and Epoch Restaurant & Bar

90 Front Street, Exeter, New Hampshire 03833

(603) 772-5901 ext. 418

(617) 510-8065 cell

Facebook | Twitter | Instagram

From Hay Creek Hotels.com

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**TOWN OF EXETER
MEMORANDUM**

TO: Board of Selectmen
FROM: Russ Dean, Town Manager
RE: Chamber of Commerce Lease Updates
DATE: April 21, 2017

In response to the issues raised regarding the potential lease of a portion of the Town Hall lower level and second floor storage space to the Chamber of Commerce, I can offer the following updates:

- There are two rooms on the second floor of the Town Hall. These rooms are connected by a door. One room holds Chamber items; the other room holds items belonging to the Christmas events group (with a few apparent shared items from holiday open house activities). My understanding is the Chamber wishes to 'memorialize' in some fashion use of the room with their items.
- The Chamber has shared an estimate for lease-related improvements for air quality improvements and ventilation totaling just over \$7,700. The Chamber would fund these improvements and have asked for a credit on rent in return.
- The Chamber's plan is to maintain their loft presence on the 4th floor of the Major Blake Hotel, where they will store back office items and use as needed for meetings. They will improve the space on Water Street including the judge's bench at their expense, to accommodate the visitor's center.

TOWN OF EXETER, NH
COVENANT TO PROTECT PUBLIC BENEFIT
Soaring Hawk, LLC of 1 - 9 Water Street, Exeter, NH
Per RSA 79E (Community Revitalization Tax Relief Incentive)

Soaring Hawk LLC of 1 - 9 Water Street, Exeter, NH 03833 (hereinafter referred to, collectively, if appropriate, as “GRANTOR”), owner of property situated at 1 - 9 Water Street, Exeter, NH (hereinafter referred to as the “PROPERTY”), for itself and for its 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 Exeter, (hereinafter referred to as “GRANTEE”), 10 Front Street, Exeter, County of Rockingham, State of New Hampshire.

These covenants are made in exchange for **9 years of property tax relief** (5 years as the GRANTEE has determined the property eligible as a “qualifying structure” per RSA 79-E:2 and an additional 4 years as the GRANTEE has determined the property is located within and important to a locally designated historic district per RSA 79-E:5) granted with respect to the PROPERTY as a result of the redevelopment of the PROPERTY to be accomplished by the GRANTOR in accordance with GRANTOR’S proposal. The specific approved scope of work is attached as “SOARING HAWK LLC - COMMUNITY REVITALIZATION TAX RELIEF APPLICATION” (PER RSA 79E) approved by GRANTEE (by vote of the Exeter Board of Selectmen) on April 17, 2017, and in accordance with the site plan approved by the Exeter Planning Board and the site plan as subsequently amended and approved by the Town of Exeter (by the Planning Board or through an administrative approval process). In case of any conflict between the attached scope of work and the approved site plan (as amended and approved by the Town), WHICH shall prevail.

This Covenant is to protect the public benefit in accordance with the provisions of RSA 79-E for a term of 9 years beginning on April first of the first tax year commencing immediately after the completion of the redevelopment work. Notwithstanding the foregoing, the contemplated tax relief shall be null and void if the proposed redevelopment work is not completed by April 17, 2019.

All applicable provisions of RSA 79-E shall apply to these covenants.

The PROPERTY is designated GRANTEE’S Tax Map 72 Lot 41 in the Town of Exeter.

The GRANTEE agrees that the PROPERTY, if substantially rehabilitated (or “redeveloped”) in accordance with GRANTOR’S proposal approved by GRANTEE on April 17, 2017, provides a demonstrated public benefit in accordance with the provisions of RSA 79-E:7 inasmuch as the redevelopment of said property:

I. Enhances the economic vitality of downtown; and

II. 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; and

Ila. 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; 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, and which shall commence simultaneously with the period of tax relief but shall continue for the duration of the 9-year tax relief period, are as follows:

GRANTOR'S COVENANTS:

REDEVELOPMENT OF PROPERTY. The Grantor agrees to redevelop the PROPERTY during the term of this Agreement in accordance with GRANTOR'S proposal approved by GRANTEE on April 17, 2017. The redevelopment contemplated by GRANTOR'S proposal approved by GRANTEE on April 24, 2017 shall be completed by the GRANTOR on or before April 17, 2019. All of the work on the attached scope of work with amendments approved by the Town must be completed in order for the tax relief to take effect. If only some of the work on the attached scope of work is completed prior to April 17, 2019, then the PROPERTY shall be fully assessed for the value of that work.

MAINTENANCE AND USE OF THE PROPERTY. The GRANTOR agrees to maintain, use and keep the structure in a 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. The GRANTOR agrees to continue to use the property as described in the attached "SOARING HAWK LLC - COMMUNITY REVITALIZATION TAX RELIEF APPLICATION." The use of the property shall not be converted to a different use inconsistent with the description in the attached "SOARING HAWK LLC - COMMUNITY REVITALIZATION TAX RELIEF APPLICATION."

REQUIRED INSURANCE, USE OF INSURANCE PROCEEDS, AND TIMEFRAME TO REPLACE OR REMOVE DAMAGED PROPERTY. The GRANTOR agrees and is required to obtain and maintain casualty insurance. The GRANTEE requires a lien against proceeds for any insurance claims to ensure proper restoration or demolition of any damaged structures and property. The GRANTEE further requires that the restoration or demolition commence within one year following any insurance claim incident; otherwise the GRANTOR shall be subject to

the termination provisions set forth in RSA 79-E:9, I.

RECORDING. The GRANTEE shall record this covenant with the Rockingham County Registry of Deeds upon its execution. It shall be a burden upon the PROPERTY and bind all transferees and assignees of such PROPERTY. The GRANTOR will be solely responsible for payment of 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 (or redevelopment) value or such other value utilized by the Assessor 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, and the GRANTEE will assess all taxes to the owner as though no tax relief was granted, with interest in accordance with RSA 79-E:9, II. Provided that the Grantor complies with all the terms of the agreement, the property tax relief will commence upon the completion of the substantial rehabilitation, but in any event no later than April 17, 2020, and will end nine years from the commencement date.

RELEASE, EXPIRATION, CONSIDERATION.

- I. **RELEASE.** The GRANTOR may apply to the local governing body of the Town of Exeter for a release from the foregoing discretionary tax relief and associated covenant within the duration of the tax relief period of the RSA 79-E upon a demonstration of extreme personal hardship. Upon release from such covenants, the GRANTOR shall thereafter pay the full value assessment of such structure(s) and land to the Tax Collector of the Town of Exeter.
- II. **EXPIRATION.** Upon final expiration of the terms of the tax relief the tax assessment will convert to the then full fair market value. Upon final expiration of the terms of this covenant, 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 Exeter 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 and upon the expiration of this covenant execute a release of the Covenant to the GRANTOR and shall record such a release with the Rockingham 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 covenant , the GRANTOR shall fail to maintain and use 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 as provided for RSA 79-E .

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 GRANTEE 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 GRANTOR, all in furtherance of the purposes for which this Tax Relief and associated Covenant is delivered.

WITNESS MY/OUR/ITS HAND this _____ day of _____, 2017.

Witness

GRANTEE: Soaring Hawk LLC

By: Stephen Kaneb, Manager

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF ESSEX

On this ____ day of _____, 2017, personally appeared the above

Stephen Kaneb, Manager of Soaring Hawk LLC, 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 _____, 2017 by the Town of Exeter

TOWN OF EXETER

By: _____

Don Clement
Chairman, Exeter Board of Selectmen

By: _____

Anne Surman

By: _____

Dan Chartrand

By: _____

Kathy Corson

By: _____

Julie Gilman

EXETER TOWN ORDINANCES

1610 Water Use Restrictions

- 1610.1 The purpose of this ordinance is to ensure the use of water is regulated in a manner the Town of Exeter Board of Selectmen (Board) deems to be in the best interests of the Town of Exeter. The Board may use reasonable means to protect, preserve and maintain the public health, safety and welfare when a water supply shortage exists.
- 1610.2 The Town of Exeter adopts this - ordinance under its authority to regulate public water systems under RSA 38:26 and to restrict the use of private wells to water lawns under RSA 41:11-d.
- 1610.3 The requirements of this section shall apply to all water users with connections receiving water from the Exeter Water Department and, under state or federally declared drought conditions, all residential well users within the Town.
- 1610.4 By definition, a water supply shortage is a situation when insufficient water is available to meet the present or anticipated needs of the water system. A water supply shortage usually occurs due to drought or a major infrastructure failure.
- 1610.5 Upon declaration of a State of Water Supply Shortage or other water emergency the Board shall be authorized to determine and implement restrictions necessary to conserve and maintain adequate reserves of the public water supply. Provided there is a declaration as noted above, the following levels of progressive restriction will apply immediately after the public notification period specified in 1610.6.
- a. If the Board issues a Level 1 restriction, then
 - i. The public is requested to refrain voluntarily from landscape watering and to limit the amount of water used outdoors for other purposes.
 - ii. Landscape watering shall not occur between the hours of 8 am and 7 pm.
 - b. If the Board issues a Level 2 restriction, then
 - i. Landscape watering by odd numbered addresses is allowed on odd numbered days.
 - ii. Landscape watering by even numbered addresses is allowed on even numbered days.
 - iii. Landscape watering shall not occur between the hours of 8 am and 7 pm.

- c. If the Board issues a Level 3 restriction, then
 - i. Landscape watering by odd numbered addresses is allowed on Mondays and Thursdays.
 - ii. Landscape watering by even numbered addresses is allowed on Tuesdays and Fridays.
 - iii. Landscape watering shall not occur between the hours of 8 am and 7 pm.

If the Board issues a Level 4 restriction, then

- i. Landscape watering is prohibited.
- ii. The filling of swimming pools greater than 100 gallons capacity is prohibited.
- iii. Washing of streets, driveways, sidewalks or other impervious areas is prohibited.
- iv. Washing of vehicles or boats at a non-commercial facility shall be prohibited.

1610.6 Notification of intent to implement water use restrictions by the Board due to a water supply shortage shall be posted three days prior to effective date in two public locations and published in a newspaper of general circulation within the town of Exeter or by such other means reasonably determined to notify all affected water users.

1610.7 The Board upon a determination that the water supply shortage no longer exists may terminate a State of Water Supply Shortage. Public notification of the termination of a State of Water Supply Shortage shall be given in accordance with 1610.6.

1610.8 Exceptions to restrictions include the following

- a. Hand irrigation of crops used for food by residents at a residential property shall not be restricted.
- b. Water to sustain animal life shall not be restricted.
- c. Commercial car washes, cash crops, farms, flower shops or garden centers shall not be restricted.
- d. Despite the authority granted by 1610.2, orders imposing water use restrictions shall not apply to uses that obtain water from sources other than the public water supply, unless it can be clearly demonstrated that the use of such water directly affects the public water supply. Note: Municipalities have the authority to implement lawn watering restrictions in accordance with RSA 41:11-d applicable to all water users (including those using private wells) under state declared drought conditions.

1610.9 Any person failing to comply with the restrictions imposed pursuant to this ordinance shall be subject to a fine and/or be subject to imposition of civil penalties pursuant to RSA 38:26, II not to exceed \$10,000 per day of such

violation. Recovered penalties shall be used as the Town of Exeter may direct. In addition to the foregoing penalties, the Town of Exeter is authorized to discontinue the furnishing of water where orders and restrictions have been violated. Such discontinuance shall be made pursuant to RSA 38:31 and may be continued so long as there is evidence that the violations will continue.

First violation: Written warning delivered to site of violation
Second violation: \$100 fine
Third violation: \$500 fine and discontinuance of water service.

All current fees will be applicable in addition to fines including but not limited to fees for water shut-off and turn-on.



EXETER PUBLIC WORKS DEPARTMENT

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

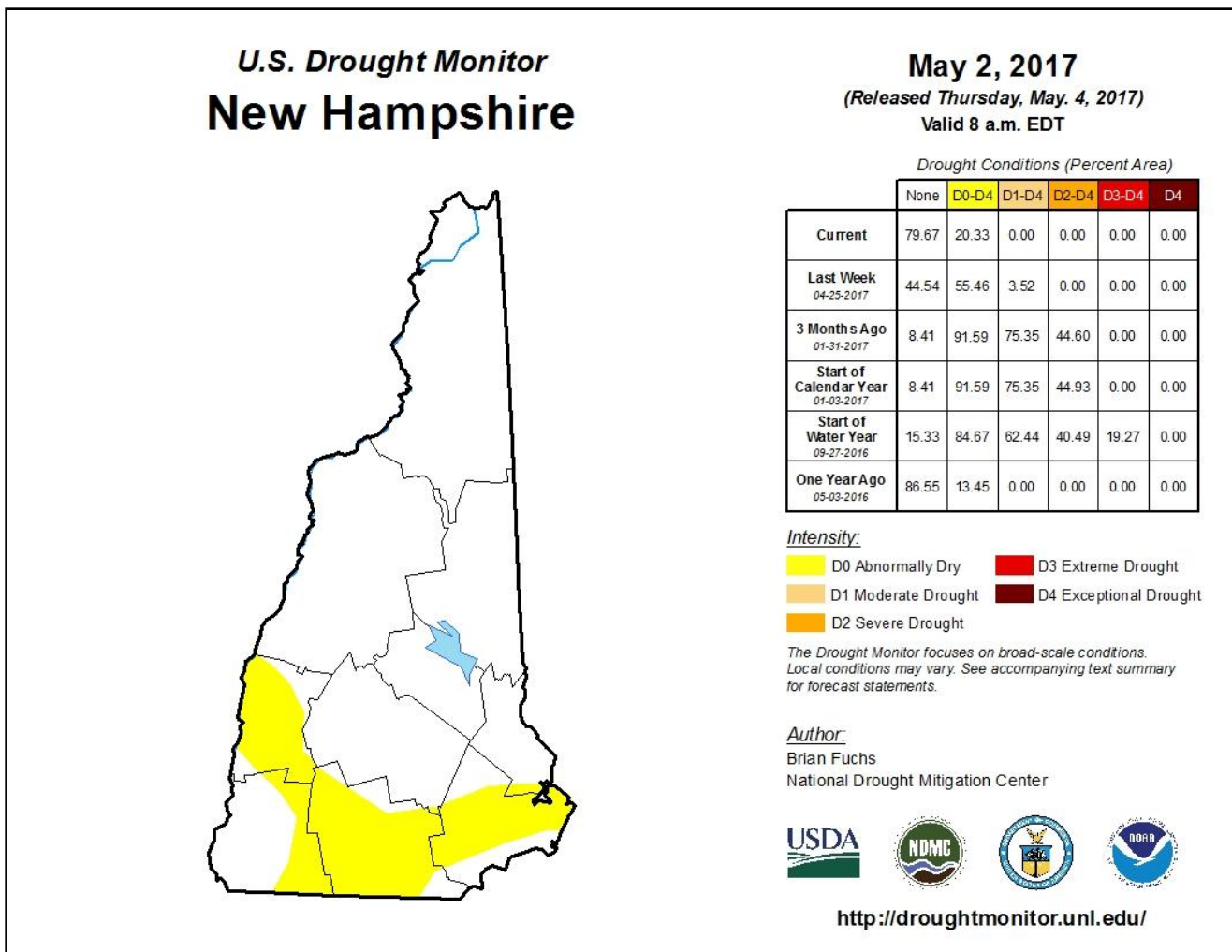
www.exeternh.gov

Water Resources Status & Drought Update

May 5, 2017

New Hampshire Drought Monitor

The National Drought Summary for May 2, 2017 indicates Exeter and the NH seacoast area are **Abnormally Dry (D0)**, except for a narrow band just north of the Massachusetts border that is no longer in drought. This is a one level improvement since 2 weeks ago due to moderate precipitation and slow recharge of groundwater. The drought area in NH continues to decrease.



Groundwater Levels

Currently the groundwater levels for long-term monitoring wells in the region are below average. USGS wells in Epping and Deerfield are recovering from the drought, but are still below the median levels for the month (25 percentile).

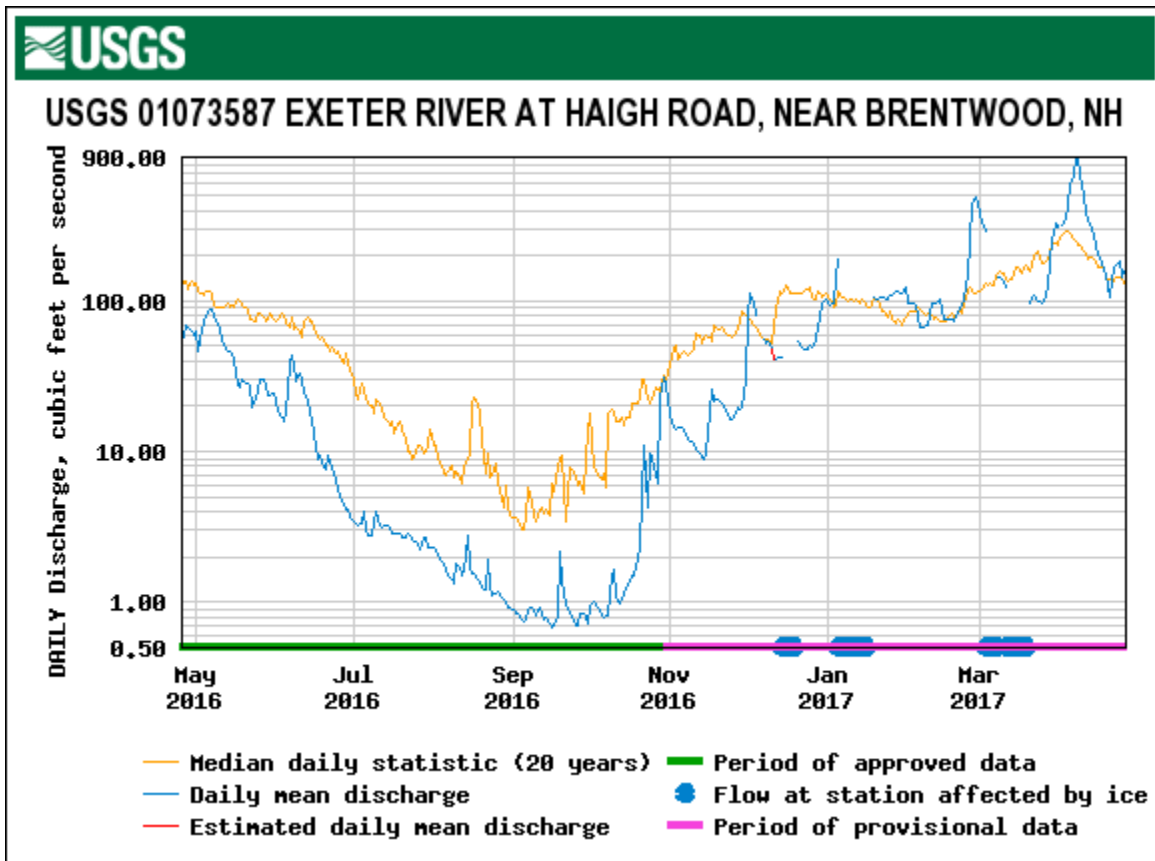
Gilman and Stadium wells have only been in production in their revitalized conditions for a little over a year. Their historical use is limited. Additional information will be provided as it becomes available. Current static levels are below static levels measured in 2009 during the early permitting and redevelopment phases of the wells.

Current groundwater levels are considered **Below Average**.

River Flow

The months of March and April are typically the highest average flow rates throughout the year for the Exeter River. The USGS stream flow gauge on the Exeter River at Haigh Road in Brentwood (drainage area 63.5 square miles) indicates current instantaneous discharge is 222 cubic feet per second (cfs) (at 12:15 on 4/27/17). This gauge is occasionally affected by the operation of an upstream dam. The water supply intake for the Town of Exeter is located several miles downstream, with a contributing watershed of 107 square miles. The flow rates at this location are 1.69 times higher than at the Haigh Road gauge.

Exeter River flow rates are considered **Average** for this time of year.



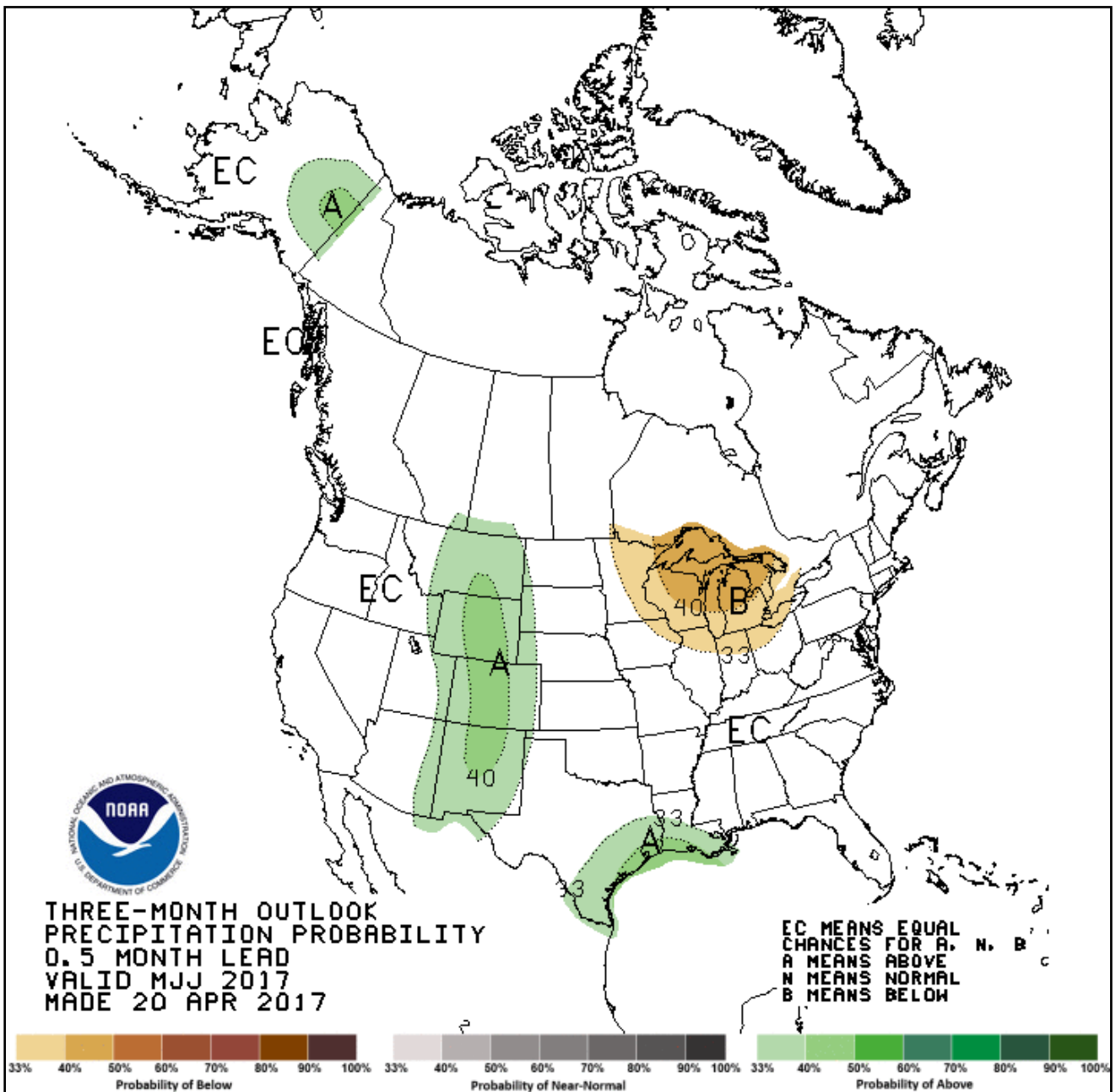
Precipitation

Total precipitation received for the month of April (through the 27th) is 5.44 inches which is above the normal of 4.06 inches. Precipitation since January 1 is 14.46 inches which is slightly below the average of 14.91 inches (Source: National Weather Service NOWData for Epping, NH). Total annual precipitation averages 45.09 inches for this site (53 years of record).

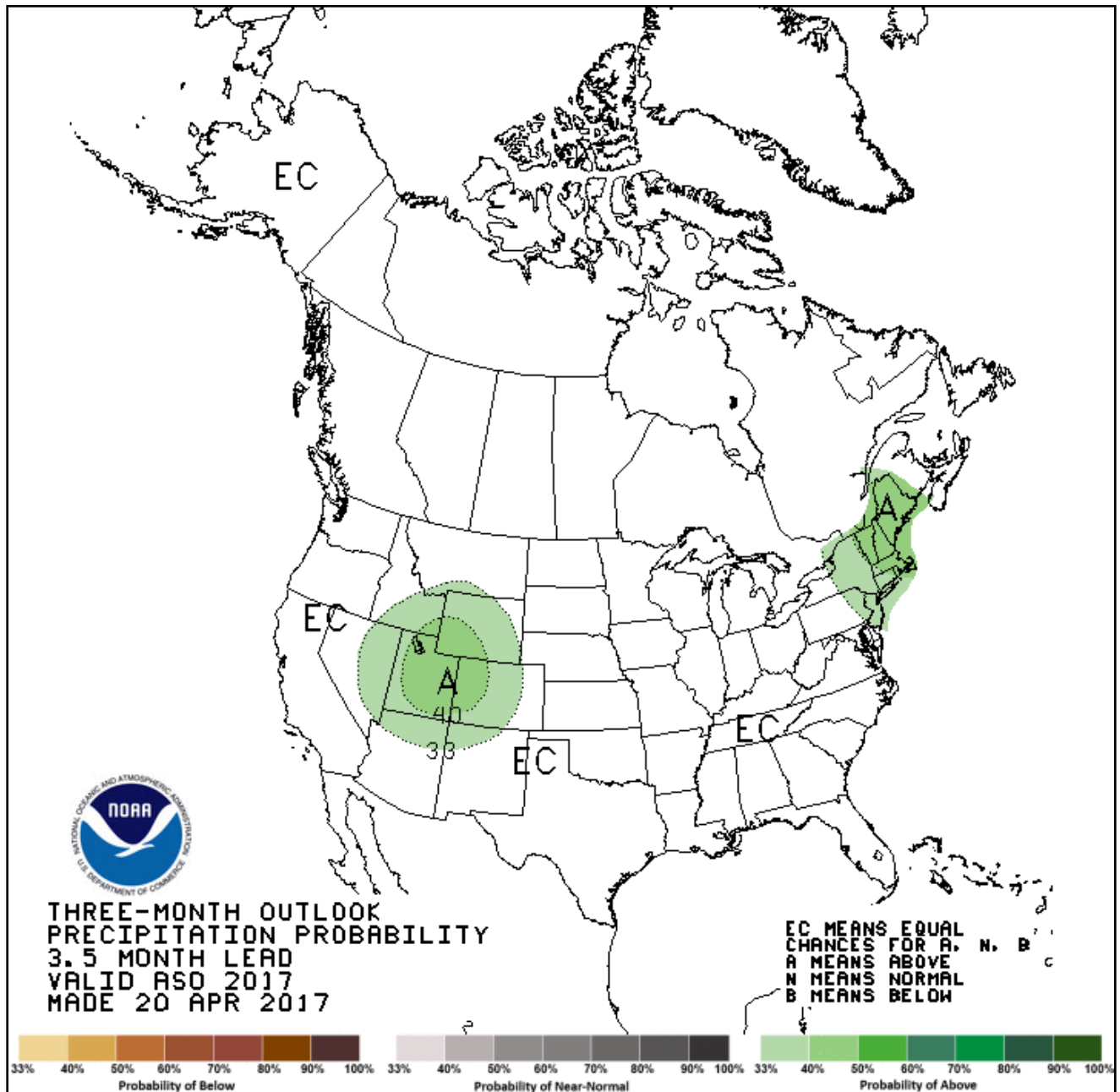
Precipitation is considered **Average** for the year and month.

Precipitation Forecast

The three month outlook from NOAA indicates equal chances for above, normal or below normal precipitation for May through July.



The outlook for later in the summer from August through October is 40 to 50% probability of being above normal precipitation.



http://www.cpc.ncep.noaa.gov/products/predictions/multi_season/13_seasonal_outlooks/color/churchill.php

Water Supply

The Reservoir on Dearborn Brook (Waterworks Pond) was the source of water for the surface water treatment plant (SWTP) for the month of April 2017; the SWTP produced 18,489,939 gallons of water, or 69% of demand. The groundwater treatment plant (GWTP) produced 8,169,971 gallons, or 31% of demand. The combined volume surface and groundwater for the month was 26,659,910 gallons, which averages out to 0.89 (1.0) million gallons per day (MGD). This is an 11% reduction from March.

The surface water supply was switched over from the Reservoir to the Exeter River due to better water quality and treatability on May 3. This is a seasonal change and the river will remain the primary surface water source until late fall. Staff increased surface water production during this high surface water flow period in April in order to reduce groundwater use now and conserve it for use during low precipitation periods during the summer months.

The Epping Road elevated water storage tank has been removed from service for approximately 6 weeks for scheduled maintenance including recoating the exterior and installing ventilation. This maintenance was deferred from last fall during the peak of the drought, but cannot be deferred any longer. The tank is scheduled to be returned to service before July.

Summary

Recent precipitation has increased river and stream flows and recharged surface water storage to average conditions for this time of year. Groundwater levels remain below average but are recovering. This region of the state is considered abnormally dry (D0).

During the severe drought conditions last summer, the Town of Exeter requested voluntary water restrictions and conservation on August 10, 2016. Mandatory outdoor water bans were instituted on August 30, 2016. The Town continues to be on mandatory outdoor water use ban.

List for Selectmen's meeting May 08, 2017

Abatement

<u>Map/Lot</u>	<u>Location</u>	<u>Amount</u>
83/70	17 Grove Street	\$711.10

Current Use Application

<u>Map/Lot</u>	<u>Location</u>	
53/7	1 Newfields Road	Reclassification

Tax Warrant 1st Bill 2017 \$22,751,779.71



Application for Use of Town Facility

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

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

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

Representative Information:

Name: James DuPrie Address: 151 Wednesday Hill Rd
Town/State/Zip: Lee, NH 03861 Phone: 603 765 5532
Email: jbn.duprie@gmail.com Date of Application: 2/15/2017

Organization Information:

Name: The Pine Street Players at Christ Church Address: 43 Pine Street
Town/State/Zip: Exeter, NH Phone: 603 442 3332

Reservation Information:

Type of Event/Meeting: Theatrical Production Date: April 28 to May 6, 2018
Times of Event: Evening and matinee Times needed for set-up/clean-up: none for set up, might need monday AM 5/7 to load out.

of tables: _____ # of chairs: _____

List materials being used for this event: stage, seats, lights 4/6-7/14 from 4pm

Will food/beverages be served? _____ Description: ideally, we'd like to run tech week late afternoon/eve rehearsals from 3/28-4/4

Requirements:

Cleaning Deposit: A cleaning deposit of \$100 is required of any user serving food or beverages. If the town determines after use that the building was acceptably cleaned, the deposit fee will be returned to the user. No food is allowed in Main Hall of the Town Hall. If food is to be served and/or prepared in foyer of Town Hall, the electrical outlet cannot exceed 20 amps. For more information call Kevin Smart, Maintenance Superintendent at 773-6162 prior to use.

Liability Insurance Required: The Town requires liability insurance to be submitted with this completed application. Required insurance amounts: General Liability/Bodily Injury/Property Damage: \$300,000/\$1,000,000. The Town of Exeter must be listed as additional insured.

Rental Fee: For Town Hall use there is a fee of \$75.00 per day, a payment of \$250 may be required for use of main floor and stage for more than a single day. You may request a waiver of the rental fee in writing.

Keys: Access to a town building after normal business hours requires a key sign out. Forms and keys can be obtained from the Town Manager's office at the Town Office during normal business hours (there is no other option for obtaining a key). A key can be collected up to 24 hours before your event (with the exception of Sunday events).

Signing below acknowledges receipt of and agreement to all rules, regulations and requirements pertaining to the use of a town facility. Permit approvals are contingent upon proper insurance and fees paid to the Town of Exeter.

Applicant signature: James DuPrie Digitally signed by James DuPrie
DN: cn=James DuPrie, o=us, email=jbn.duprie@gmail.com, c=US
Date: 2017.02.14 14:28:48 -0500 Date: 5/3/2017
2/15/2017

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

Office Use Only:

Liability Insurance: On file In-process Will receive by _____
Fee: Paid Will pay by _____ Non-profit fee waiver requested



Application for Use of Town Facility

Forms 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 _____

Signboard Request: Poster Board Week: _____ Plywood Board Week: _____

Representative:

Name: Todd DeLuca Address: 24 FRONT ST. #101
Town/State/Zip: EX, NH 03833 Phone: 772 2411 X111
Email: todd@exeterarea.org

Organization:

Name: Exeter Chamber of Commerce Address: SAME AS ABOVE
Town/State/Zip: _____ Phone: _____

Reservation Details:

Type of Event/Meeting: Meeting of Exeter Comm Date: 5/10/17
Times of Event: 400-630 Times needed for set-up/clean-up: 2
of tables: 2 # of chairs: 12 Will food/beverages be served? Yes No
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: Todd DeLuca Date: 5/24/17

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

Office Use Only:

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



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 _____

Signboard Request: Poster Board Week: MAR 25-APRIL 1 Plywood Board Week: MAR 25-APRIL 1

Representative:

Name: CHRISTOPHER BARTELL Address: 11 WOODLAWN CIRCLE
Town/State/Zip: EXETER, NH 03833 Phone: (603) 812-6180
Email: BARTELL.CHRISTOPHER@GMAIL.COM

Organization:

Name: REGENERATION CHURCH Address: 4 ELM ST
Town/State/Zip: EXETER NH 03833 Phone: (603) 772-8803

Reservation Details:

Type of Event/Meeting: EASTER CELEBRATION Date: 3-31-4-1, 2018
Times of Event: 1030 AM SUN. Times needed for set-up/clean-up: SAT
of tables: 2-3 # of chairs: 200ish Will food/beverages be served? Yes No
Tech/ AV Services Needed: Yes No only out front

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.

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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: [Signature] Date: 4-19-17

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

Office Use Only:

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



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 _____

Signboard Request: Poster Board Week: _____ Plywood Board Week: _____

Representative:

Name: CHRISTOPHER BARTELL Address: 11 WOODLAWN CIR.

Town/State/Zip: EXETER, NH 03833 Phone: (603) 812-6180

Email: BARTELL-CHRISTOPHER@GMAIL.COM

Organization:

Name: REGENERATION CHURCH Address: 4 EZRA ST.

Town/State/Zip: EXETER, NH 03833 Phone: (603) 772-8807

Reservation Details:

Type of Event/Meeting: MUSIC Date: OCT 28-29, 2017

Times of Event: SAT night / Sunday Times needed for set-up/clean-up: SAT

of tables: 2-3 # of chairs: 200 Will food/beverages be served? Yes No

Tech/ AV Services Needed: Yes 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.

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Signing below acknowledges receipt of and agreement to all rules, regulations and requirements pertaining to the use of a town facility. Permit approvals are contingent upon proper insurance and fees paid to the Town of Exeter.

Applicant signature: Date: 4.19.17

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

Office Use Only:

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

SAU16

EXETER REGION COOPERATIVE

EXETER

STRATHAM

NEWFIELDS

BRENTWOOD

E. KINGSTON

KENSINGTON

30 Linden Street • Exeter, NH 03833-2622
tel: 603.775.8400 fax: 603.775.8673

www.sau16.org

MICHAEL A. MORGAN
Superintendent of Schools

ESTHER T. ASBELL
Assistant Superintendent

WILLIAM G. FURBUSH
Assistant Superintendent

PAUL A. FLYNN
Associate Superintendent
Director of Human Resources

AMY R. RANSOM
Business Administrator

HELEN M. RIST
Special Education Administrator

April 20, 2017

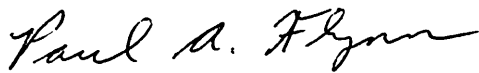
Board of Selectmen
Town of Exeter
10 Front St.
Exeter, NH 03833

Dear Board Members:

At a recent construction meeting relating to our building project at Main Street School, I was made aware that our construction management firm has paid an \$18,000 permit fee to the town. Our project budget did not include such a fee based on information we received during the estimating process from our architect and construction management firm. Both indicated that local municipalities they have worked with have historically waived permit fees for local schools. Since the addition to Main Street School is 100% related to the Exeter School District, I am respectfully requesting a waiver of the permit fee.

Should you require any additional information to support this request for a waiver, please feel free to contact me. Thank you for your consideration of this request.

Sincerely,



Paul A. Flynn
Associate Superintendent of Schools

Town Manager's Office

APR 26 2017

Received



TOWN OF EXETER

Planning and Building Department

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

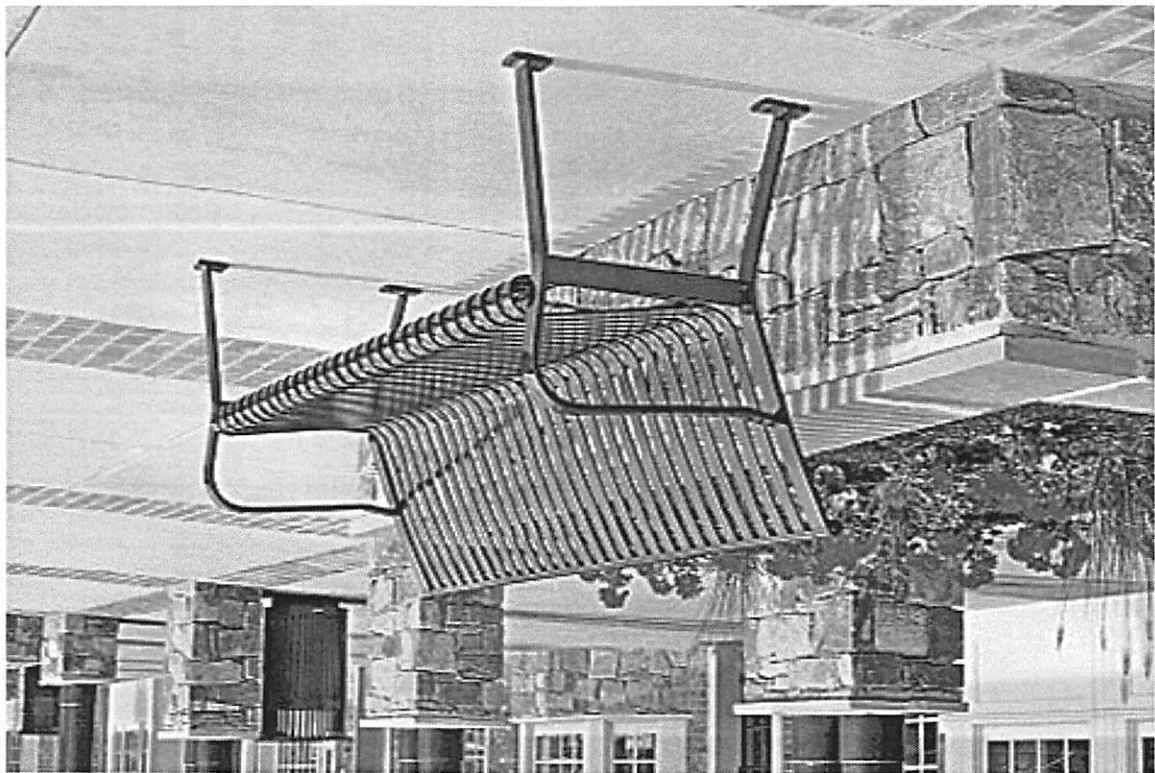
www.exeternh.gov

Date: May 3, 2017
To: Russ Dean, Town Manager
From: Dave Sharples, Town Planner
Re: Downtown improvements

As we discussed, I have attached the pictures of the proposed benches and bike racks for downtown. Since the budget was approved, I conducted further research and went to see different benches and bike racks that were purchased by other towns and organizations. I have found what I believe to be attractive and durable benches and bike racks for the downtown area. The City of Haverhill Ma recently purchased the benches and installed them in a park. I visited the site and they seemed very well built and solid. The benches do have an option of a middle arm rest so if we ever want them then we can install them later. Although I couldn't find any place close that has purchased the bike rack, I like the plain design and that they have two continuous rails to attach to the sidewalk. Once I hear confirmation that these are acceptable I will place the order.

Thank you.

enc (1)



Town of Exeter	Policy Number	Adopted by Board of Selectmen
Subject: Memorial Benches on Town Property	Adoption Date: Revision Date: Effective Date:	Supersedes:

1.0 Purpose of the Policy:

To establish a set of procedures for responding to requests for the placement of memorial benches on Town owned land.

- A. To establish guidelines, standards and procedures for the installation and care of donated elements on Town owned properties. The Town desires to encourage donations while at the same time manage aesthetic impacts and mitigate on-going maintenance costs.
- B. To provide a clear and uniform method for reviewing requests to place memorial benches on Town property;
- C. Ensure that decisions involving such requests are well-considered and address the concerns and needs of the Town relative to maintenance costs, durability of materials, aesthetics, and appropriateness of bench location and merit of the requested memorial.

2.0 Departments Affected:

Parks and Recreation Department
 Planning Department
 Public Works Department

3.0 Policy:

When considering a request for a memorial bench on Town-owned land, the Board of Selectmen shall apply the following standards:

- 1. Acceptance and placement of a memorial bench shall be done sparingly, for good cause shown. At minimum, persons being memorialized shall have, at some point in their lives, held residency or participated in the community for over ten years.
- 2. All memorial benches shall be consistent to the benches that the Town installs in town.
- 3. Except as otherwise permitted by the Selectboard, memorial benches will be allowed only at the locations identified by a master list of existing and proposed benches. The master list will be updated by the Selectboard from time to time and is attached to this policy for reference.
- 4. Pursuant to this policy donors may be authorized to do one of the following:
 - a. Fund the installation of a new park bench on Town property at a location either identified on the master list or deemed acceptable by the Selectboard;

- b. Fund the replacement of an existing park bench on Town property that is identified on the master bench list that is in need of replacement.
5. The plaque is symbolic of the donation and does not entitle the donor to ownership of the particular donated element.
6. Proposed language on memorial plaques must be approved by the Selectboard prior to installation.
7. Maintenance: bench donations become Town property. Accordingly, the Town has the duty to maintain the bench for its life expectancy.
 - a. If current information is on file, the Town will attempt to inform the donor and give them the opportunity to donate for the replacement of the bench at the expiration of the original life cycle.
 - i. It is the responsibility of the donor to provide the Town with a current address for purposes of notification regarding their donation.
8. Cost: The Town has an interest in ensuring that the donor covers the full-cost for the purchase, installation, and maintenance during the expected life cycle of bench. The Town also has an interest in ensuring that on-going maintenance costs do not negatively impact the resources available for maintenance.
9. The Town reserves the right to remove and/or relocate benches and their associated donation plaques, when they interfere with site safety, maintenance or construction activities.
 - a. The Town will attempt to inform the donor of any action related to the disposition of the bench. In certain situations, such as safety or emergency situations, the notification may be made after the action is taken. In the event a bench must be permanently removed, the Town will seek an alternative location consistent with this policy. If no such agreed upon location can be found, the memorial element and plaque will be returned to the donor.
10. The Town will only be responsible for the bench replacement if due to negligence by the Town. The Town will not be held liable to replace, repair, etc. a bench due to circumstances beyond its control such as but not limited to: vandalism, theft, weather related incidents. The Town may make a reasonable effort to repair or replace the donation but will not be obligated to do so.

4.0 Procedures:

The procedure for requesting the placement of a memorial bench on public property shall be as follows:

1. Request for permission to install new or replacement memorial benches on Town owned property by completing the Memorial Bench Request form, which is attached to this policy (Attachment A) and directed to the Town Manager's Office.
2. Requestors shall be provided with a copy of this policy directive.

3. Submitted requests will be forwarded to the Selectboard, Planning Department, Parks and Recreation and Highway, and any other department(s) responsible for maintaining or operating the Town owned land in question.
4. Town department(s) shall submit their recommendations to the Town Manager's Office within 21 days of receipt.
5. The Planning Department and Parks and Recreation will regularly update the master list of benches on behalf of the Selectboard. Said updates shall include an assessment of the current conditions of the benches. As appropriate, bench locations will be added or subtracted from the master list.
6. As a condition of approval of a memorial bench request, the Selectboard will require the request be submitted with a certified bank check (or other form of payment acceptable to the Town) in an amount equivalent to the cost of ordering the bench as well as the installation.
7. Once memorial bench requests have been approved by the Selectboard, it shall be effectuated as follows:
 - a. Donor shall submit payment to the Town Manager's office as described above.
 - b. The Town will then order the bench.
 - c. The Town will install the bench when conditions and circumstances permit.
8. At the end of the bench's life expectancy, the donor shall contact the Town should he/she wish to extend the term.

5.0 Severability:



TOWN OF EXETER, NEW HAMPSHIRE

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

www.exeternh.gov

LEGAL NOTICE EXETER ZONING BOARD OF ADJUSTMENT AGENDA

The Exeter Zoning Board of Adjustment will meet on Tuesday, May 16, 2017 at 7:00 P.M. in the Nowak Room of the Town Office Building, 10 Front Street, Exeter, to consider the following:

NEW BUSINESS:

The application of Anne C. Bushnell, Trustee of the Anne C. Bushnell 2004 Trust as Amended and Restated 2011 for a variance from Article 4, Section 4.4 Schedule III: Density and Dimensional Regulation (Non-Residential) to permit dwelling unit density of a proposed multifamily structure to be less than the required minimum density; and to allow a ten-foot (10') rear yard setback where twenty (20) feet is required. The subject property is located at 12 Front Street, in the C-1, Central Area Commercial zoning district. Tax Map Parcel #72-2. Case #17-15.

✓ The application of Varsity Wireless Investors, LLC for a special exception per Article 4, Section 4.2 Schedule I: Permitted Uses, Article 5, Sections 5.2 and 5.4.2 F. to permit the construction of a wireless communication tower and associated site improvements on the property at 8 Kingston Road. The subject property is located in the NP-Neighborhood Professional zoning district. Tax Map Parcel # 81-49. Case #17-16.

The application of Kendall Wheeler and Donna Taylor for a special exception per Article 4, Section 4.2 Schedule I: Permitted Uses, Note #1 and Article 5, Section 5.2 to permit the conversion of an existing single-family residence into two residential units. The subject property is located at 12 Pleasant View Drive, in the R-2, Single Family Residential zoning district. Tax Map Parcel #85-61. Case #17-17.

The application of Ben and Sarah Anderson for a special exception per Article 5, Section 5.2 and Article 6, Section 6.10 to permit the use of an existing barn structure for community gatherings (for the sharing and cultivation of the arts). The subject property is located at 66 Newfields Road, in the RU-Rural zoning district. Tax Map Parcel # 24-29. Case #17-18.

The application of Kimball Island, LLC for a variance from Article 5, Section 5.6.6 to permit no off-street parking where 61 off-street parking spaces are required for the proposed uses at the island property located at 4 String Bridge. The subject property is located in the WC-Waterfront Commercial zoning district. Tax Map Parcel # 72-31. Case #17-19.

OTHER BUSINESS:

- Approval of Minutes: April 18, 2017.

EXETER ZONING BOARD OF ADJUSTMENT

Laura J. Davies, Chairwoman



7016 1970 0000 7005 7079

Please be advised that you have received this notice, as you are an abutter to one of the above applications being considered by the Zoning Board of Adjustment. If you have any questions, please contact the Planning & Building Department at (603) 773-6112. This meeting will also be televised on EXTV Channel 22 at 7:00 PM and at various times following the meeting.



JOHN E. LYONS, JR.
ATTORNEY AT LAW
E-MAIL: JLYONS@LYONSLAW.NET
ONE NEW HAMPSHIRE AVENUE
SUITE 235
PORTSMOUTH, NH 03801
TELEPHONE: 603.431.5144
FAX: 603.431.5181
WEBSITE: WWW.LYONSLAW.NET

ANTJE S. BOURDAGES
PARALEGAL
E-MAIL: ABOURDAGES@LYONSLAW.NET

April 25, 2017

RECEIVED

APR 25 2016

HAND DELIVERED

Don Clement, Chair
Exeter Board of Selectmen
c/o Dave Sharples, Town Planner
Town of Exeter
10 Front Street
Exeter, NH 03833

EXETER PLANNING OFFICE

RE: 12 Front Street Variance Application

Dear Chair Clement:

Please be advised that I represent Anne Bushnell, Trustee of the Anne C. Bushnell 2004 Trust as Amended and Restated 2011 ("Bushnell Trust"). Ms. Bushnell has held ownership of the property located at 12 Front Street, in one form or another, for the past 17 years. She currently holds title through the Bushnell Trust.

My client, consistent with the Exeter Master Plan, its updates and present proposed revisions, is intent on maintaining the historic integrity of the large, three-story, single residence, wood frame home on the property that is an integral part of the Historic Exeter Town Square. To do this, she is seeking to construct a nine unit condominium building on the rear of her property. This would allow my client to maintain the front building as a single family unit. The overall development will then be consistent with Exeter's Master Plan to increase downtown vibrancy, walkability, prosperity, and housing options.

The project as proposed requires us to apply to the ZBA for a density variance and a rear setback variance. For your convenience, I attach a copy of the Variance Application and Letter of Explanation. As part of the Application for Variance, which has in fact been submitted to the ZBA, we attached a Conceptual Site Plan and Boundary/Topographic Worksheet. I also attach copies of those plans to this letter.

As you will note on the Site Plan, set out in Note 1:

Property has an historic rear access way and gate located at the rear of the property that accesses the municipal lot. The access has been blocked by

public parking added to the municipal lot. The owner will relinquish the rear access to property in lieu of new access rights to municipal lot located to the south of the property.

The Site Plan actually locates the access gate on the northeasterly corner of the rear property line.

My client and I have had the opportunity to review this situation with your Town Planner, Dave Sharples, and your Code Enforcement Officer, Doug Eastman.

My client is proposing and requesting that the Selectmen agree to enter into an agreement with my client whereby she will relinquish her historic access at the rear of the property to the Town of Exeter. This benefits the town in that it allows for additional parking along the rear property line of my client's property.

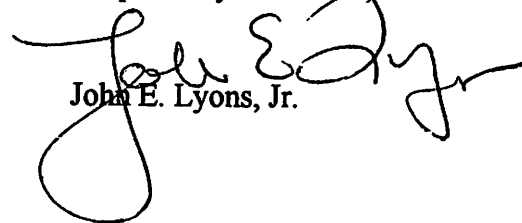
As set out above in exchange for relinquishing the rear access, my client is requesting a new access on the south side of the property as shown on the site plan. While one or two spaces may be lost as a result of this access, this is more than offset by my client's relinquishing the rear access. Moreover, this allows my client to place the new building in the rear of her lot, which is more consistent with the Town's Master Plan. Exiting my client's lot from the proposed access, as opposed to the rear access, is a safer option for entering and turning traffic. Finally, the proposed side access relieves traffic from Front Street.

I would respectfully request that this matter be scheduled for a hearing before the Board of Selectmen, at which time I would be pleased to address this matter and any issues and concerns the Board may have.

Of course, in the meantime, should the Board have any questions through its town officials, please let me know and I will be glad to provide that information to you.

Thank you.

Respectfully submitted



John E. Lyons, Jr.

JEL/ech
Enclosures

Town of Exeter
APPLICATION FOR A

VARIANCE

Case Number: _____
Date Filed: _____
Application Fee: \$ _____
Abutter Fees: \$ _____
Legal Notice Fee: \$ _____
TOTAL FEES: \$ _____
Date Paid _____ Check # _____

Name of Applicant Anne C. Bushnell, Trustee of the Anne C. Bushnell 2004 Trust as Amended and Restated 2011

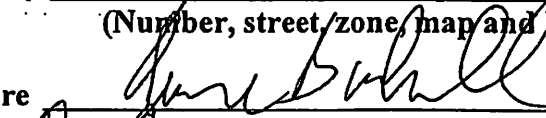
(If other than property owner, a letter of authorization will be required from property owner)

Address 12 Front Street, Exeter, NH

Telephone Number (603) 775-0527

Property Owner Anne C. Bushnell, Trustee of the Anne C. Bushnell 2004 Trust as Amended and Restated 2011

Location of Property 12 Front Street, Tax Map 72/Lot 2
(Number, street, zone, map and lot number)

Applicant Signature 

Date April 19, 2017

*NOTE: This application is not acceptable unless all required statements have been made.
Additional information may be supplied on a separate sheet if space is inadequate.*

APPLICATION FOR A VARIANCE

A variance is requested from article 4 section 4.4 of the Exeter zoning ordinance to permit:

Dwelling unit density of 2,282.50 square feet where 3,500 square feet is required and allow a 10-foot rear setback where 20 feet is required

FACTS SUPPORTING THIS REQUEST:

1. The variance will not be contrary to the public interest;

See attached Exhibit A

2. The spirit of the ordinance is observed;

See attached Exhibit A

3. Substantial justice is done;

See attached Exhibit A

4. The values of surrounding properties are not diminished;

See attached Exhibit A

5. Literal enforcement of the provisions of the ordinance would result in an unnecessary hardship.

See attached Exhibit A

ABUTTER LABELS AND LISTS:

Abutter labels and lists must be attached to this application. Please contact the Planning Office if you have any questions.

ADDITIONAL MATERIALS:

If provided with the application, additional submission materials will be sent to the ZBA members in their monthly packet of information. Please contact the Planning Office if you have any questions regarding additional submission materials.

EXHIBIT A

12 Front Street

1. The variance will not be contrary to the public interest;

The existing structure located on 12 Front Street is a prominent building in the center of Exeter's Historic Town Square. Granting the variances to allow for the construction of the multifamily building in the rear of the lot, and the creation of a condominium will help preserve the existing building and preserve Exeter's Historic Town Square.

As stated in the report prepared by Horsley Whitten, the consultant hired by the Town of Exeter, and reviewed at the Master Plan Workshop in January 2017, "Exeter's historic character is important to maintain, enhance, promote and balance with new activities, particularly those within the downtown." This goal will be met by granting the variances requested herein. At the same time, granting the requested variances will help enhance downtown revitalization and walkability, which were also topics noted in a positive light at the Master Plan Workshop.

Granting the requested variances would also be consistent with the 2010 Exeter Master Plan Update addressing issues of housing and residential life. The Update spoke specifically about housing and the qualities of residential life being important considerations in the development of the town's Master Plan. The location, quality, and affordability of housing and the opportunity to build housing of various types are an important part of community planning. Specifically, the Vision Statement set out in the 2010 Update states in part: "Exeter will be a community with a high quality housing supply that is diverse in type, ownership and affordability; that is reflective of the town's history and culture..." Granting the requested variances and thereby allowing the construction of the nine unit, single bedroom, multifamily building, helps create a high quality, diverse housing supply. At the same time, the creation of the condominium will provide the necessary support for the existing three-story building to remain a single family residence in its present condition, and thereby preserving the Town's history and culture.

The 2010 update to the Exeter Master Plan pertaining to housing and residential life also talks about the need to provide housing options which create more vibrant and walkable neighborhoods that meet the needs of citizens throughout the stages of their lives. As the Update specifically states, "living in town may not be for everyone, but many people would choose to live in an area that was closer to their workplace." The Update also specifically states, "mixed use areas that include small scale retail as well as residential areas can provide a higher quality of life to those who no longer drive due to age or infirmity." Granting the variances and thereby allowing the development of the proposed ten unit condominium, which would include the nine unit, single bedroom, multifamily building and the single unit existing home will allow people of all ages to have access to restaurants, retail establishments, professional offices, and municipal offices within walking distance. The units would also be in walking distance to the Amtrak and two of the town's largest employers, PEA and Exeter Hospital. In short, granting the proposed variances would directly support Exeter's vision in its 2010 Master Plan Update.

The 2010 Master Plan Update pertaining to Transportation sets out a goal to “promote compact mixed use land development to reduce infrastructure costs and improve the viability of public transportation, walking and bicycling as options for travel.” Granting the variances requested herein will achieve those goals and promote the public interest.

The 2010 Master Plan Update pertaining to Historic and Cultural Resources sets out a goal to “pursue an integrated approach to protecting, enhancing and benefiting from Exeter’s cultural and historical resources. This should involve a combination of incentives, municipal investment, technical assistance, planning and regulation integrated with the town’s land use planning program.” Accordingly, granting the variances requested herein will not be contrary to the public interest in that the historic nature of the existing building located at 12 Front Street will be preserved.

Municipal Resources, Inc. prepared a report in October 2015 titled “Town of Exeter, NH Planning and Community Development System Review, Analysis and Recommendations.” One of the conclusions reached on page 21 of that report is that “Exeter is a beautiful community, home to one of the premiere village centers in New Hampshire...” The existing home located at 12 Front Street is an integral part of Exeter’s village center. Granting the variances requested herein which would allow the construction of the multifamily building in the rear of the lot is clearly in the public interest in that it provides a mechanism for the preservation of the existing home located at 12 Front Street.

Exeter’s Preservation Guidelines, on page 7, encourage a property owner, whenever possible, to “repair rather than replace.” Granting the variances as requested herein, which would allow the construction of the new nine unit building in the rear of the lot, allows for the preservation of 12 Front Street as a single family residence rather than creating a scenario where there needs to be wholesale reconstruction or replacement in order to make the building financially viable.

2. The spirit of the ordinance is observed;

As set out in Article 4.2 of the Zoning Ordinance, the Central Area Commercial District (C-1) permits multifamily residential use. Accordingly, granting the variances to construct a multifamily building consisting of nine single bedroom units in the rear of the 12 Front Street lot does not violate the spirit of the ordinance.

Article 8 of the Zoning Ordinance establishes the Exeter Historic District. The purpose of the Historic District is to safeguard the heritage of the Town as it is represented in structures of historic and architectural value located, or which may be located, in the historic district. The 12 Front Street lot is bisected by the Historic District. The front of the lot on which the existing home sits is in the Historic District. The rear of the lot where the new multifamily building will be constructed is not within the Historic District. Allowing the requested variances to construct the new multifamily building, in order to preserve the existing home as a single family residence within the Historic District, is consistent with the spirit of the ordinance.

Article 10 of the Zoning Ordinance provides that Exeter deems it desirable to control growth to protect the health, safety, convenience, property and general welfare of its inhabitants, as well as

to ensure that the rate of growth of the town does not unreasonably interfere with the town's capacity for planned, orderly and sensible expansion of its services to accommodate such growth. Granting the requested variances to allow the construction of a nine unit, single bedroom, multifamily building in the rear of the 12 Front Street lot, which is surrounded by a municipal parking lot, meets the spirit of Article 10 of the Zoning Ordinance in regard to growth management.

3. Substantial justice is done;

The Applicant has owned the property located at 12 Front Street in one form or another for over 17 years. Over the last four years, the Applicant, through the Betty LaBranche Agency, Inc. and its principal, Betty LaBranche, a highly experienced real estate agent, has attempted to sell the property located at 12 Front Street. Given the nature and the cost to maintain the existing structure, along with maintaining the significant back portion of the lot, and the real estate tax burden related thereto, the Applicant has been unable to sell the home. The Applicant was approached by one developer who wanted to convert the home into a restaurant. However, the developer ultimately determined that the cost to convert the home into a restaurant would be prohibitive.

By allowing the Applicant to construct a multifamily building of nine single bedroom units in the rear of the property, while maintaining the front building as a single condominium unit, will help defray the cost of the property as a whole and allow the Applicant to sell the front property at a reasonable price to attract buyers in order to maintain it as a single structure.

Moreover, because of the shape of the lot, the multifamily building can be built in the back of the lot, surrounded by the municipal parking lot, without interfering with the streetscape on Front Street. In short, substantial justice will be done, and granting the variances will enable the preservation of an important property in Exeter's historic downtown.

Other multi-unit buildings presently abut the parking lot and are quite dense. As examples, see 24 Water Street and 10 Bow Street. Other density variances have been granted in the last few years, including Franklin Street, Epping Road, Squamscott Commons and Windsor Crossing.

4. The value of surrounding properties is not diminished;

12 Front Street is located in a C-1 commercial zone in Exeter's historic town center. Granting the variances so as to create a scenario where the existing three-story wood home can be preserved in its present condition not only enhances and preserves the values of surrounding properties, but enhances the values of all properties in Exeter.

Exeter and many communities are very familiar with large, historic properties that, once divided into a tenement style property, lose their historic charm. Even though the outside of the structure might not significantly change, the site of multiple mailboxes and expanded entrances ends up ruining the look of the property, particularly a structure in Exeter's historic center.

The rear of the property, where the proposed multifamily building is to be constructed, is surrounded on all three sides by a municipal parking lot. The properties surrounding the parking lot consist of retail shops, restaurants, and professional offices. The front of the 12 Front Street Lot is abutted to the north by the Exeter Town Offices and to the south by a professional office building. Maintaining the existing home enhances the value of all properties in the Exeter historic center. Allowing the creation of the multifamily, nine single bedroom unit building enhances the value of other surrounding properties. It also enhances the value of surrounding properties by increasing foot traffic and clientele for the downtown retail establishments, professional offices, and restaurants.

5. Literal enforcement of the provisions of the ordinance would result in an unnecessary hardship.

The property at 12 Front Street is unique. Owing to the special and unique conditions that distinguish the property from other properties, literal enforcement of the provisions of the ordinance would result in an unnecessary hardship. Moreover, no fair and substantial relationship exists between the general public purposes of the ordinance provisions at issue in this Application and the specific application of those provisions to this property. Finally, the proposed use is a reasonable one.

Specifically, this property is unique in that it consists of a large, three-story home that sits in the middle of Exeter's Historic Town Square. It is the only single family residence that sits in the middle of Exeter's Historic Town Square. The 12 Front Street lot is large and consists of 22,825 square feet. The lot is approximately 270.75 feet deep. It is bisected by the Historic District. The rear 130 feet of the property is surrounded on all three sides by a municipal parking lot.

Because of the unique characteristics and conditions that distinguish the 12 Front Street property, the Applicant, as set out in Section 3 above, has been unable to sell the three-story wood frame home as a single family residence, despite her best efforts. She did have one developer who approached her to convert the home into a restaurant but declined to follow up on that proposal given the cost to renovate the interior of the home.

The proposed development of a multifamily building consisting of nine single bedroom units in the rear of the lot will allow the Applicant to create a condominium that will defray the costs of this large and unique lot and thereby allow the Applicant to sell the front structure as a single unit at a reasonable cost, maintain it in its present condition, and preserve the historic integrity of the property.

The proposed density variance of 2282.5 square feet as opposed to 3,500 square feet required by the ordinance is reasonable given the dimensions of the lot. In fact, on March 22, 2005, this Board approved the development of the "Squamscott Block" located at 130-36 and 154-56 Water Street, and 11 Front Street in the C-1 zoning district. The Board allowed the development of 30 units with a density of 1,750 square feet.

Moreover, the open space requirements of the C-1 zoning district are more than met. The maximum building footprint in the C-1 district is 75% of the lot. This proposed project only

covers 26.5% of the lot. The minimum open space allowed is 5%. Forty percent open space will be maintained.

It is also important to remember it is not the number of units that's necessarily important as to this Application. It is the number of bedrooms. The nine units in the new structure are all single bedroom units.

The density relief is also requested to make the project financially feasible in order to preserve the existing home as a single family unit. Nine units are necessary, based on the economies of scale and mass, to offset and support the front unit, be able to lower the price of the front unit, reduce the carrying costs of the front unit, and make it attractive to potential buyers. If the number of units were reduced, the units would then need to be two bedrooms, which would change the demographic of the population interested in these units, and increase traffic and the number of people living in a unit.

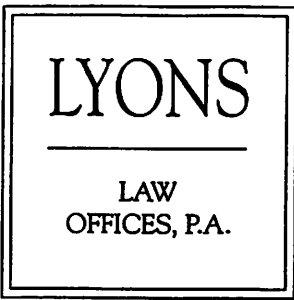
The requested relief as to the rear setback is driven by the requirement of reasonably locating 14 parking stalls in order to preserve the open space feel of the lot. The relief is also reasonable as to the rear setback. The rear lot line does not abut another structure. The rear lot line abuts the open space of a municipal parking lot.

Abutter List

Property in Question: 12 Front Street, Exeter, NH Map 72, Lot 2

The following is a list of abutters to the property:

Abutter Number	Map	Lot	Owner
1	72	1	Exeter, Town of 10 Front Street Exeter, NH 03833
2	72	12	Exeter, Town of 10 Front Street Exeter, NH 03833
3	72	6	Exeter, Town of 10 Front Street Exeter, NH 03833
4	72	3	E & P Properties, LLC 14 Front Street Exeter, NH 03833
5	72	222	Exeter Congregational Church 21 Front Street Exeter, NH 03833
6	72	224.002	Exeter Realty Trust Hajjar Charles, Trustee 11 Front Street, 32 Exeter, NH 03833 <u>Mailing Address</u> 30 Adams Street Milton, MA 02186
7	72	225	Exeter, Town of 10 Front Street Exeter, NH 03833



JOHN E. LYONS, JR.
ATTORNEY AT LAW
E-MAIL: JLYONS@LYONSLAW.NET
ONE NEW HAMPSHIRE AVENUE
SUITE 235
PORTSMOUTH, NH 03801
TELEPHONE: 603.431.5144
FAX: 603.431.5181
WEBSITE: WWW.LYONSLAW.NET

ANTJE S. BOURDAGES
PARALEGAL
E-MAIL: ABOURDAGES@LYONSLAW.NET

April 20, 2017

Laura Davies, Chair
Board of Adjustment
Town of Exeter
10 Front Street
Exeter, NH 03833

RE: Letter of Explanation - 12 Front Street Variance Application

Dear Ms. Davies:

My client, Anne Bushnell, Trustee of the Anne C. Bushnell 2004 Trust as Amended and Restated 2011, is providing you with this Letter of Explanation in support of the Variance Application as to 12 Front Street, Exeter, New Hampshire. 12 Front Street is located in the Central Area Commercial District (C-1). The Applicant is requesting a variance from Article 4, Section 4.4 of the Zoning Ordinance to permit dwelling unit density of 2,282.50 square feet where 3,500 square feet is required, and to allow a ten-foot rear setback where 20 feet is required.

12 Front Street consists of a large rectangular lot on which sits a considerable three-story, single family, wood frame home. The Applicant has owned this property, in one form or another, for 17 years.

The property is unique. The existing home is an integral part of Exeter's Historic Town Square. It is the only single family residence that sits in the middle of the Historic Town Square. It is surrounded by professional offices, town offices, the old Town Hall, a church, retail offices, restaurants, and a parking lot. The large rectangular lot is 22,825 square feet and 270.75 feet deep. The lot is bisected by the Historic District. The rear 130 feet of the property is surrounded on all three sides by a municipal parking lot.

The Applicant has attempted to sell the existing home for the last four years through the professional services of Betty LaBranche of Betty LaBranche Agency, Inc. Due to the unique conditions of the lot as set out above, the cost not only to maintain the home, but the large lot itself and the cost of the municipal real estate taxes, the Applicant has been unable to sell the home. The Applicant was approached by a developer who looked at the property to convert it to a restaurant. However, the developer ultimately declined to move forward given the significant cost to convert and renovate the existing interior portions of the building into a restaurant.

My client is now asking for the Board's help in transitioning this iconic 19th century property. 12 Front Street, in its present condition, is a dinosaur and needs to adapt. After 190 years of wear and tear, it is a fragile property made vulnerable by its location and present condition. It is in dire need of support to preserve and protect its significant importance as an iconic symbol of Exeter's Historic Town Square. The Applicant is committed to seeing that it remains an elegant presence in the streetscape in Exeter's "premier New England Village" as referenced in the Municipal Resources, Inc. report of October 2015.

The Applicant is looking to construct a nine unit, single bedroom, multifamily building in the rear of the 12 Front Street lot. This building would be outside of the Historic District. The existing home, which is in the Historic District, would be maintained as a single unit. A ten unit condominium would then be created. By creating the condominium, the Applicant would be able to sell the front unit for an affordable price to attract appropriate buyers who would be committed to maintaining the property. A buyer of the front unit would be relieved of covering the entire real estate tax bill that presently applies to the property, as well as the cost of maintaining the lot as a whole. The other units in the new building would also contribute toward the cost of common space.

The lot is large enough to accommodate the 14 required parking spaces. Even after the construction of the new multifamily building, the lot more than meets the requirements of the C-1 Zoning District as to the maximum building footprint of 75% of the lot. The proposed project would only cover 26.5% of the lot. The minimum open space required is 5%. 40% would be maintained by this project.

The Applicant is requesting relief from the rear setback to provide a 10% rear setback where 20% is required. This requested relief is reasonable in order to accommodate for the parking and maintain an open space feel to the lot. Moreover, the rear lot line does not abut another building. Rather, the rear lot line abuts the open space of the municipal parking lot.

The variance request as to density of 2,282.5 square feet per unit where 3,500 is required is reasonable. For instance, this Board provided density relief to the Squamscott Block, a portion of which is directly across the street from 12 Front Street, to develop 30 units with a density of 1750 square feet per unit.

As set out in the application: the requested variances will not be contrary to the public interest; the spirit of the ordinance will be observed; substantial justice will be done; the value of surrounding properties will not be diminished; and literal enforcement of the provisions of the ordinance would result in an unnecessary hardship. The Applicant has addressed all of these issues specifically and in detail in her Application. The Applicant would respectfully request the Board make reference to the application in regard to these issues and will not repeat, in this letter of explanation, the reasons why all of these conditions are clearly and substantially met.

The only thing the Applicant would add at this point is that the new multifamily building to be constructed in the rear of the lot is completely consistent with the Exeter Master Plan, its 2010 updates, and continuing work sessions to date. The project will help create a diverse housing supply, provide housing options which create a more vibrant and walkable downtown, and meet


the needs of citizens throughout the stages of their lives. The new multifamily building would also carry on the Exeter tradition of artfully blending the old with the new as evidenced by Phillips Exeter Academy, Exeter Mill, the Pairpoint Complex, and the Squamscott Block. The Applicant's project would, in essence, balance and at the same time protect the property.

The Applicant will also be writing to the Town Selectmen through the Planning Board to request a new driveway access from the side of the property into the municipal parking lot to the south of the property. The Applicant presently has a rear access way and gate located at the rear of the property into the municipal parking lot. This access has been recently blocked by public parking. The Applicant has spoken to several town officials and proposes to relinquish this rear access in lieu of the new access which provides benefit to both the Town of Exeter and the Applicant.

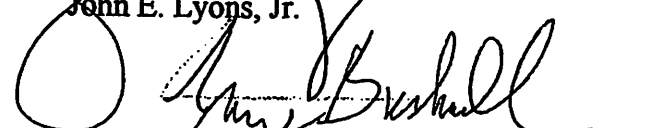
Additionally, if the requested variances are granted, the Applicant would move for a demolition permit to remove the addition to the existing structure with resulting HDC approval. The Applicant then understands she would have to obtain approval from the Planning Board as to the design and facade of the new multifamily building.

The Applicant remains cautiously optimistic that the ZBA will view this application favorably. On multiple levels, as set out in the Application itself, this project provides significant benefit to the Town of Exeter and its residents, including the Applicant.

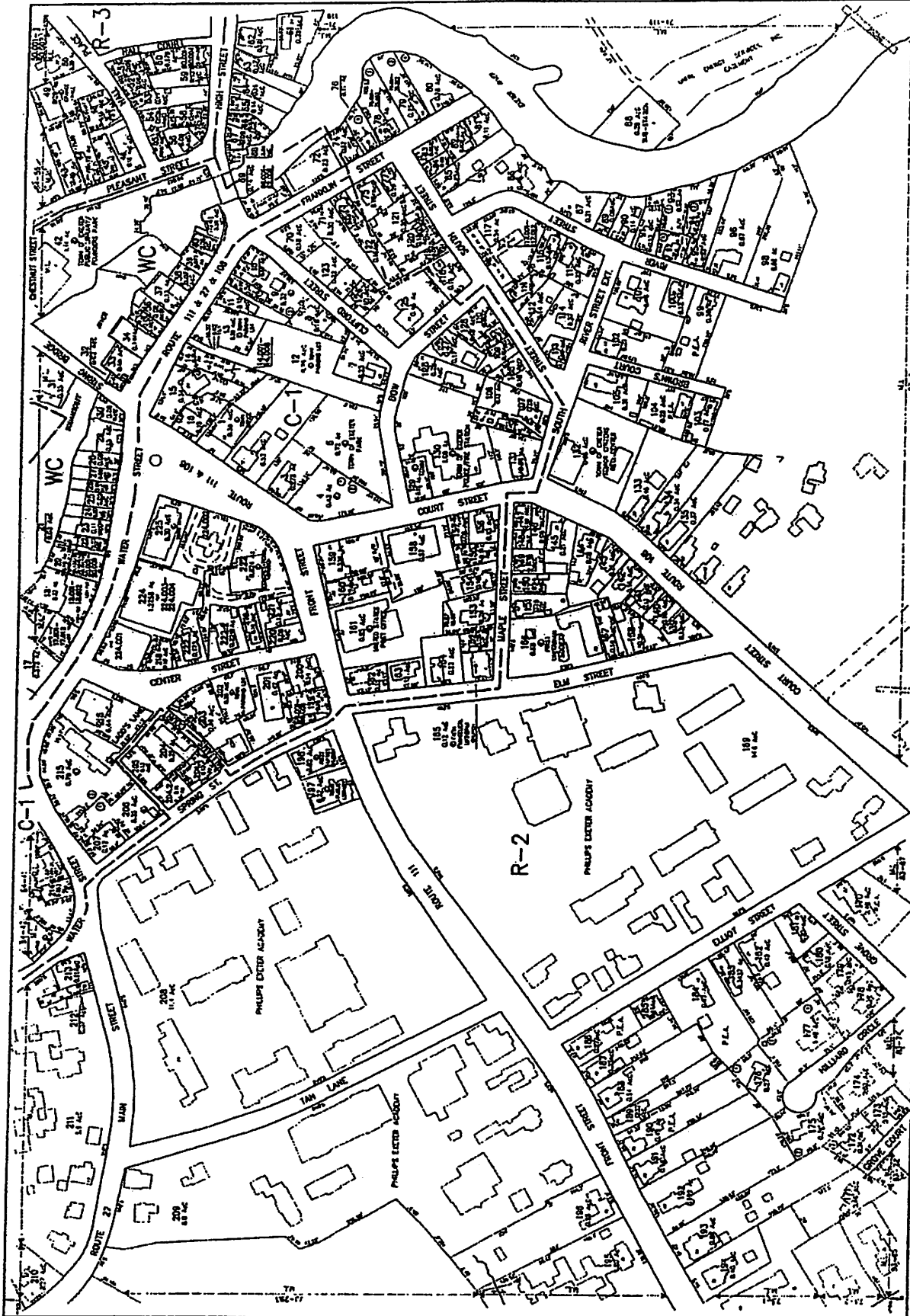
Respectfully submitted,



John E. Lyons, Jr.



Anne C. Bushnell, Trustee of the Anne C. Bushnell 2004 Trust as Amended and Restated 2011



THE MAP IS FOR INFORMATION PURPOSES. IT IS NOT VALID FOR LEGAL DESCRIPTION OR CONVEYANCE.
 THE HORIZONTAL DATUM IS THE NEW HAMPSHIRE STATE PLUMB COMPANY'S SYSTEM.
 PHOTOGRAPHY DATE: APRIL 27, 1993
 COMPUTATION DATE: AUGUST 22, 1993

CONSULT WITH THE
City of Exeter
 Planning Office
 100 State Street, Exeter, NH 03824
 TEL: 603/778-2200

ALL RIGHTS RESERVED
 NO PART OF THIS MAP OR THE INFORMATION CONTAINED HEREIN MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE CITY OF EXETER.

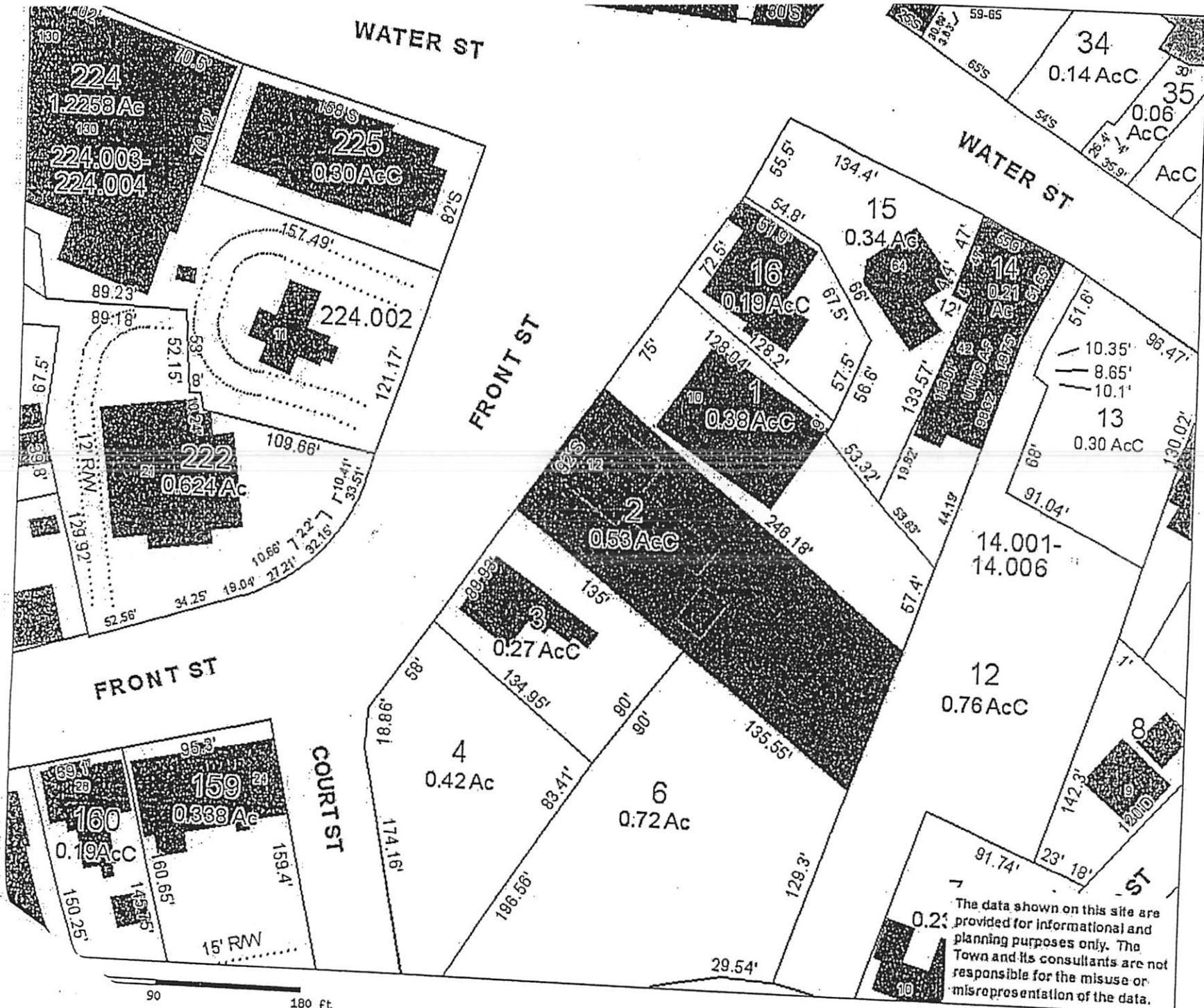
LUSASO
 SCALE 1" = 100'
 REVISION TO: APRIL 1, 2016

PROPERTY MAPS
EXETER
 NEW HAMPSHIRE

INDEX DIAGRAM MAP NO. 72



- ∇ Town Boundary
- ▨ Abutting Towns
- ∇ Streams
- ▨ Open Water
- ▨ Buildings
- ∇ Roads
- Miscellaneous Lines
- ∇ Bridge
- ∇ Hooks
- ∇ Private RD ROW
- ∇ ROW
- ∇ Utility ROW
- Parcels
- ∇ Private Road
- ∇ Railroad ROW
- ∇ Road
- ∇ Undeveloped Road
- ∇ Property Line



The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.

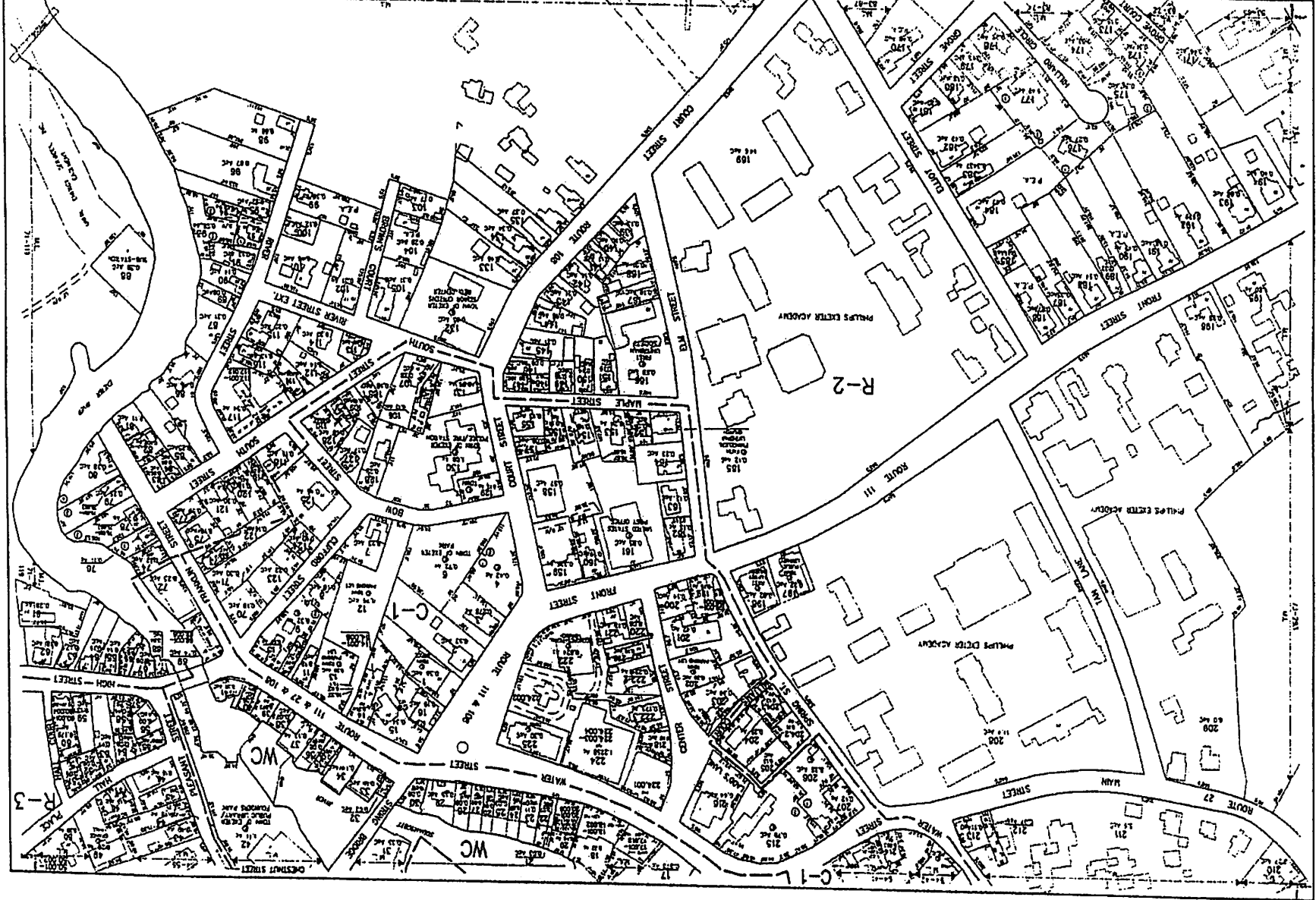
CONSTRUCTION DATE: MARCH 23, 1983
REVISION DATE: APRIL 23, 1983
MAP NO. 72
INDEX DIAGRAM
PROPERTY MAPS
EXETER
NEW HAMPSHIRE

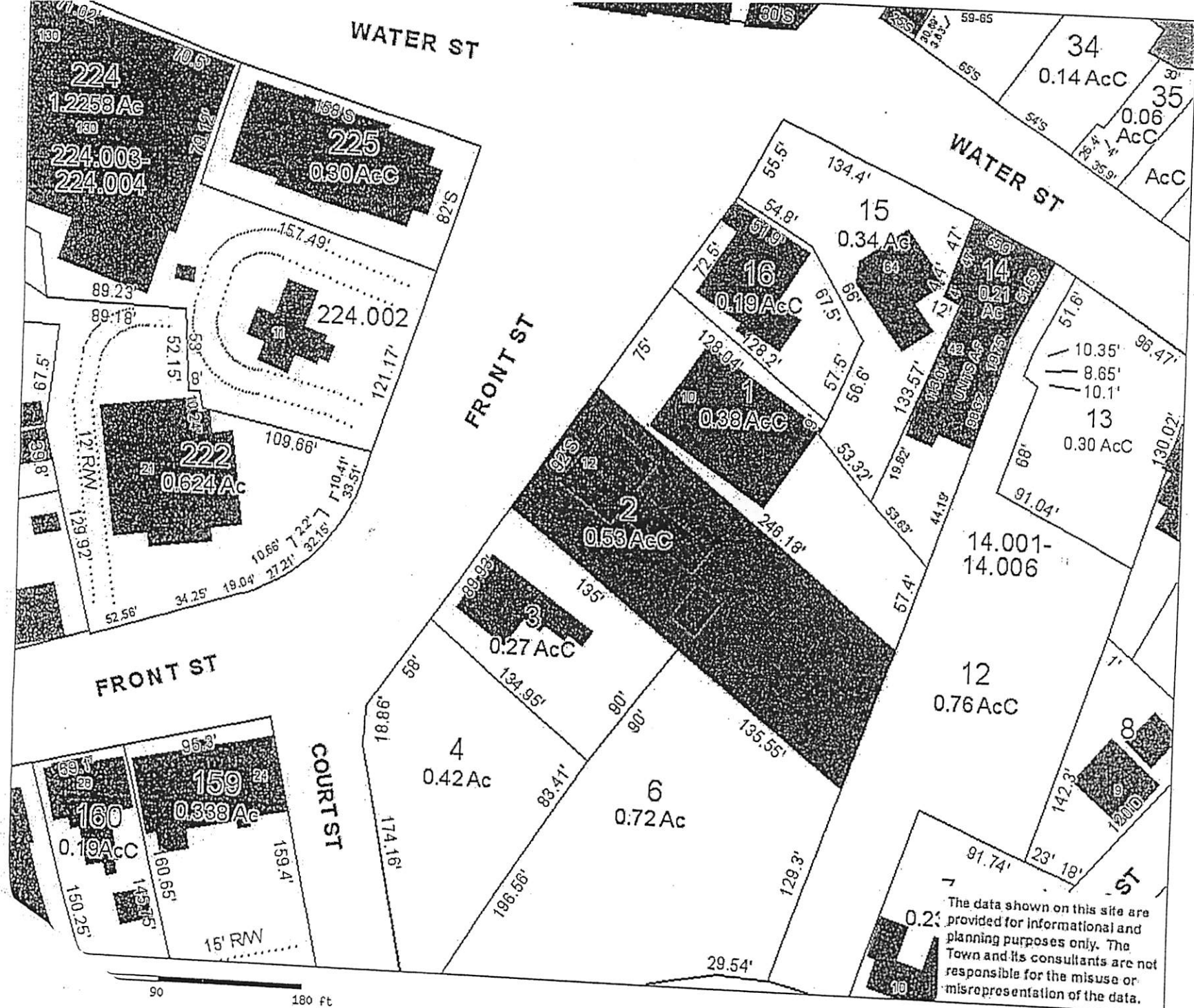
THE STATE OF NEW HAMPSHIRE
OFFICE OF THE REGISTER OF DEEDS
1000 STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TEL: 603-225-8600

SCALE: 1" = 100'
REVISION TO: APRIL 1, 2015
L.S. (L)

EXETER
PROPERTY MAPS
INDEX DIAGRAM
MAP NO. 72

72
INDEX DIAGRAM
MAP NO.

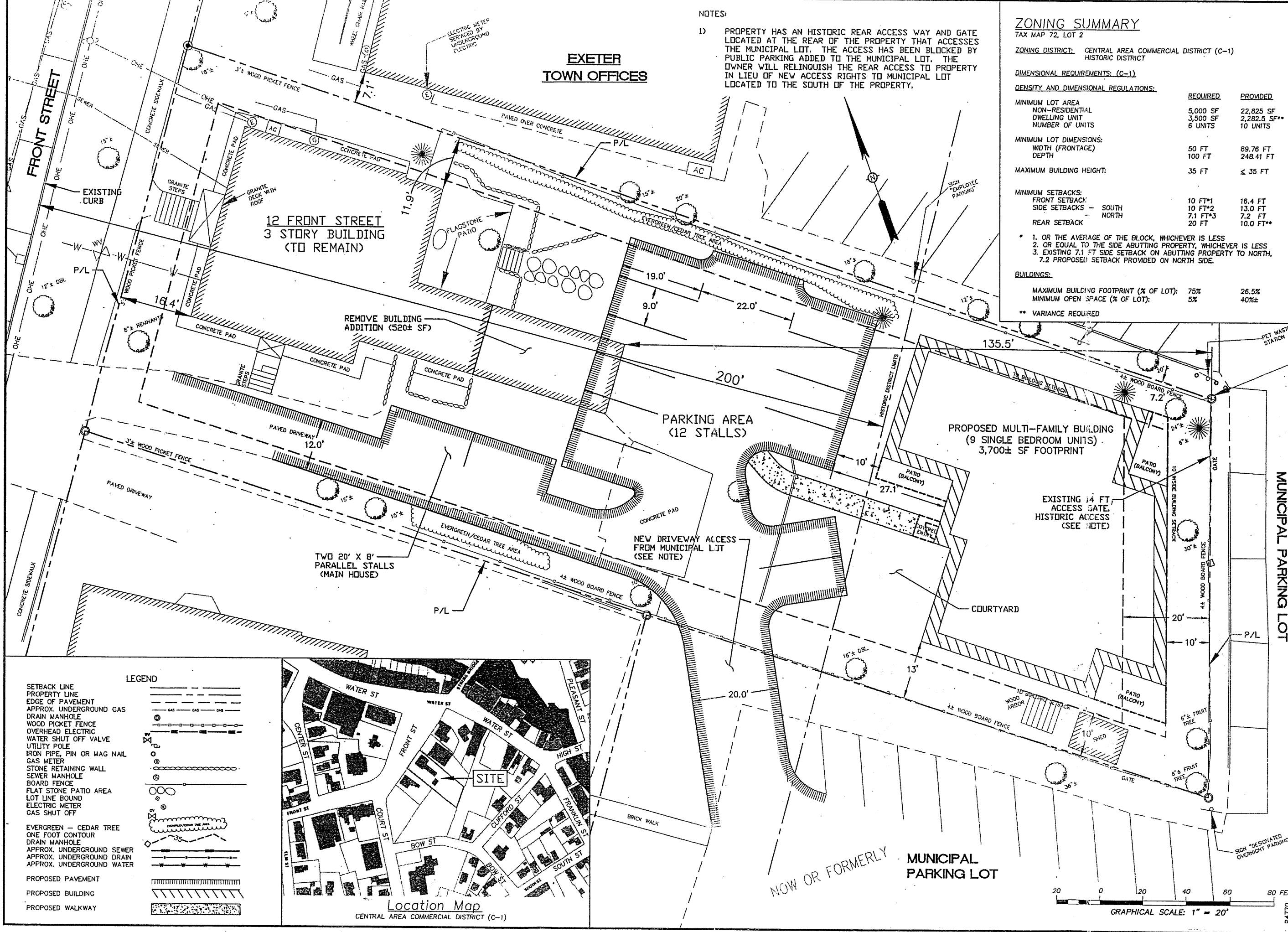




- Town Boundary
- Abutting Towns
- Streams
- Open Water
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NOTES:
 1) PROPERTY HAS AN HISTORIC REAR ACCESS WAY AND GATE LOCATED AT THE REAR OF THE PROPERTY THAT ACCESSES THE MUNICIPAL LOT. THE ACCESS HAS BEEN BLOCKED BY PUBLIC PARKING ADDED TO THE MUNICIPAL LOT. THE OWNER WILL RELINQUISH THE REAR ACCESS TO PROPERTY IN LIEU OF NEW ACCESS RIGHTS TO MUNICIPAL LOT LOCATED TO THE SOUTH OF THE PROPERTY.

EXETER TOWN OFFICES

ZONING SUMMARY

TAX MAP 72, LOT 2

ZONING DISTRICT: CENTRAL AREA COMMERCIAL DISTRICT (C-1)
HISTORIC DISTRICT

DIMENSIONAL REQUIREMENTS: (C-1)

DENSITY AND DIMENSIONAL REGULATIONS:

	REQUIRED	PROVIDED
MINIMUM LOT AREA		
NON-RESIDENTIAL DWELLING UNIT	5,000 SF	22,825 SF
NUMBER OF UNITS	6 UNITS	10 UNITS
MINIMUM LOT DIMENSIONS:		
WIDTH (FRONTAGE)	50 FT	89.76 FT
DEPTH	100 FT	248.41 FT
MAXIMUM BUILDING HEIGHT:	35 FT	≤ 35 FT
MINIMUM SETBACKS:		
FRONT SETBACK	10 FT*1	16.4 FT
SIDE SETBACKS - SOUTH	10 FT*2	13.0 FT
SIDE SETBACKS - NORTH	7.1 FT*3	7.2 FT
REAR SETBACK	20 FT	10.0 FT**
BUILDINGS:		
MAXIMUM BUILDING FOOTPRINT (% OF LOT):	75%	26.5%
MINIMUM OPEN SPACE (% OF LOT):	5%	40%±

* 1. OR THE AVERAGE OF THE BLOCK, WHICHEVER IS LESS
 2. OR EQUAL TO THE SIDE ABUTTING PROPERTY, WHICHEVER IS LESS
 3. EXISTING 7.1 FT SIDE SETBACK ON ABUTTING PROPERTY TO NORTH, 7.2 PROPOSED SETBACK PROVIDED ON NORTH SIDE.

** VARIANCE REQUIRED

ENGINEER:

ALTUS ENGINEERING, INC.

133 COURT STREET PORTSMOUTH, NH 03801
 (603) 433-2335 www.ALTUS-ENG.com

NOT FOR CONSTRUCTION

ISSUED FOR:
 ZONING BOARD APPLICATION

ISSUE DATE:
 APRIL 17, 2017

REVISIONS

NO.	DESCRIPTION	BY	DATE
0	ZBE SUBMITTAL	CDB	04/17/2017

DRAWN BY: _____ CDB

APPROVED BY: _____ EDW

DRAWING FILE: 4770-DESIGN.DWG

SCALE:
 11" x 17" - 1" = 20'

OWNER:
 ANN BUSHNELL
 12 FRONT STREET
 EXETER, NH 03833

PROJECT:
 12 FRONT ST
 DEVELOPMENT

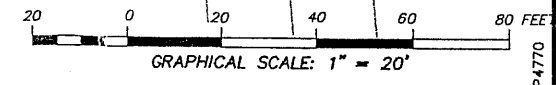
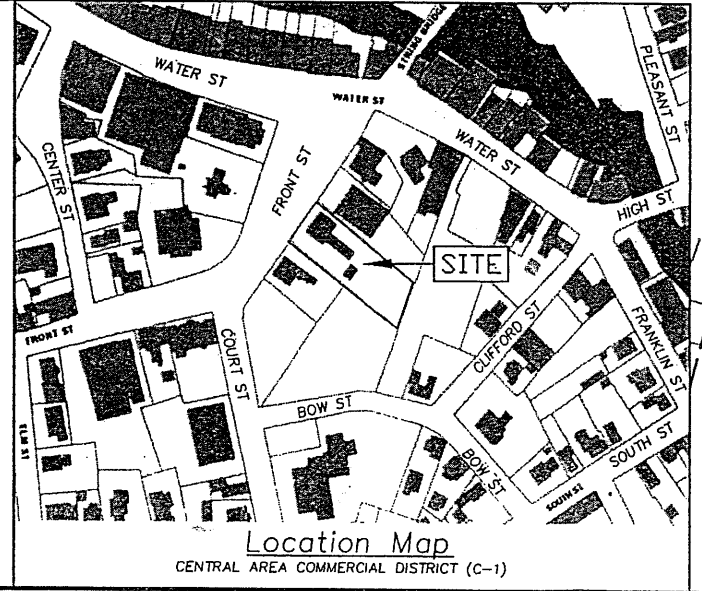
EXETER, NH
 TAX MAP 72, LOT 2

TITLE:
 CONCEPTUAL
 SITE PLAN

SHEET NUMBER:
 C-1

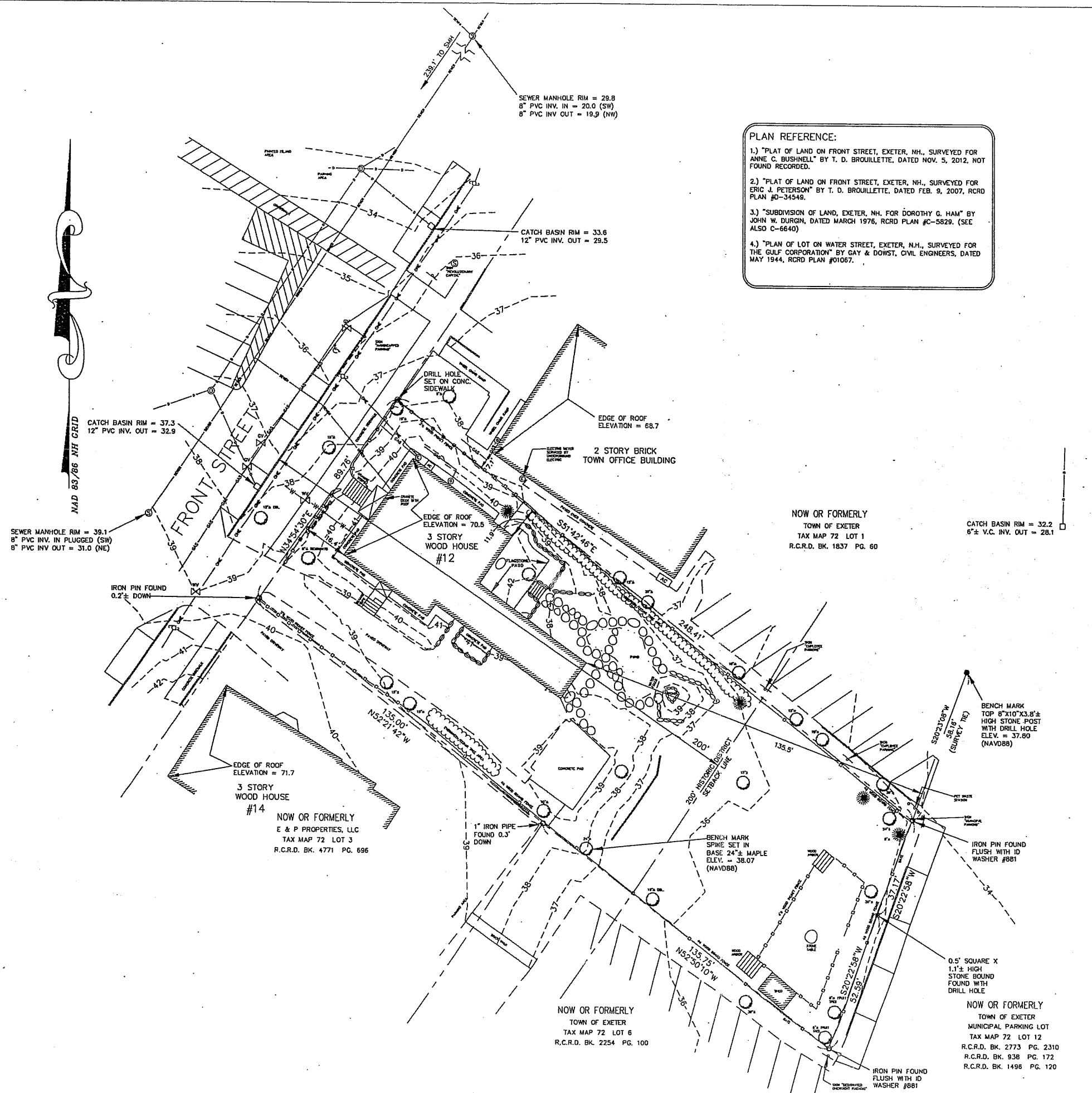
LEGEND

SETBACK LINE	---
PROPERTY LINE	---
EDGE OF PAVEMENT	---
APPROX. UNDERGROUND GAS	---
DRAIN MANHOLE	○
WOOD PICKET FENCE	---
OVERHEAD ELECTRIC	---
WATER SHUT OFF VALVE	○
UTILITY POLE	○
IRON PIPE, PIN OR MAG NAIL	○
GAS METER	○
STONE RETAINING WALL	---
SEWER MANHOLE	○
BOARD FENCE	---
FLAT STONE PATIO AREA	---
LOT LINE BOUND	---
ELECTRIC METER	○
GAS SHUT OFF	○
EVERGREEN - CEDAR TREE	---
ONE FOOT CONTOUR	---
DRAIN MANHOLE	○
APPROX. UNDERGROUND SEWER	---
APPROX. UNDERGROUND DRAIN	---
APPROX. UNDERGROUND WATER	---
PROPOSED PAVEMENT	---
PROPOSED BUILDING	---
PROPOSED WALKWAY	---



MUNICIPAL PARKING LOT

NOW OR FORMERLY
 MUNICIPAL PARKING LOT



PLAN REFERENCE:

- 1.) "PLAT OF LAND ON FRONT STREET, EXETER, NH., SURVEYED FOR ANNE C. BUSHNELL" BY T. D. BROUILLETTE, DATED NOV. 5, 2012, NOT FOUND RECORDED.
- 2.) "PLAT OF LAND ON FRONT STREET, EXETER, NH., SURVEYED FOR ERIC J. PETERSON" BY T. D. BROUILLETTE, DATED FEB. 9, 2007, RCRD PLAN #0-34548.
- 3.) "SUBDIVISION OF LAND, EXETER, NH. FOR DOROTHY G. HAM" BY JOHN W. DURGIN, DATED MARCH 1976, RCRD PLAN #C-5829. (SEE ALSO C-6640)
- 4.) "PLAN OF LOT ON WATER STREET, EXETER, N.H., SURVEYED FOR THE GULF CORPORATION" BY GAY & DOWST, CIVIL ENGINEERS, DATED MAY 1944, RCRD PLAN #01067.

GENERAL NOTES:

- 1.) SUBJECT PROPERTY IS LOCATED IN TOWN OF EXETER ZONE "C-1" CENTRAL AREA COMMERCIAL DISTRICT IN HISTORIC OVERLAY DISTRICT. THE ZONING REQUIREMENTS AND EXISTING ARE AS FOLLOWS:

	REQUIRED	EXISTING
LOT AREA	5,000 SQ. FT.	22,825 SQ. FT.
CONTINUOUS STREET FRONTAGE	50 FEET	89.76'
FRONT SETBACK	*10 FEET	16.4'±
SIDE SETBACK	*10 FEET	11.9'±
REAR SETBACK	20 FEET	135.5'±

* RE. FRONT SETBACK MAY BE 10' OR AVERAGE OF BLOCK, WHICHEVER IS LESS.
 - RE. SIDE SETBACK MAY BE 10' OR EQUAL TO ADJUTER (EACH CASE DETERMINED SEPARATELY)

- 2.) THIS PROPERTY DOES NOT LIE IN A FLOOD ZONE ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) #33015C0402E DATED MAY 17, 2005.
- 3.) THE SITE DETAILS ON THIS PLAN ARE THE RESULTS OF AN ON THE GROUND FIELD SURVEY CONDUCTED BY KNIGHT HILL LAND SURVEYING SERVICES OCT. 24 & 25, 2016.
- 4.) ELEVATIONS ARE BASED ON NAVD88 DATUM ESTABLISHED FROM USGS DISK B 14 1934 AND THE COMPUTER DRAWING COORDINATE BASE IS NAD 83 NH GRID NORTH ESTABLISHED GPS SURVEY CONDUCTED BY JEFF WHITE OCT. 20, 2016. (NAV829 ELEVATION DATUM WOULD BE 0.77' HIGHER THEN IS SHOWN HEREON.) SEE DISK B 14 1934 NHDOT GEODETIC CONTROL DATA SHEET.

LEGEND

SETBACK LINE	---
PROPERTY LINE	---
EDGE OF PAVEMENT	---
APPROX. UNDERGROUND GAS	--- GAB --- GAB --- GAB ---
DRAIN MANHOLE	⊙
WOOD PICKET FENCE	--- --- --- --- --- --- --- ---
OVERHEAD ELECTRIC	--- OHE --- OHE --- OHE ---
WATER SHUT OFF VALVE	⊕
UTILITY POLE	⊕
IRON PIPE, PIN OR MAG NAIL	⊙
GAS METER	⊙
STONE RETAINING WALL	⊙
SEWER MANHOLE	⊙
BOARD FENCE	⊙
FLAT STONE PATIO AREA	⊙
LOT LINE BOUND	⊙
ELECTRIC METER	⊙
GAS SHUT OFF	⊙
EVERGREEN - CEDAR TREE	⊙
ONE FOOT CONTOUR	---
DRAIN MANHOLE	⊙
APPROX. UNDERGROUND SEWER	---
APPROX. UNDERGROUND DRAIN	---
APPROX. UNDERGROUND WATER	---

SITE DATA
TAX MAP 72 LOT 2

RECORD OWNER: ANNE C. BUSHNELL, TRUSTEE
 ANNE C. BUSHNELL 2004 TRUST
 AS AMENDED AND RESTATED 2011
 P. O. BOX 249
 EXETER, N. H., 03833-0249

RECORD DEED: R.C.R.D. BK. 5315 PG. 772

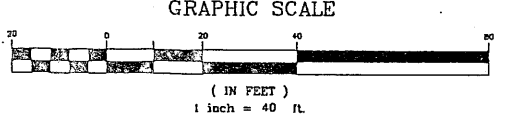
SUBJECT LOT AREA: 22,825 SQ.FT./0.524 AC.

BOUNDARY - TOPOGRAPHIC WORKSHEET
 for land owned by
ANNE C. BUSHNELL 2004 TRUST
 known as
TAX MAP 72 LOT 2
 located along
12 FRONT STREET
EXETER, N.H.
 COUNTY OF ROCKINGHAM

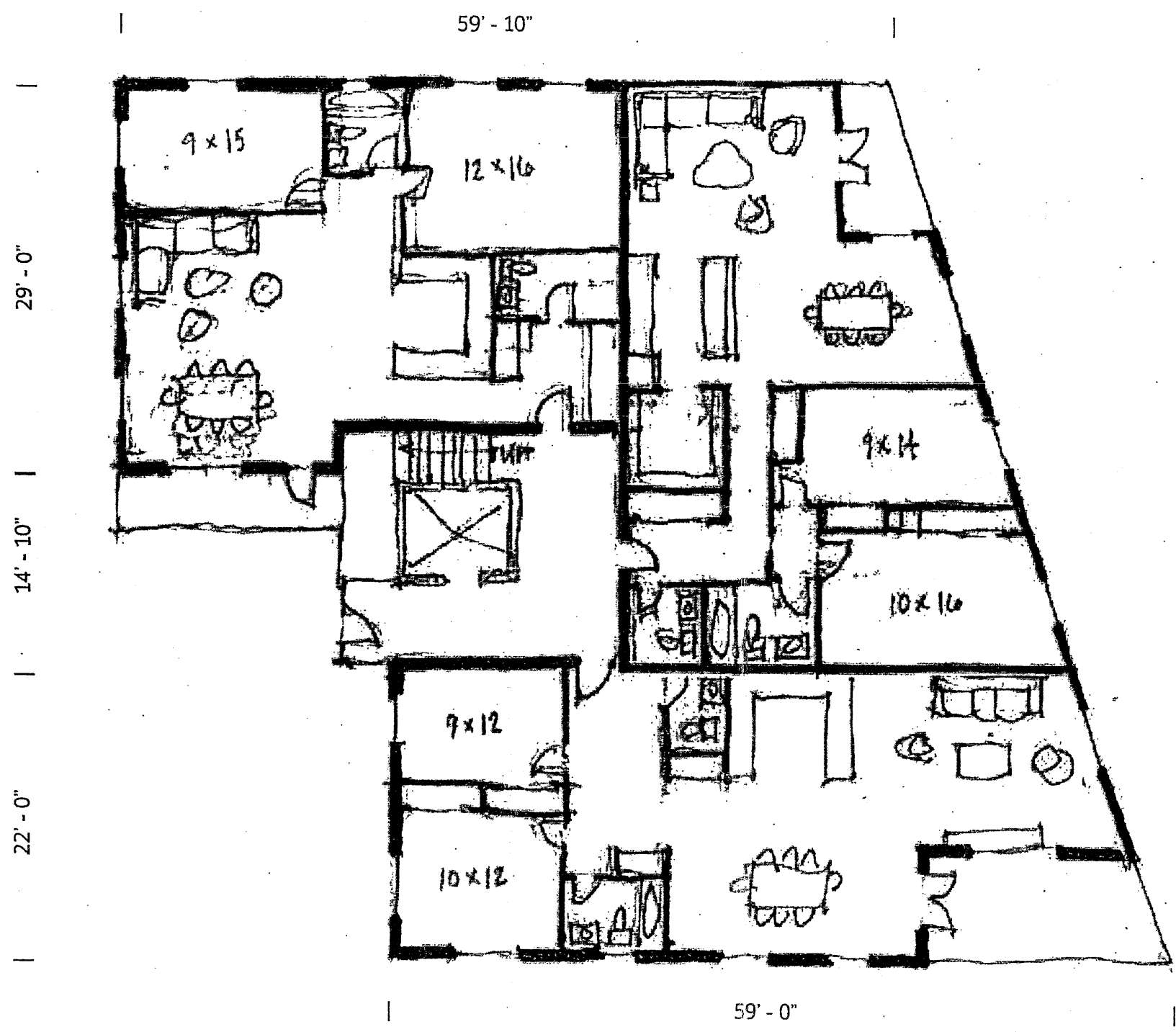
NOV. 7, 2016 SCALE 1" = 40' PROJECT # 2056PNTS

PREPARED FOR:
 ALTUS ENGINEERING, INC.
 ATTN: CORY D. BELDEN, P.E.
 133 COURT STREET
 PORTSMOUTH, N. H., 03801
 603-433-2335 CELL 603-303-2621
 cbelden@altus-eng.com

PREPARED BY:
 KNIGHT HILL LAND SURVEYING SERVICES, INC.
 c/o DAVE HISLOP
 34 OLD POST ROAD
 NEWINGTON, N. H. 03801
 (603) 436-1330
 dave@khlandsurveying.com



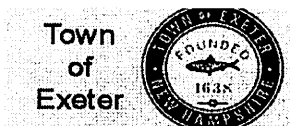
REVISION 11-19-2016 NOTE #4, LEGEND, ADD SEWER MANHOLE & CATCH BASIN DATA, EDGE OF ROOF ELEVATIONS & HISTORIC DISTRICT SETBACK.



- 3,660 SF per floor
- 3 floors
- 3 units per floor
- 10,980 SF total floor area
- 35' total building height

12 FRONT STREET, EXETER, NH
 Typical Floor Plan
 14 April 2017

Human Service Agencies	2009	2010	2011	2012	2013	2014	2015	2016	final 2017	proposal
A Safe Place	5,500	5,500	5,500	5,500	5,500	5,500	5,500	7,334	-00	0
Sexual Assault Support Services	3,000	3,000	3,000	3,000	3,000	3,000	3,000	-00	-00	0
Haven (Formerly A Safe Place and SASS)									8,500	7,905
Annie's Angels									5,000	4,650
Area Homecare	13,000	13,000	13,000	13,000	13,000	13,000	13,000	10,334	-00	-00
CASA (Court Appointed Special Advocates)							500	500	500	465
Child and Family Services	11,000	11,000	11,000	11,000	12,000	12,000	12,000	12,000	12,000	11,160
Crossroads House	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,255
End 68 Hours of Hunger								1,000	1,000	930
Families First	2,000	3,000	3,000	3,000	3,000	3,000	3,000	5,000	5,000	4,650
Great Bay American Red Cross	800	800	800	800	-00	-00	-00	-00	-00	-00
Great Bay Kids	2,495	2,495	2,495	2,495	2,495	2,495	2,495	-00	2,495	2,320
Lamprey Healthcare	5,800	5,800	5,800	5,800	-00	-00	-00	-00	-00	-00
New Generation Shelter	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	1,860
New Heights (formerly New Outlook Teen Center)	4,000	2,700	2,700	2,700	2,700	2,700	3,000	3,000	3,000	2,790
NHSPCA	1,400	1,400	-00	-00	1,400	-00	1,400	1,400	1,400	1,302
Richie McFarland Children's Center	6,300	6,300	6,300	6,300	9,000	9,000	11,100	9,900	11,100	9,207
Rockingham Comm Action	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	10,230
Rockingham MOW (food)	6,500	7,800	7,800	7,800	8,600	9,200	9,200	9,200	9,800	8,556
Rockingham VNA	16,000	16,000	-00	-00	-00	-00	-00	-00	-00	-00
RSVP (Friend's Program)	3,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,046
Saint Vincent DePaul	-00	-00	-00	-00	5,000	5,000	5,000	5,000	5,000	4,650
Seacare Health Services	5,000	5,000	5,000	5,000	5,000	-00	-00	-00	-00	-00
Seacoast Big Brothers/Big Sisters	9,000	9,000	9,000	9,000	9,000	9,000	9,000	7,500	9,000	6,975
Seacoast Eat Local									4,000	-00
Seacoast Family Promise	1,000	1,000	1,000	1,000	1,000	1,500	1,500	1,500	1,500	1,395
Seacoast Hospice	7,500	7,500	7,500	-00	-00	-00	-00	-00	-00	-00
Seacoast Mental Health	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	8,500	7,905
Seacoast VNA	5,000	5,000	5,000	5,000	5,000	5,000	5,000	4,167	4,167	3,875
Womenade	-00	-00	-00	-00	2,000	2,000	2,000	3,000	4,000	2,790
Annual Totals	133,495	133,495	116,095	108,595	114,895	109,595	113,895	108,035	114,662	98,917



Russ Dean <rdean@exeternh.gov>

Fwd: Arts Committee.

DONALD CLEMENT <dclement43@comcast.net>
To: Russ Dean <rdean@exeternh.gov>

Mon, May 1, 2017 at 9:24 AM

Sent from XFINITY Connect Mobile App

—— Original Message ——

From: Sharon Marston
To: Donald Clement
Sent: April 27, 2017 at 1:11 PM
Subject: Arts Committee.

To the board of Selectmen, Exeter, NH April 27, 2017

I am writing to inform you and the select board of my resignation from the Exeter Arts Committee. I have learned that the board has chosen not to reassign Scott Ruffner to the committee. I was shocked and very disappointed to hear this. Scott has brought a vibrant spark to the art scene in Exeter. He introduced me to the Arts Committee two years ago and some exciting momentum has been taking place. Without the momentum and diversity Scott brought to the committee I no longer want to be a part of it. Thank you for your time and for the opportunity to be a part of The Exeter Arts Committee.

Sincerely, Sharon Marston

Town
of
Exeter



Sheri Riffle <sriffle@exeternh.gov>

EAC Resignation

Marissa Vitolo <vitolomarissa@gmail.com>

Thu, Apr 27, 2017 at 3:21 PM

To: Sheri Riffle <sriffle@exeternh.gov>

Good Afternoon Sheri,

I hope you are doing well.

I would like to inform you that I am resigning from my position on the EAC as of today. I would like to extend a thank you to the Selectman and Russ Dean for the opportunity to help further the arts in this area. I appreciated being able to serve the town of Exeter.

Best Regards,

Marissa Vitolo

www.claytransformed.com

www.facebook.com/MarissaNoelVitolo

MAY 05 2017

Received

156 Water Street, Exeter, NH 03833
Tel. 603-778-0885 ♦ Fax: 603-778-9183
email@rpc-nh.org ♦ www.rpc-nh.org

May 2, 2017

Brian Comeau
Emergency Management Director
Town of Exeter
2 Court Street
Exeter, New Hampshire 03833

SUBJECT: UPCOMING FUNDING FOR HAZARD MITIGATION PLAN UPDATES

Dear ~~Mr. Comeau~~: *Brian*,

We have been advised by the New Hampshire Division of Homeland Security and Emergency Management (NHHSEM) Exeter's local Hazard Mitigation Plan will expire on May 8, 2018, which is five years after it was approved by the Federal Emergency Management Agency (FEMA). FEMA requires towns to update their Plans every 5 years to maintain eligibility for pre and post disaster mitigation funding.

NHHSEM expects to have Pre-Disaster Mitigation (PDM) Grant Funding from FEMA available to pay for updating expiring Plans. Sometime in May or June NHHSEM expects to notify eligible communities about the availability of these PDM funds and will ask you to identify your preferred update method. As in the past, you have three options for proceeding: 1) The RPC can continue to update the Plan, and hold the update contract with HSEM, 2) you can select a qualified contractor of your own choosing to do the work, or 3) do the work in-house using your own qualified staff. With the second and third option, you will receive the funds directly and will be responsible for administering the grant (from \$6,000-\$10,000 based on your population), including documenting the 25% local match required by NHHSEM.

If you choose the RPC to update your Plan, your grant will be combined with other updates occurring in the region and be administered by us. We will prepare the update working with you and your local Hazard Mitigation Committee. As you are an RPC member, we will absorb the cost of administering the grant, including tracking, reporting, documenting the 25% local match, and handling other grant requirements.

The RPC will be pleased do this work for you and offers the expertise of a highly experienced staff which has prepared the vast majority of local Hazard Mitigation Plans in the region. We offer the following additional benefits:

- We assisted in preparing your last FEMA approved update (May 8, 2013) and have the local knowledge needed to produce a Plan that is customized and appropriate for Exeter.
- We take the responsibility for, and absorb the cost, of administering the NHHSEM grant, and keeping track of the local match and other compliance and documentation requirements.

- We guarantee to complete the Plan through to final FEMA approval for the fixed fee provided by NHHSEM.
- The Hazard Mitigation Plans that we produce fully incorporate our own GIS maps as part of the Plan. The maps are compatible with and can be combined with other standard GIS maps we have prepared for Exeter for use in other town documents, such as your Master Plan or Emergency Operations Plan.
- Our staff has extensive experience regarding flood hazards, flood hazard regulation, FEMA flood mapping and the National Flood Insurance Program (NFIP) which is the natural hazard of most concern in Hazard Mitigation Plans in this region.
- Our Plan updates are designed to integrate into the Town master plans, Emergency Operations Plans and incorporate climate adaptation recommendations as needed.

If you wish the RPC to do this work for you, please inform NHHSEM of this when you are asked to identify your preferred contractor, and let us know that you have done so.

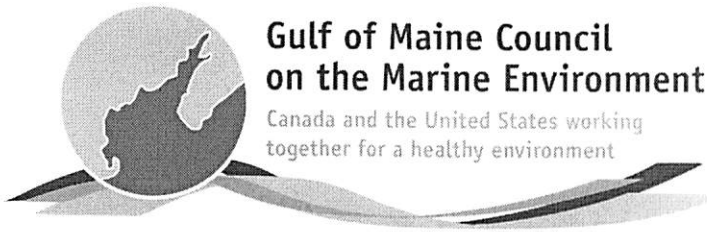
Feel free to contact me if you have any questions or need more information.

Thank you,



Cliff Sinnott
Executive Director

cc: Don Clement, Board of Selectmen Chair
Russell Dean, Town Manager
Gwen English, Julie Gilman, Langdon Plumer and Katherine Woolhouse, RPC Commissioners



May 5, 2017

Maine

Department of Agriculture,
Conservation and Forestry
W. Donald Hudson, Jr.,
The Chewonki Foundation

Massachusetts

Office of Coastal Zone Management
Priscilla Brooks, Conservation
Law Foundation
Jack Wiggan, Urban Harbors Institute,
UMass Boston

New Brunswick

Department of Environment and
Local Government
Department of Agriculture, Aquaculture,
and Fisheries
Lee Sochasky, International Resource
Planner

New Hampshire

Department of Environmental Services
Ru Morrison, Northeastern Regional
Association of Coastal and Ocean
Observing Systems

Nova Scotia

Department of Fisheries and Aquaculture

Senior Science Advisors

Judith Pederson, MIT Sea Grant
Robert Stephenson, St. Andrews
Biological Station

First Nations / Tribal

Asha Ajmani, Passamaquoddy at Sipayik -
New England Tribal Environmental Leaders

Federal Partners

Environment and Climate Change Canada
Fisheries and Oceans Canada
National Oceanic and Atmospheric
Administration
US Department of Interior
US Environmental Protection Agency

Council Coordinator

Joan LeBlanc
jleblanc@gulfofmaine.org

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

Dear Mr. Dean:

On behalf of the Gulf of Maine Council on the Marine Environment, I am pleased to inform you that the Town of Exeter, NH has been selected to receive a *Gulf of Maine Council 2017 Sustainable Communities Award*. This award is presented to a community or group within one of the five Gulf of Maine jurisdictions of Massachusetts, New Hampshire, Maine, New Brunswick, and Nova Scotia. The Award recognizes community-based innovation and leadership in efforts to promote sustainable outcomes for the Gulf of Maine ecosystem and the communities that call it home.

The Gulf of Maine Council is pleased to recognize the Town of Exeter for your outstanding efforts to protect water quality in the Great Bay watershed. We are particularly appreciative of the Town's leadership and proactive environmental protection efforts led by your *Healthy Lawns, Clean Water* initiative. Your success in engaging all 52 Great Bay watershed communities in educational programs to promote sustainable lawn care, and passage of a fertilizer prohibition ordinance will have a significant positive impact on water quality and natural resources in the Great Bay Estuary and the Gulf of Maine.

We are pleased to invite you (and your guests) to the Reception and Awards Ceremony which will be held **Wednesday, June 7th 2017 at the Gulf of Maine Research Institute, 350 Commercial Street in Portland, Maine. The reception begins at 5:30 PM followed by the awards ceremony at approximately 6:00 PM.** To RSVP, please send your list of attendees to jleblanc@gulfofmaine.org. We hope to see you in June.

Congratulations!

Joan LeBlanc
Council Coordinator

Cc: Kristen Murphy, Natural Resource Planner, Exeter, NH

The mission of the Council is to maintain and enhance environmental quality in the Gulf of Maine and to allow for sustainable resource use by existing and future generations

New Brunswick Department of Environment and Local Government • 2016-2018 Secretariat
www.gulfofmaine.org