

Exeter Board of Selectmen Meeting

Monday, August 21st, 2017, 7:00 p.m.

Nowak Room, Town Office Building

10 Front Street, Exeter NH

1. Call Meeting to Order
2. Public Comment
3. Minutes & Proclamations
 - a. Proclamations/Recognitions
4. Approval of Minutes
 - a. August 7th, 2017
5. Appointments
6. Discussion/Action Items
 - a. Public Hearing: Unanticipated Highway Aid Revenues
 - b. Electricity Supply Contract Extension Proposal
 - c. 149 Kingston Road Property Sale Proposal
 - d. Maintenance Projects: Public Restrooms/Town Hall
7. Regular Business
 - a. Tax, Water/Sewer Abatements & Exemptions
 - b. Permits & Approvals
 - c. Town Manager's Report
 - d. Selectboard Committee Reports
 - e. Correspondence
8. Review Board Calendar
9. Non-Public Session
10. Adjournment

Don Clement, Chairman

Exeter Selectboard

Posted: 8/18/17 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

Draft Minutes

Exeter Board of Selectmen

8/7/17

1. Call Meeting to Order

Present are Anne Surman, Don Clement, Kathy Corson, Julie Gilman, and Russ Dean. The meeting was called to order by Chairman Clement at 7:00pm in the Nowak Room of the Exeter Town Office Building.

2. Bid Award – Contract 3, Wastewater Facility Project (Main Pump Station and Force Main)

Jennifer Perry, Public Works director, came to the microphone and spoke about a memo reviewing the evaluations for contract 3. They had received 3 bids, all of which were responsive. The lowest bidder was T Buck Construction from Turner, Maine, in the amount of 3,552,402 dollars. Public Works is recommending the award of the bid to T Buck Construction. She provided a brief overview of the other contracts and clarified that this is for contract 3, the main pump station and force main.

Selectwoman Surman said that in the memo, in the 3rd paragraph, there are 3 transcription errors, and she asked if we knew specifically what those errors were. Ms. Perry said that she did not have the bids with her, but T Buck confirmed the amount in their bid. She clarified that the numerical page is the one that carries. Selectwoman Surman then asked about the wide numerical ranges within the bid process. Ms. Perry responded that some amounts are very cut-and-dry while others are more subjective, such as traffic control in Swasey Parkway. She said it is not uncommon to see such large variances in numbers for items like these. Chairman Clement asked how the board could be sure that the verbal confirmation of the bid is legally binding. Ms. Perry said that T Buck included the total amount on the last page, and that the number is the one that holds, not the written-out amount. Mr. Dean said that the minutes from July 24th also reflect the correct price.

MOTION: Selectwoman Surman moved to award the bid to T Buck Construction in the amount of 3,552,402 dollars. Selectwoman Gilman seconded. The motion passed unanimously.

3. Public Comment

No members of the public came to the board to speak.

4. Minutes and Proclamations

a. Proclamations/Recognitions

There were none to report.

5. Approval of Minutes

a. July 10th, 2017 (held-over)

Chairman Clement suggested that in page 2, paragraph 4, to cross off Holland Way and to say "Mr. Winham next discussed downtown". He also suggested that in the 5th paragraph, it be changed to "was willing to work with the town staff on possibly conducting a charrette". Selectwoman Corson wanted to

change the same sentence to say, "single family workforce housing" instead of multi-use. In the 7th paragraph, Chairman Clement wanted to change it to "there are no lights around the tricky intersection of Holland Way and Hampton Road". He also wanted to add Roger Wakeman's last name on page 4.

MOTION: Selectwoman Surman moved to adopt the minutes as amended. Selectwoman Corson seconded the motion. The motion passed unanimously.

Selectwoman Surman had a question about Section D, Committee Reports. She asked if the board has had a meeting with the academy regarding parking spaces. Mr. Dean said that they have not yet despite having made many attempts to schedule.

b. July 24th, 2017

Selectwoman Gilman wanted to take out the word "downtown" and add "C-1 business section" on page 1, 2nd paragraph.

MOTION: Selectwoman Gilman moved to approve the minutes as amended. Selectwoman Surman seconded the motion. The motion passed unanimously.

Chairman Clement commented that on page 4, when the board was talking about the costs that had occurred while working on public restrooms at the town hall, that the project had been overspent by about 26,000 dollars out of the maintenance fund according to a report he had. He expressed disappointment that the project had been overspent. He thought it should have been a capital project and brought before the voters. He would like to have the building superintendent to explain why so much was spent, and what this means for the rest of the maintenance fund. Mr. Dean said he had not seen the report Chairman Clement had. He will follow up and agrees anytime there are cost overruns on a project it is a concern.

6. Appointments

There were none to report.

7. Discussion/Action Items

- a. Continued Public Hearing: 79-E Application – 2,4,6 Franklin Street (Long Block Condominiums)

Chairman Clement said that the board had received indication that the applicants had asked to withdraw their request. He said that they should submit something in writing to verify. Darren Winham said that he would request it and was sure that the applicants would comply.

MOTION: Selectwoman Surman moved to close the public hearing on this issue. Selectwoman Corson seconded the motion, and it passed unanimously.

b. EXTV Public Access Studio/Meeting Space Proposal

Bob Glowacky, of EXTV, came to the microphone to speak on a proposed project for a new TV studio the downtown area. This studio would be built within an existing room in the Town Hall. The downtown presence would allow for more community outreach, more meeting room areas, and more space for the EXTV staff. Currently, EXTV shares a studio with the high school which only allows for limited access. The room is located on the 2nd floor of the town hall building, behind the gallery spaces.

He showed the board a rendering of the layout, showing that the entrance would be from the stairway and the elevator is in the backside of the building. There are two rooms in the back that are currently closets, but could be used for storage and a control room. They would like to use large curtain backdrops for filming. He showed the board a 3D rendition of what it could look like with a TV setup. They would use robotic instead of studio camera, the curtains could be drawn back or used as a green screen, and the space could double as a second meeting space for the town. The room is currently used by the Exeter arts committee. Any EXTV equipment could be moved to the two storage rooms when not in use so that the space could be used by others as well. Ideally, the space would be open for use by others and would be a community space. They could use sign up forms and waiver forms so that people could use it, and they would create guidelines for use.

The cost would come out of the cable TV fund, which has a total balance now of 219,000 dollars. The fund gets 150,000 dollars from the town annually. The cost of the project would be broken down into 25,000-30,000 dollars for building costs, 20,000 for equipment costs, and 15,000 dollars for studio set costs, for a total of 50,000-70,000 dollars. The longest phases of the project would be construction and getting the electrical setup, then moving in the current equipment.

Selectwoman Gilman asked how much has EXTV discussed this project with the arts committee. Mr. Glowacky said they have discussed it, and want to be sure that everybody could still use the space. They saw it as a way of improving the space for everybody to use. He said that the schedules could be coordinated using an online application such as Google Sheets. Selectwoman Gilman asked if moving the equipment around would be easy. Mr. Glowacky said that it would be, because the cameras would be mounted on the walls and any tables used could be on wheels and rolled away when not in use.

Selectwoman Corson asked if the 219,000 in the Cable TV fund was always there, and what it was used for generally. Mr. Dean answered that the money is cumulative and has built up over the years. The money acts as a buffer for the replacement of equipment, the Comcast contract, and initiatives with the EXTV system. The studio would be considered a one-time expense to get it up and running. Mr. Glowacky said that the studio costs might even go down compared to the high school. Ms. Corson asked if the furniture was part of the cable TV fund or from the general fund. Mr. Dean said it would come out of the cable TV fund. Selectwoman Corson was also concerned about the need to police people's use of the art gallery because it closes in the evening. Mr. Glowacky said that a ramp could be used in the room for accessibility. They could have an employee greeting people as they come in to be sure that the art gallery is left alone, and they could use guiding ropes. Selectwoman Corson asked if the use would also be during the day. Mr. Glowacky said that if anyone was in the studio, they would be accompanied by EXTV staff.

Selectwoman Surman asked if the entire arts committee was presented to. Mr. Glowacky said that they met with the chair and the treasurer. Selectwoman Surman expressed concern that perhaps this was not the right room for this use, because once it was set up as a studio it may not be easily used for other functions. Mr. Glowacky expressed that he really wants to be sure that everybody feels it is a community space for everybody to use. Chairman Clement asked if the art committee could be moved to another room. An arts committee member came to the microphone and commented that it could not be done comfortably due to the older people using the room, who would have to climb stairs, and the storage for holiday things. Chairman Clement asked for a report on where the fire stairwell project in the town hall building stands, because it could have an impact on this project.

Mr. Dean commented that on advantage to doing this would be fixing conflicts with the town committees, because there would be two spaces available for committees to meet and be recorded. Mr. Clement expressed that he wants to be sure that the arts committee is comfortable with the project. He said that the studio space could also be used as a training venue instead of the Wheelwright room. Mr. Dean said that the space where EXTV currently works out of, behind the Nowak Room, is not enough space.

Kathy Thompson, of the Exeter arts committee, came to the microphone and said that not everybody had been involved. She felt that the room has lots of potential and would like it to be presented to the arts committee. Irene Hall, of the arts committee, also spoke and asked how the costs were derived. Mr. Glowacky said they were rough estimates from pricing equipment, and it depended on the quality of the equipment. The costs of the air conditioning and livestream studio were significant factors. Chairman Clement said that they could get a better cost estimate on the A/C and electrical and other infrastructure because those are just rough numbers. He would also like to look at alternate spaces for the studio. Selectwoman Surman echoed this sentiment. Selectwoman Gilman said she'd like to hear the outcome from the committee meeting and from the planning board CIP meeting.

c. Board resolution: Adoption of LCHIP Alliance Standards – Winter Street Cemetery

Selectwoman Gilman brought up that the town was awarded funds from the LCHIP program, but before the money is spent the town needs to go along with a stewardship agreement that they have listed. They need to agree to the guidelines. The town planner, Dave Sharples, came to the microphone and said that no funds have been expended yet, but that the town needs to adopt the land trust alliance standards and the applicable items must be agreed to, to prevent any conflict. Chairman Clement asked if the board needed to sign. Mr. Sharples said that the minutes should be fine as proof.

Selectwoman Gilman then read the resolution, which stated that the town of Exeter had reviewed the land trust standards and agreed that they are ethical, the board of selectmen hereby adopts these standards.

MOTION: Selectwoman Gilman moved to accept the resolution. Selectwoman Corson seconded the motion. The motion passed unanimously.

d. Winter Parking Ban Update

Mr. Dean spoke about a petition brought up that the winter parking ban, normally in effect from December 1st to March 15th of each year, be repealed. The warrant article passed with the voters, and now the board must decide if the ban will be repealed or not. Ms. Perry, from public works, spoke again and stated that the towns current approach to a winterlong parking ban was for efficiency. It is also used in other communities within New Hampshire for snow and ice control. The 6-hour window of time that the ban is in place each night is to allow time to plow. She pointed out that there are many types of roads within Exeter, and showed the board an example of Liberty Lane, which is too narrow for cars to pass with snow. She showed the different types of plows, which are often wide, and said that it would be impossible to plow if cars were parked on the streets. She also pointed out that half the response of the plows is for salting and sanding the roads.

Ms. Perry said that the roads would be much less efficient if the board were to allow parking on the streets during the winter. She also said that each year the department does trainings for snowstorms

using old impounded cars as obstacles for the trucks to maneuver around. She showed the board a road evaluation of all the streets in Exeter, and explained that more than half the streets are “red”, meaning there would be no parking on either side of the street. Yellow streets could accommodate parking on one side with no snow banks. And green roadways could accommodate parking during the winter, but it still would not be recommended. Jay Perkins of public works also spoke and said that the parking ban is a small window of time. He said that the plows would not be able to get to all the side streets and wouldn’t be able to move properly if the ban was lifted. He pointed out that most towns have a parking ban, which prevents the towing of potentially hundreds of cars each year.

Police Chief Shupe came to the microphone and expressed his belief that the ban should be kept as well. He explained the police department’s role in enforcing the ban through towing and tickets. He also said that Exeter’s ban is shorter compared to other towns, and that it allows for a safe commute after a storm. He said that if the ban was lifted, more cars would be towed, which would cost citizens more than a ticket. He said that the last storm they had, they only towed 2 cars. Chief Shupe also said that the town had supplied 87 parking spaces for people to use during the ban. Chief Comeau of the fire department spoke next about his support for the ban. He said that the sooner the roads are cleared, the better for emergency operations. He explained this was especially true for getting hydrants cleared for use. Selectwoman Gilman expressed her support of the ban as well, as did Selectwoman Corson, Selectwoman Surman, and Chairman Clement.

MOTION: Selectwoman Surman moved to continue the winter parking ban as it stands. Selectwoman Corson seconded, and the motion passed unanimously.

Kathy Thompson pointed out that the people without driveways and garages could park in designated parking lots provided by the town. Samantha Cave spoke that these spaces are listed online, but may not always be accessible because people might have to walk long ways to get to them. She also said that people are likely just annoyed by the ban and lashing out against it.

e. Water Resource Update

Ms. Perry spoke about a water resource update for the town. She combined data from the months of June and July for the meeting. Dry conditions were popping up in Strafford County and a small piece of Rockingham County. Exeter is not in an abnormally dry area, but coastal Maine is. Washington County, for example, is in a moderate drought. The groundwater levels are considered average for this time of year, although they are very slightly below average (about 5%). The groundwater treatment plant supplies about 42% of the water supply, and the other 58% is surface water. There was a switchover to the Exeter River as the water supply until late fall, when they will switch back to the reservoir. There was a 16% increase of water flow from May to June. And as far as 2017 goes, things are looking very average. She encouraged conservation to ensure this pattern and to keep water bills down, and gave out the EPA water sense website as a resource.

Mr. Dean pointed out that last year in July, the town averaged about 1.3 million gallons of water consumption compared to only about 1 million this year. Ms. Perry stated that education and outreach are important when talking about conservation. Mr. Clement said that DES proposed new instream flows, and asked what that would mean for the town and for the river. Ms. Perry said that this would affect the town, but that water withdrawals will not be affected. She said it would be based on low flow for the season and would not exceed that amount. They are also rolling out the rules in sections at a

time. The town is attending the next roll-out in September. Mr. Dean asked if that was a public process with public hearings. Ms. Perry said that it is as far as that anyone can attend, but that it was just an overview of the rules.

8. Regular Business

a. Tax, Water/Sewer Abatements & Exemptions

MOTION: Selectwoman Corson moved to approve the land use tax change for map 53, lot 3 for 2,500 dollars. Selectwoman Gilman seconded the motion, and it passed unanimously.

MOTION: Selectwoman Corson moved to approve the jeopardy tax for map 104, lot 79, unit 112 for 45.92 dollars. Selectwoman Gilman seconded the motion, and it passed unanimously.

b. Permits and Approvals

Cathy Lewis of Paul McInnis Auctioneers applied for a permit for an estate auction on August 26th. They want to use the posterboard for the week of August 7th to 13th. Selectwoman Corson asked if it was a nonprofit, and asked if we charge 125 dollars per day. It was answered that that was correct. Mr. Dean said that it was hard to understand how much we function as a reservation office for different groups. It is free for nonprofits, and he encouraged the board to think about that structure. Chairman Clement said that we should look at other towns who rent their facilities to get an idea of what their fee structures are.

MOTION: Selectwoman Gilman moved to approve the permit, which was seconded by Selectwoman Corson. The motion passed unanimously.

Next was the changes to street address by the E911 committee, where there were two recommendations. The first is that the changes to Gilman Lane where number 27 becomes number 7, number 29 becomes number 8, and other such changes.

MOTION: Selectwoman Surman moved to approve the address changes for Gilman Lane. Selectwoman Corson seconded, and the motion passed unanimously.

Next was the voluntary change of address on 1215 Kossuth Street, which would be changed to 12 Kossuth Street, unit A and unit B.

MOTION: Selectwoman Surman moved to approve the change on Kossuth Street, Selectwoman Corson seconded the motion, and it passed unanimously.

c. Town Manager Report

Mr. Dean reported that the town was working hard on the 2018 budget. They have spent a lot of time with CIP, which the planning board has the draft for, and he encouraged the board of selectmen to review this draft. He said the town had had meetings with Exeter River Landings, which was due to some problems with abandoned mobile homes and more work will be done with this. The paving program for the town is progressing, and they are finishing up the Winter Street area. The Court Street project has utilities work still to be done. As far as the health trust, he attended an annual retreat to get feedback in trends on health insurance.

One major thing discussed at the retreat was a digital strategy for the organization. Mr. Dean mentioned MyCivic Apps was demoed by himself and the IT department and would make a customized app for the town if asked. This app would allow people on the street to take a picture of a problem using their phones and send it to the proper department easily. The startup cost for this is 1,500 dollars, then it would be 6,000 dollars annually to maintain. Chairman Clement commented that he would like more information on this, and pointed out that the town should take advantage of current social media before they jump onto something new.

Selectwoman Corson echoed this sentiment and said that she would be waiting for the master plan because she feels the master plan would dictate that. She also pointed out how difficult communications with the town could be, especially for younger people. Mr. Dean said that there was a disadvantage of the cohort, which for the town is from 0 to 102. The digital strategy typically for a company or organization would only be a core cohort with a smaller age group. He said communications are now much more complicated than years past. Selectwoman Corson asked why we were investing so much in television, and said that we would need a communications strategic plan to look at things comprehensively. Selectwoman Surman echoed this sentiment.

Chairman Clement asked if we started blasting at the wastewater treatment plant today. Mr. Dean said that it was at least scheduled to start today. He also said that Chief Shupe wanted to pass on to the board that there was a carbon monoxide concern with the cruisers. They were given 5 detectors for the cruisers, only 1 has sounded and has been fixed. There are no officers feeling ill. Chief Shupe will follow up on it and may do a recall on the cruisers.

d. Selectboard Committee Reports

Selectwoman Surman and Selectwoman Corson had nothing to report. Selectwoman Gilman said that the heritage commission's next meeting is Tuesday, which is important because there will be a public hearing on the demolition of a building. She also said she had met with the governor and his council in Hampton Beach, and that it was interesting to hear the interactions of the executive councilors. She also said that the Winter Street Cemetery has a consultant coming on the 21st to do a survey, and pointed out that the meteor showers are at the end of August.

Chairman Clement said that the woman who had bought Conner Farm came to talk about the naming convention for it, as there is some confusion over its address. He also said there was an EDC meeting where Darren Winham gave an update of the projects being done.

e. Correspondence

Chairman Clement said that the Exeter Farms Homeowners Association had email to Mr. Dean to tell him who the board of directors are for the upcoming year. And, the Exeter Arts Committee a past recipient of the Governor's Art Award and there is a letter to support their efforts.

f. Other

Chairman Clement also talked about a story he had read in the paper about the Exeter drone. It talks about a policy for the drone has been instituted. He asked what that policy was and when was it approved. Mr. Dean said there was no town policy but that the fire department has a procedure that they use and he said this in the article. Chairman Clement said that the paper also says the citizen's

petition warrant article had been reviewed by the town counsel and deemed unenforceable. He asked about seeing this ruling. He wants any ruling of town counsel to go to the board. Mr. Dean said the paper called him as they were doing a story on the drone and wanted his input, and he gave them that information about the article that it was unenforceable due to FAA rules. Chairman Clement stated he didn't remember approving any policies. Mr. Dean reiterated there was no policy. Mr. Dean stated the fire and emergency management used the drone for incident command and training purposes and he thought the board supported this. If not it can be a further discussion. Mr. Dean stated no other department uses the drone. Chairman Clement asked about a policy. Mr. Dean said there is a protocol in the Fire Department regarding drone use. Mr. Dean mentioned in the article there are licensed drone operators in the town that the town has used to do inspections on the town hall and a water tank. Selectwoman Gilman said that perhaps this should have been an agenda item instead of pulling out a newspaper and springing this topic on the board and Mr. Dean. Chairman Clement talked about his concerns and said that is noted and he would do that.

9. Review Board Calendar

The next meeting will be on 8/21/17. There will be a public hearing on the acceptance of funds. Mr. Dean said they have been consulting with the NHDRA on the usage of those funds, including paving and equipment purchases. There will also be a draft of mission of the sustainability committee for the next meeting. And, EXTV may come back to present their studio idea again.

10. Non-Public Session

There was no non-public session at the night's meeting.

11. Adjournment

MOTION: Selectwoman Surman moved to adjourn the meeting, which was seconded by Selectwoman Gilman. The motion passed unanimously and the meeting was adjourned at 9:30pm.

Public Hearing – Highway Aid under SB38

Open hearing

Public input/Staff input/BOS input

Close hearing

Motion: Move the Selectboard accept \$254,066.33 in additional Highway Block Grant Aid from the State of New Hampshire, pursuant to the conditions outlined in Senate Bill 38.

State of New Hampshire

Vendor Payments

Check Number: 2120386

STATEMENT OF REMITTANCE

VOUCHER NUMBER	INVOICE NUMBER	DESCRIPTION	CONTACT INFORMATION	DATE	AMOUNT
3529730	8WISEPHASE1	Lincoln St Subwatershed	(603) 271-2470	06/30/17	22,762.44
3553546	HIGHWAY BLK FY18	Block Grant Aid JUL payment	(603) 271-3466	07/01/17	254,066.33
Highway Block Grant Aid lump sum payment-A SB38		\$254066.33			

If you have further payment questions, reference the contact information provided next to the line item in question.

TOTALS: \$276,828.77

INFORMATION MESSAGE

Questions On Your Payment?

Please use the contact information provided above in the fourth column from the left.

State of New Hampshire
Office of State Treasurer
25 Capitol Street - Rm. 121
Concord, NH 03301

State of New Hampshire
Vendor Payments

Bank of America
Concord, NH

07/27/17

2120386

DIRECT DEPOSIT ADVICE

PAY EXACTLY

\$ *276,828.77**

PAY TO THE ORDER OF
TOWN OF EXETER
Treasurer
10 Front St
Exeter NH 03833
177386

NON-NEGOTIABLE



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

August 10, 2017

William Cass, P.E.
Assistant Commissioner

Donald Clement, Chairman of Selectmen
Town of Exeter
10 Front Street
Exeter, NH 03833

RE: SENATE BILL 38 LOCAL HIGHWAY AID

Dear Mr. Clement:

In recognition of the need for improvements to local transportation systems, Governor Sununu and the legislature adopted Senate Bill (SB) 38 which has provided an additional \$30 million to be distributed to the State's 234 municipalities for local highway aid. The Department distributed the funds as a one-time lump sum payment to the municipalities on August 2, 2017. The distribution resulted in a number of questions.

The purpose of this letter is to respond to those questions and provide clarification on the uses and process for receiving and expending the funds.

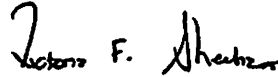
- The additional funding was distributed based on the same formula as Apportionment A of Highway Block Grant Aid as defined in RSA 235:2 Section I.
 - Half of the amount received was based on Class IV and V highway miles in each municipality in proportion to the total statewide municipal Class IV and V highway miles.
 - Half of the amount received was based on the municipal population in proportion to the total state population.
- The uses for SB 38 local highway aid are similar to the Highway Block Grant Aid Apportionments A and B for municipal highway construction, reconstruction or maintenance purposes.
- SB 38 local highway aid is specifically intended to be used for highway purposes that do not already have locally budgeted and approved funding. The funding is not to be used to supplant funds that are already locally budgeted and approved funds for road or bridge maintenance or construction activities.
- For example:
 - SB 38 funding can be used to do additional paving beyond what has approved funding.
 - SB 38 funding can be used for portions of local highways such as sidewalks, drainage, pavement markings, traffic signals, guardrail, bridges, etc.
 - SB 38 funding can be used as the match for municipal bridge projects or phases of projects that do not have local funding already approved.
 - SB 38 funding can be used for equipment necessary and totally dedicated to maintenance of local highways.
 - SB 38 funding cannot be used for municipal needs other than highways.
- The funds are non-lapsing.
- The Senate Bill 38 Distribution can be found at:
<https://www.nh.gov/dot/business/documents/sb-38-bga-distribution071817.pdf>
- Additional information can be found in RSA 234:23 and 234:25 and at the Highway block Grant Aid Description that can be found at:
<https://www.nh.gov/dot/business/documents/bgafunddescriptions.pdf>

SB 38 included provisions enabling municipalities to accept and expend the funds. The NH Department of Revenue Administration (NHDRA) issued the enclosed letter to provide additional information on those provisions and requirements.

NHDOT recommends that municipalities document how the SB 38 funds were expended in anticipation of reporting and/or auditing being required.

Hopefully, we have provided answers to questions you have as you move forward with expending the funds on local highway needs. If you have further questions, please contact the NHDOT Bureau of Planning and Community Assistance at 603-271-3344 or bureau.462@dot.nh.gov.

Sincerely,



Victoria F. Sheehan
Commissioner

VFS/dmp
Enclosure

cc: Honorable Christopher T. Sununu, Governor
Honorable Chuck Morse, Senate President
Honorable Shawn N. Jasper, Speaker of the House
Judy Silva, NHMA Executive Director
Stephen Hamilton, NHDRA
William Watson, NHDOT



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

July 27, 2017

Josephine Belville
Assistant Director

Judy A. Silva, Executive Director
New Hampshire Municipal Association
25 Triangle Park Drive
Concord, New Hampshire 03301

RE: SB 38 additional appropriation of Highway Block Grant Funds

Dear Ms. Silva:

Thank you for your recent inquiry regarding the additional appropriation of Highway Block Grant Funds made by the legislature in adopting Senate Bill 38. The Department of Revenue understands that this action has inspired a number of questions which I hope can be answered with the following information:

- The provisions of SB 38 include specific language that allows municipalities to accept and expend these funds under the process provided in RSA 31:95-b regardless of whether they have adopted this local option provision;
- There are specific procedural requirements for accepting that include:
 1. Pursuant to RSA 31:95-b, II (a) the board of selectmen is required to hold a public hearing if the amount of the funds received is \$10,000 or greater;
 2. For amounts less than \$10,000 "the board of selectmen shall post notice of the funds in the agenda and shall include notice in the minutes of the board of selectmen meeting in which such moneys are discussed." See RSA 31:95-b, II (b); and,
 3. "The acceptance of unanticipated moneys under this subparagraph shall be made in public session of any regular board of selectmen meeting." See RSA 31:95-b, II (b). (Emphasis added).
- RSA 32:7, IV, provides that money from a state grant for a specific purpose is non-lapsing;
- The money being provided to the municipalities are additional grants under RSA 235:23, I;
- RSA 235:25, provides in pertinent part that, ". . . the unused balance may be carried over to the following municipal fiscal year and expended for highway construction, reconstruction or maintenance purposes." (Emphasis added);
- This amount of additional grant should not be reported as "Highway Block Grant Revenue" on the municipalities 2017 MS-434 Report of Revised Estimated Revenue;
- As dedicated grant funds, the additional grant will not become part of the unassigned fund balance; and,
- Cities and towns are encouraged to inquire of their accountant or accounting firm to determine the appropriate fund where the money will be placed.

Please let me know if you have any further questions or concerns, and please feel free to circulate this letter to your members.

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.

MASTER ELECTRIC ENERGY SALES AGREEMENT

This Master Electric Energy Sales Agreement (this "Agreement") is entered into effective as of the 19th day of June 2017 (the "Effective Date") by and between ENGIE Resources LLC ("ENGIE"), a Delaware corporation and TOWN OF EXETER ("Customer"). ENGIE and Customer are also referred to herein individually as a "Party" and collectively as the "Parties." Unless provided to the contrary, capitalized terms are defined in Section 3.

SECTION 1. TRANSACTION TERMS AND CONDITIONS

1.1 **Purchase and Sale.** Subject to the terms and conditions set forth herein, ENGIE shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service pursuant to a Sales Confirmation attached hereto and the terms and conditions specified herein. Any conflict between the terms and conditions of this Agreement and the terms and conditions in an applicable Sales Confirmation shall be resolved in favor of the Sales Confirmation. During the term of this Agreement, should ENGIE fail to deliver sufficient quantities of electricity to the local utility distribution company for delivery to Customer or fail to schedule the delivery of electricity to Customer by the local utility distribution company, Customer and ENGIE recognize: (i) the local utility distribution company, per the local utility distribution company's Tariff responsibilities, nevertheless is obligated to deliver sufficient electricity to satisfy Customer's needs and (ii) ENGIE shall settle with the ISO subject to Section 1.4 herein at no additional cost or expense to Customer with respect to the purchase of electricity to cover any such failure.

1.2 **Contract Price.** Customer shall pay ENGIE the Contract Price, as specified in an applicable Sales Confirmation, for the quantity of electric energy consumed in a Billing Cycle.

1.3 **Term.** This Agreement shall be effective on the Effective Date and shall remain in effect until terminated by either Party upon thirty (30) days prior written notice. Notwithstanding the foregoing, the termination of this Agreement shall not affect or excuse the performance of either Party pursuant to any provision of this Agreement that by its terms survives any such termination and provided, further, any Sales Confirmations executed pursuant to this Agreement shall remain in effect, and the provisions of this Agreement shall continue to apply thereto, until both Parties have fulfilled any and all of their respective obligations with respect to the underlying transactions.

1.4 **Billing and Payment.** As soon as practicable following the receipt of any invoice detailing Utility Related Charges, ISO fees or charges, and Customer's metered electric energy consumption, ENGIE will deliver to Customer an invoice setting forth the amount due for the preceding Billing Cycle. Such invoice shall include the monthly charges for energy consumption and any other charges or fees imposed pursuant to the terms of this Agreement, and any applicable Taxes and Utility Related Charges. ENGIE may, however, use estimated data for billing purposes hereunder provided that such estimates will be subject to future reconciliation upon receipt of final data regarding the actual quantity of energy consumed for the applicable Billing Cycle. As measured from the date of the invoice, payment shall be due to ENGIE by check, electronic transfer or any other mutually agreed upon payment method in accordance with the payment terms of the Sales Confirmation. Overdue payments will accrue interest at the Interest Rate from the due date to the date of payment. If any amount of an invoice is disputed in good faith, the entire amount shall be paid when due. Any disputed amounts that are ultimately determined to be owed to Customer shall be repaid by ENGIE with interest accrued at the Interest Rate from the date payment was due through the date of re-payment to the Customer. Notwithstanding the foregoing, if ENGIE elects to utilize the applicable local utility to distribute invoices, Customer shall comply with the billing and payment requirements of the local utility.

SECTION 2. GENERAL TERMS AND CONDITIONS

2.1 **Notices.** Notices, correspondence, and address changes shall be in writing and delivered by regular or electronic mail, facsimile, or similar means or in person. Notice by facsimile, electronic mail or hand delivery shall be deemed to have been received on the date transmitted or delivered (after business hours deemed received on next Business Day) and notice by overnight mail or courier is deemed received two (2) Business Days after it was sent. All notices shall be provided to the person and addresses specified in Section 4, or to such other person and address as a Party may from time to time specify in writing to the other Party.

2.2 **Taxes.** "Tax(es)" means all fees and taxes (other than income taxes) imposed by a governmental authority on the purchase and sale of electricity, including utility, gross receipts, sales, use, franchise and excise taxes. Customer is responsible for all Taxes and shall reimburse ENGIE for the cost of any such Tax without markup, whether levied directly on Customer or ENGIE. Customer will provide any applicable Tax exemption certificates, and until provided, no exemption will apply. Customer and ENGIE will administer and implement this Agreement with the intent to minimize Taxes. ENGIE will not refund or credit previously paid Taxes, but will assign to Customer applicable refund claims.

2.3 **Title, Risk of Loss.** Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from ENGIE to Customer at the delivery point specified in an applicable Sales Confirmation.

2.4 **Credit Assurances.** If requested by a Party, the other Party or its Guarantor shall make available within a reasonable period of time copies of all its SEC Form 10-K and/or Form 10-Q reports or, if such reports are unavailable, copies of the Party's most recent audited financial statements. Such reports shall be prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as such Party or such Guarantor diligently pursues the

preparation, certification and delivery of the specified reports. If either Party has reasonable grounds to believe the other Party has experienced a Material Adverse Change or the other Party's creditworthiness or performance under this Agreement has become unsatisfactory, then that Party shall provide the other Party with written notice requesting Performance Assurance in an amount determined by the requesting Party in a commercially reasonable manner. Upon receipt of such notice, the receiving Party shall have three (3) Business Days to remedy the situation by providing such Performance Assurance to the requesting Party. In the event that the receiving Party fails to provide such Performance Assurance within three (3) Business Days of receipt of such notice, then an Event of Default shall be deemed to have occurred and the requesting Party shall be entitled to any remedies set forth in this Agreement.

2.5 Force Majeure. "Force Majeure" shall mean an event that is beyond the reasonable control of the Claiming Party that could not have been prevented by the exercise of due diligence, including, but not limited to: acts of God; civil disturbances or disobedience; labor dispute, labor shortage; sabotage; explosions; accidents affecting machinery or power lines; lightning; earthquakes; fires; storms; tornadoes, floods, failure of transmission or distribution, failure of generation, acts of a public enemy; and the direct or indirect effect of governmental orders, actions or interferences (so long as the Claiming Party has not applied for, assisted in, or failed to reasonably oppose such government action). Nothing contained herein shall be construed to require a Claiming Party to settle any strike or labor dispute. If either Party is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at points other than the delivery point(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities or (b) economic loss due to Customer's loss of markets or suppliers.

2.6 Events of Default. An "Event of Default" means, with respect to a Party alleged to have taken or been affected by any of the actions set forth below in this section (the "Defaulting Party"): (a) the failure by the Defaulting Party to make, when due, any payment required under this Agreement if such failure is not remedied within five (5) Business Days after written notice of such failure is given to the Defaulting Party by the other Party ("Non-Defaulting Party"), or (b) any representation or warranty made by the Defaulting Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term; or (c) the failure by the Defaulting Party to perform any covenant set forth in this Agreement and for which a remedy is not provided herein and such failure is not excused by the other Party in writing or by Force Majeure or cured within five (5) Business Days after written notice thereof to the Defaulting Party; or (d) the failure of a Party to provide Performance Assurance in accordance with Section 2.4; or (e) absent agreement to the contrary the failure of Customer to utilize ENGIE as its sole supplier of electric energy for the facilities and accounts specified in an applicable Sales Confirmation (absent a failure to perform by ENGIE); or (f) the Defaulting Party: (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) otherwise becomes Bankrupt or Insolvent.

2.7 Remedies upon Event of Default. If an Event of Default occurs, the Non-Defaulting Party shall have the right (i) to liquidate and terminate any and all Sales Confirmations hereunder and/or (ii) suspend performance. If Non-Defaulting Party elects to terminate and liquidate, it shall calculate the aggregate amount of losses or gains it incurs in accordance with the following formula: Termination Payment = (Contract Price – Current Market Price) x (the amount of electricity remaining to be delivered under the terminated Sales Confirmations as shown in the Monthly Anticipated Consumption table attached thereto). The Non-Defaulting Party shall provide a written explanation of its calculation of the Termination Payment to the Defaulting Party, and the Termination Payment shall be due within five (5) Business Days thereafter.

2.8 Limitation of Liability. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES HEREBY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

2.9 Indemnification. Except as limited by Section 2.8, each Party shall indemnify, defend and hold the other Party harmless from claims, demands and causes of action asserted against the indemnitee by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided in Section 2.3.

2.10 Representations and Warranties. As a material inducement to entering into this Agreement, each Party, with respect to itself, represents and warrants to the other Party as of the Effective Date as follows: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (b) it has all regulatory authorizations, permits and licenses necessary for it to legally perform its obligations under this Agreement; (c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing

documents or any contract to which it is a party or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it; (d) this Agreement and each other document executed and delivered in accordance with this Agreement constitute its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses; (e) it is not Bankrupt or Insolvent and there are no reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it; and (f) it has read this Agreement and fully understands its rights and obligations under this Agreement, and has had an opportunity to consult with an attorney of its own choosing to explain the terms of this Agreement and the consequences of signing it. Customer further represents and warrants to ENGIE throughout the term of this Agreement that no facility or account listed on Attachment A, Exhibit 1 is classified by the applicable utility as a residential account. With the exception of any warranty that is expressly set forth in this Agreement, ENGIE and its successors, assigns and delegates make NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE with regard to the services ENGIE provides or the activities Customer undertakes, pursuant to this Agreement. ENGIE has no duty to advise Customer or exercise judgment on Customer's behalf as to the merits or suitability of any transactions that ENGIE proposes to enter into with Customer.

2.11 Confidentiality. Neither Party shall disclose, unless authorized in writing by the other Party, the terms of this Agreement to a third party (other than the Party's employees or its lenders, counselors or accountants who have agreed to keep such terms confidential) except in order to comply with any applicable law, order, regulation or exchange rule, to collect debts owed or to obtain transmission, distribution, ancillary or other regulated services; provided, each Party will notify the other Party of any proceeding of which it is aware which may result in non-routine disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation; provided, all monetary damages shall be limited to direct actual damages and a breach of this section shall not give rise to a right to suspend or terminate this Agreement.

2.12 Modification of Agreement. Any alteration, deletion or addition to this Agreement shall be effective only if made in a written amendment executed by both Parties. No amendment, modification or supplement shall be made to this Agreement by course of performance, course of dealing or usage of trade, or by the failure of a Party to object to a deviation from the terms of this Agreement.

2.13 Assignment and Binding Effect. Neither Party will assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party. Consent to assignment shall not be unreasonably withheld. Any successor or assignee of the rights of any Party shall be subject to all the provisions and conditions of this Agreement to the same extent as though such successor or assignee were the original Party under this Agreement. The assignment or transfer of any rights under this Agreement shall be effective when the assignee or transferee agrees in writing to assume all of the obligations of the assignor or transferor and to be bound by all of the provisions and conditions of this Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any assignment in violation of this Section shall be void.

2.14 Billing Dispute Resolution. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement or adjust any arithmetic or computational error within twenty-four (24) months of the date the invoice or adjustment to an invoice was rendered. In the event of any dispute between the Parties about any bill, charge or service pursuant to this Agreement, each Party will thoroughly investigate the matter and promptly report the results of its investigation to the other Party. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 2.14 within twenty-four (24) months after the invoice is rendered or any specific adjustment to the invoice is made.

2.15 Change in Law. In the event that there is a change in law, administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, or a change in application or interpretation thereof, and such change causes ENGIE to incur any capital, operating or other costs relating to the provision of services contemplated herein, in order to maintain the same level and quantity of delivery of electric energy, ENGIE shall have the right to adjust the amounts payable by Customer under this Agreement to reflect, based on the type of change, Customer's pro rata share of ENGIE's incremental costs resulting from such change. Provided that, in the event such a change in law renders performance under this Agreement illegal, the Parties shall meet as soon as practicable to attempt to renegotiate this Agreement to comply with such change, and if the Parties are unable to amend this Agreement, the Parties' obligations hereunder shall terminate upon the earlier of the date the change in law becomes effective or on the date Customer commences service with a retail energy provider in lieu of ENGIE.

2.16 Governing Law. THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO IT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY CONFLICTS-OF-LAW PRINCIPLE THAT DIRECTS THE APPLICATION OF ANOTHER JURISDICTION'S LAWS. EACH PARTY CONSENTS TO THE PERSONAL JURISDICTION IN ANY FEDERAL OR STATE COURT WITHIN HOUSTON, HARRIS COUNTY, TEXAS IN ANY ACTION OR SUIT COMMENCED IN SUCH COURT, AND EACH PARTY HEREBY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.

2.17 Misc. This Agreement, any Appendix or Exhibits attached hereto and any Sales Confirmations executed in accordance with this Agreement constitute the entire agreement between the Parties. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those herein expressed. No amendment, modification or change will be enforceable unless reduced to writing and executed by both Parties. No waiver by any Party hereto of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement will be construed as a waiver of any other default or defaults whether of a like kind or different nature. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. All confidentiality and indemnity rights will survive the termination of this Agreement. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same instrument. Except as expressly provided otherwise in this Agreement, all remedies in this Agreement, including the right of termination, are cumulative, and use of any remedy shall not preclude any other remedy in this Agreement. In any action or proceeding to collect amounts due under this Agreement, the prevailing Party shall be entitled to recover its collection costs and expenses, including reasonable attorneys' fees, from the other Party.

SECTION 3. DEFINITIONS

Bankrupt means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under a bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

Billing Cycle means, for each account, the period between successive invoices rendered by either ENGIE or the applicable utility during the applicable Term.

Business Day means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party to whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

Claiming Party means the Party claiming an event of Force Majeure.

Contract Price means the price in U.S. dollars as specified in an applicable Sales Confirmation.

Current Market Price means the wholesale price of electricity and any applicable related services (e.g. capacity, ancillary services) that are available for sale at the time of a termination and liquidation. Such price may be based on quotes from leading brokers, dealers, and other sellers in the wholesale market; and the Non-Defaulting Party shall not be required to enter into any transactions in order to establish the Current Market Price.

Firm Full Requirements Service means that either Party shall be relieved of its obligations to sell and deliver or purchase and receive electric energy hereunder without liability only to the extent that, and for the period during which, such performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.

Governmental Authority means any federal, state, local, municipal or other government, any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise jurisdiction over the Parties or any transaction contemplated herein.

Guarantor means with respect to a Party, an entity providing a guaranty of payment in favor of the other Party in a form mutually agreed to by the Parties.

Insolvent means with respect to any Party, when such Party shall be unable to pay liabilities as they mature or such entity shall admit in writing its inability to pay its debts generally as they become due.

Interest Rate means, for any date, the lesser of (a) one and one-half percent (1 ½ %) per month or (b) the maximum rate permitted by applicable law.

ISO means an Independent System Operator to be specified on a Sales Confirmation.

Material Adverse Change shall mean that Customer's credit rating has dropped below BBB- per Standard & Poors or Baa3 per Moody's Investors Service.

Performance Assurance means collateral in the form of either cash, letter(s) of credit, corporate guarantees, or other security acceptable to the requesting Party.

RTO means the applicable regional transmission organization responsible for moving electricity over large interstate areas.

Utility Related Charges is defined in the applicable Sales Confirmation.

Utility Transfer Date means the time and date on which the applicable utility has completed the process necessary to permit ENGIE to commence or discontinue providing the services hereunder. The process may include, as necessary and without

limitation, recognizing ENGIE as Customer's electric supplier and /or limited agent; processing and acting on direct access service requests; installation of meters and the final meter read date.

SECTION 4. NOTICES

	BUSINESS NAME CONTACT NAME	BILLING CONTACT	ENGIE CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:	Russell Dean	Kevin Smart	ENGIE Resources Inc. Attn: Retail	<u>Please wire payments to:</u> Mellon Bank
STREET ADDRESS:	10 Front Street	13 Newfields Rd.	1990 Post Oak Blvd.	<u>Account Title:</u> ENGIE Resources
CITY, STATE, ZIP:	Exeter, NH 03833	Exeter, NH 03833	Houston, TX 77056	<u>Account Number:</u> 8-086-282
PHONE #:	603-778-0591	603-773-6162	1-888-232-6206	<u>ABA Number:</u> 031000037
FAX #:			(713) 636-0927	For payment by check, please send to:
EMAIL:	rdean@exeternh.gov	ksmart@exeternh.gov	custserv@na.engie.com	ENGIE Resources P.O. Box 9001025 Louisville, KY 40290-1025

CUSTOMER INFORMATION	ENGIE INFORMATION
DUNS NO #:	DUNS NO #: 099668332
FEDERAL TAX ID #:	FEDERAL TAX ID #: 76-0685946

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

SIGNATURES	
Customer: TOWN OF EXETER	ENGIE Resources LLC
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:

**SALES CONFIRMATION
New Hampshire
Fixed Price RTC**

This Sales Confirmation is entered on 6/19/2017 ("Confirmation Effective Date"), by and between ENGIE Resources LLC ("ENGIE") and **Town Of Exeter** ("Customer") (hereinafter collectively referred to as the "Parties") regarding the purchase and sale of electric energy and related services pursuant to and subject to the Master Electric Energy Sales Agreement dated 6/19/2017 by and between the Parties (the "Master Agreement"). Terms not defined herein shall have the meaning given in the Master Agreement.

Transaction Term: This Sales Confirmation shall be effective on the Confirmation Effective Date and the service contemplated herein shall commence at the Contract Price on the Utility Transfer Date immediately on or following the Start Date as specified for each facility in Attachment A, Exhibit 1. Service shall remain in effect at the Contract Price through the Utility Transfer Date immediately on or following the End Date as specified for each facility in Attachment A, Exhibit 1, but in no event later than the end of the Billing Cycle including such date, unless earlier terminated pursuant to the default provisions of the Master Agreement. Such termination shall not affect or excuse performance under any provision surviving such termination. Notwithstanding the foregoing, Customer's options for service beyond the Utility Transfer Date immediately following the End Date (the "Post-Term Period") include: i) executing an agreement with ENGIE for new terms and conditions of service, ii) transferring the accounts to another competitive supplier or iii) providing a written request to ENGIE to transfer Customer's accounts to the applicable default service provider. In the event Customer does not timely exercise one of the options above, service by ENGIE may continue hereunder after the Utility Transfer Date on or following the End Date until the next available Utility Transfer Date following Customer's exercise of one of the above options or ENGIE's transfer of the accounts to the applicable default service provider, whichever occurs first. For service during the Post-Term Period, in lieu of the Contract Price described in this Sales Confirmation, Customer shall pay ENGIE an amount equal to the applicable real time index price as posted by the ISO for the relevant delivery point, plus a per kWh Post-Term Charge as defined herein, plus any applicable non-utility charges, including but not limited to ancillary services, installed (or unforced) capacity, network integrated transmission, losses, and all other ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1. Taxes and Utility Related Charges are additional and not included and are separately listed in the Customer invoice.

Full Swing Transaction: Customer's electricity consumption is variable and is not subject to a maximum or minimum usage limit.

Contract Price: Customer shall pay ENGIE the applicable Contract Price as specified in Attachment A, Exhibit 1 per kWh of electric energy consumed in a Billing Cycle.

Except to the extent that a charge is separately listed as an obligation in this Sales Confirmation (e.g. Capacity, Congestion, Transmission), this Contract Price may include, if applicable, an Intermediary Fee, and includes all non-utility charges including energy, ancillary services, installed (or unforced) capacity, congestion, losses (including distribution and transmission losses (if applicable) incurred in connection with the delivery of energy to the meter at the Facilities/Accounts identified in Attachment A), network integrated transmission service (adjusted for tariff changes), and other ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1.

Taxes and Utility Related Charges: Taxes and Utility Related Charges are separately listed in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

Facilities, Accounts and Quantities: See Attachment A.

Miscellaneous:

ISO-NE Winter Reliability Program: The Contract Price includes charges for the ISO-NE Winter Reliability Program described by FERC's order in Docket No. ER15-2208.

Payment Terms: Twenty (20) days.

IDR Meter Authorization: Customer shall, during the term of this Sales Confirmation, promptly provide all necessary authorizations to ENGIE in order to allow ENGIE to receive interval meter data (IDR) from Customer's facility(ies) listed on Attachment A. At its sole cost, ENGIE or its representative shall have the right to access or install telemetry from Customer's facility(ies) listed on Attachment A in order to track and evaluate Customer's usage on a regular basis for the purpose of load forecasting.

ON-SITE CUSTOMER GENERATION: The Contract Price is conditioned on Customer's representation that, except for emergency back-up generation used when the local utility is not capable of delivering electricity, Customer does not operate on-site generation or thermal storage facilities. If Customer does operate on-site generation or thermal storage, ENGIE shall calculate in a commercially reasonable manner the present value of any economic loss resulting from the reduced load caused by such operation, and such loss shall be due from the Customer.

Government/Public Entity Payment Terms and Indemnity Waiver. This Agreement may be subject to state mandated payment term requirements for government/public entities; Customer shall provide a written verification of the applicability of such provision(s) to ENGIE to receive such extended terms at an additional cost to be determined by ENGIE. To the extent prohibited by state law or other statute, the Indemnification provision set forth in Section 2.9 of the Master Agreement shall be inapplicable.

Independent System Operator (ISO) means the system operator that controls or governs the transmission and distribution system or any successor thereto for the location where the facility(ies) are physically located.

"Utility Related Charges" means tariff based charges or surcharges assessed by a local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (including network transmission); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the applicable state's electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

"Intermediary Fee" means a fee included in the Contract Price that Customer agrees should be remitted to the energy broker/service provider Customer engaged, if any, in the selection of ENGIE as its electricity supplier.

"Post-Term Charge" means the \$/kWh charge of electric energy consumed as specified on the Attachment A. ENGIE may, at its discretion, charge an additional fee of up to \$0.0030/kWh of electric energy consumed if the number of accounts specified on the Attachment A exceeds 100.

Facility/Account Deletions Prior to End Date: The Parties intend that each of the Facilities listed on Attachment A will be continuously served by ENGIE through the End Date shown on Attachment A. However, should Customer close a Facility or otherwise discontinue electric service prior to the End Date, then ENGIE shall calculate in a commercially reasonable manner, the present value of any economic gain or loss it incurred thereby. Any gain or loss that ENGIE reasonably concludes is material shall be due to Customer (if a gain) or due from Customer (if a loss). Customer shall provide notice of any Facility closure to ENGIE as soon as practicable.

Billing Contact Information: All invoices to Customer for service under this Sales Confirmation shall be provided to the person and address specified in the chart following the signature block of this Sales Confirmation.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Sales Confirmation effective as of the Effective Date. This Sales Confirmation will not become effective as to either Party unless and until executed by both Parties.

THIS AGREEMENT MUST INCLUDE AN IDR DATA AUTHORIZATION FORM COMPLETED AND SIGNED BY CUSTOMER.

SIGNATURES	
Customer: TOWN OF EXETER	ENGIE Resources LLC
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:
Customer: Please also sign the Attachment A. This Sales Confirmation will not be effective unless and until both documents (this Sales Confirmation and the Attachment A) are signed and returned to ENGIE.	

	BUSINESS NAME CONTACT NAME	* BILLING CONTACT	ENGIE Resources CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:	Russell Dean	Kevin Smart	ENGIE Resources	<u>Wire payments to:</u> Mellon Bank
STREET ADDRESS:	10 Front Street	13 Newfields Rd.	1990 Post Oak Blvd.	<u>Account Title:</u> ENGIE Resources <u>Account No.</u> 8-086-282
CITY, STATE, ZIP:	Exeter, NH 03833	Exeter, NH 03833	Houston, TX 77056	
PHONE #:	603-778-0591	603-773-6162	1-888-232-6206	<u>For payment by check, please send to:</u>
FAX #:			(713) 636-0927	ENGIE Resources P.O. Box 9001025 Louisville, KY 40290-1025
EMAIL:	rdean@exeternh.gov	ksmart@exeternh.gov	custserv@na.engie.com	

Service Type:
 New Service
 Switching Service
 Provider Renewal

If switching service, current service provider is Constellation

Authorization and Acknowledgement: Customer hereby acknowledges that it is changing its electricity supplier from that set forth above to ENGIE and hereby authorizes ENGIE, for the duration of this Agreement, to become its electricity supplier and to act as its limited agent to perform the necessary tasks to establish electricity service with ENGIE.

*Required Information

Customer: TOWN OF EXETER
 Effective Date: 06/16/2017
 Agreement #: 1-FDDF35,1
 PR #: 1-8U7UNG,2

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Product Code: FP01

Product: Fixed Price RTC

Exhibit 1: Facilities and Accounts

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
1	1 FRONT ST TOWN HALL	EXETER, NH 03838-3838	UNKNO WN	UINH	NEWHAMPSHIRE	20569192054978	59	12/01/2017	11/30/2021
2	30 COURT ST SR CNTR	EXETER, NH 03843-3843	UNKNO WN	UINH	NEWHAMPSHIRE	20581652056224	59	12/01/2017	11/30/2021
3	20 COURT ST PUBL CPLX	EXETER, NH 03844-3844	UNKNO WN	UINH	NEWHAMPSHIRE	20583372056398	59	12/01/2017	11/30/2021
4	CROSS RD LAND FILL	EXETER, NH 03848-3848	UNKNO WN	UINH	NEWHAMPSHIRE	20625732060594	59	12/01/2017	11/30/2021
5	JADY HILL AVE POWDR HOUSE	EXETER, NH 03860-3860	UNKNO WN	UINH	NEWHAMPSHIRE	20843092092378	59	12/01/2017	11/30/2021
6	BOW ST PARK	EXETER, NH 03858-3858	UNKNO WN	UINH	NEWHAMPSHIRE	20921992086980	59	12/01/2017	11/30/2021
7	109 PORTSMOUTH AVE WATER PLANT	EXETER, NH 03835-3835	UNKNO WN	UINH	NEWHAMPSHIRE	20551032053140	59	12/01/2017	11/30/2021
8	109 PORTSMOUTH AVE	EXETER, NH 03883-3883	UNKNO WN	UINH	NEWHAMPSHIRE	20551032112432	58	12/01/2017	11/30/2021
9	PORTSMOUTH AVE TRAFCLITES	EXETER, NH 03869-3869	UNKNO WN	UINH	NEWHAMPSHIRE	20568092101212	59	12/01/2017	11/30/2021
10	FULLER LN WATER TOWER	EXETER, NH 03879-3879	UNKNO WN	UINH	NEWHAMPSHIRE	20532172108052	58	12/01/2017	11/30/2021
11	RIVERWOODS DR PUMP STATN	EXETER, NH 03872-3872	UNKNO WN	UINH	NEWHAMPSHIRE	20629932104000	58	12/01/2017	11/30/2021
12	COLCORD POND RD PUMP STA	EXETER, NH 03849-3849	UNKNO WN	UINH	NEWHAMPSHIRE	20643812062374	59	12/01/2017	11/30/2021
13	13 NEWFIELDS RD	EXETER, NH 03851-3851	UNKNO WN	UINH	NEWHAMPSHIRE	20664352064400	59	12/01/2017	11/30/2021
14	13 NEWFIELDS RD MAINT GAR	EXETER, NH 03874-3874	UNKNO WN	UINH	NEWHAMPSHIRE	20664352106544	58	12/01/2017	11/30/2021
15	WINSLOW DR PUMP	EXETER, NH 03881-3881	UNKNO WN	UINH	NEWHAMPSHIRE	22181812109604	58	12/01/2017	11/30/2021
16	PORTSMOUTH AVE TRAFCLITES	EXETER, NH 03870-3870	UNKNO WN	UINH	NEWHAMPSHIRE	20568092101214	59	12/01/2017	11/30/2021
17	66 LINCOLN ST	EXETER, NH 03864-3864	UNKNO WN	UINH	NEWHAMPSHIRE	20569192097134	59	12/01/2017	11/30/2021
18	CROSS RD WTR TWR	EXETER, NH 03847-3847	UNKNO WN	UINH	NEWHAMPSHIRE	20623852060406	59	12/01/2017	11/30/2021
19	87 EPPING RD PUMP	EXETER, NH 03878-3878	UNKNO WN	UINH	NEWHAMPSHIRE	20643112108026	58	12/01/2017	11/30/2021
20	EPPING RD G2 OL	EXETER, NH 03857-3857	UNKNO WN	UINH	NEWHAMPSHIRE	20814112085240	59	12/01/2017	11/30/2021
21	HAMPTON RD POOL TENIS	EXETER, NH 03833-3833	UNKNO WN	UINH	NEWHAMPSHIRE	21539172051378	59	12/01/2017	11/30/2021

Customer: TOWN OF EXETER
 Effective Date: 06/16/2017
 Agreement #: 1-FDDF35,1
 PR #: 1-8U7UNG,2

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Product Code: FP01

Product: Fixed Price RTC

Exhibit 1: Facilities and Accounts

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
22	4 HAMPTON RD IRRIG PUMP	EXETER, NH 03859-3859	UNKNO WN	UINH	NEWHAMPSHIRE	21539172090124	58	12/01/2017	11/30/2021
23	HOLLAND RD TRAFIC LITES	EXETER, NH 03863-3863	UNKNO WN	UINH	NEWHAMPSHIRE	20551032096328	59	12/01/2017	11/30/2021
24	109 PORTSMOUTH AVE DAM	EXETER, NH 03875-3875	UNKNO WN	UINH	NEWHAMPSHIRE	20551032106880	58	12/01/2017	11/30/2021
25	PLEASANT ST BRIDG LITES	EXETER, NH 03868-3868	UNKNO WN	UINH	NEWHAMPSHIRE	20568092100406	59	12/01/2017	11/30/2021
26	BOW ST SAFTY CMLPX	EXETER, NH 03876-3876	UNKNO WN	UINH	NEWHAMPSHIRE	20583372107896	59	12/01/2017	11/30/2021
27	2 WESTSIDE DR	EXETER, NH 03845-3845	UNKNO WN	UINH	NEWHAMPSHIRE	20617332059770	59	12/01/2017	11/30/2021
28	SWAZEY PKY	EXETER, NH 03854-3854	UNKNO WN	UINH	NEWHAMPSHIRE	20667732064736	59	12/01/2017	11/30/2021
29	STREET LIGHTING MASTR	EXETER, NH 03856-3856	UNKNO WN	UINH	NEWHAMPSHIRE	20814072083880	40	12/01/2017	11/30/2021
30	BELL AVE PUMP HOUSE	EXETER, NH 03866-3866	UNKNO WN	UINH	NEWHAMPSHIRE	20573892055450	59	12/01/2017	11/30/2021
31	32 COURT ST COMM CNTR	EXETER, NH 03842-3842	UNKNO WN	UINH	NEWHAMPSHIRE	20581632056222	59	12/01/2017	11/30/2021
32	SWAZEY PKY	EXETER, NH 03871-3871	UNKNO WN	UINH	NEWHAMPSHIRE	20667732101874	59	12/01/2017	11/30/2021
33	50 LARY LN PUMP STATN	EXETER, NH 03840-3840	UNKNO WN	UINH	NEWHAMPSHIRE	20574912055560	59	12/01/2017	11/30/2021
34	13 NEWFIELDS RD SALT SHED	EXETER, NH 03867-3867	UNKNO WN	UINH	NEWHAMPSHIRE	20664352099722	59	12/01/2017	11/30/2021
35	279 WATER ST MAIN STA	EXETER, NH 03853-3853	UNKNO WN	UINH	NEWHAMPSHIRE	20665672064532	59	12/01/2017	11/30/2021
36	HAMPTON RD REC POOL	EXETER, NH 03873-3873	UNKNO WN	UINH	NEWHAMPSHIRE	21539172105600	58	12/01/2017	11/30/2021
37	GILMAN LN PUMP HOUSE	EXETER, NH 03836-3836	UNKNO WN	UINH	NEWHAMPSHIRE	20561692054274	59	12/01/2017	11/30/2021
38	LANGDON AVE PUMP STATN	EXETER, NH 03877-3877	UNKNO WN	UINH	NEWHAMPSHIRE	20537192107994	58	12/01/2017	11/30/2021
39	PRENTISS WAY PUMP	EXETER, NH 03834-3834	UNKNO WN	UINH	NEWHAMPSHIRE	20547392052748	59	12/01/2017	11/30/2021
40	KINGSTON RD BRICK YARD	EXETER, NH 03861-3861	UNKNO WN	UINH	NEWHAMPSHIRE	20643092093140	59	12/01/2017	11/30/2021
41	10 FRONT ST TOWN OFC	EXETER, NH 03837-3837	UNKNO WN	UINH	NEWHAMPSHIRE	20568112054868	59	12/01/2017	11/30/2021
42	KINGSTON RD PUMP STA	EXETER, NH 03846-3846	UNKNO WN	UINH	NEWHAMPSHIRE	20621672060192	59	12/01/2017	11/30/2021
43	13 NEWFIELDS RD	EXETER, NH 03866-3866	UNKNO WN	UINH	NEWHAMPSHIRE	20664352099336	59	12/01/2017	11/30/2021
44	13 NEWFIELDS RD SEWER PLANT	EXETER, NH 03852-3852	UNKNO WN	UINH	NEWHAMPSHIRE	20664492064414	59	12/01/2017	11/30/2021
45	SWAZEY PKY STOR SHED	EXETER, NH 03855-3855	UNKNO WN	UINH	NEWHAMPSHIRE	20667752064738	57	12/01/2017	11/30/2021

Customer: TOWN OF EXETER
 Effective Date: 06/16/2017
 Agreement #: 1-FDDF35,1
 PR #: 1-8U7UNG,2

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Product Code: FP01

Product: Fixed Price RTC

Exhibit 1: Facilities and Accounts

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
46	PORTSMOUTH AVE TRAFCLITES	EXETER, NH 03862-3862	UNKNO WN	UINH	NEWHAMPSHIRE	20814092095728	59	12/01/2017	11/30/2021
47	48 GILMAN LN STADM WELL	EXETER, NH 03884-3884	UNKNO WN	UINH	NEWHAMPSHIRE	20561692113098	58	12/01/2017	11/30/2021
48	109 COURT ST PUMP	EXETER, NH 03839-3839	UNKNO WN	UINH	NEWHAMPSHIRE	20573912055452	59	12/01/2017	11/30/2021
49	40 LARY LN	EXETER, NH 03882-3882	UNKNO WN	UINH	NEWHAMPSHIRE	20574912112186	58	12/01/2017	11/30/2021
50	38 RIVER BEND CIR	EXETER, NH 03841-3841	UNKNO WN	UINH	NEWHAMPSHIRE	20576932055756	59	12/01/2017	11/30/2021
51	13 NEWFIELDS RD PW GAR	EXETER, NH 03850-3850	UNKNO WN	UINH	NEWHAMPSHIRE	20664332064398	59	12/01/2017	11/30/2021
52	13 NEWFIELDS RD PUMP STATN	EXETER, NH 03880-3880	UNKNO WN	UINH	NEWHAMPSHIRE	20664492109100	58	12/01/2017	11/30/2021
53	KINGSTON RD P-34	EXETER, NH 03885-3885	UNKNO WN	UINH	NEWHAMPSHIRE	20814072113894	40	12/01/2017	11/30/2021
54	21 WEBSTER AVE PUMP STATN	EXETER, NH 03865-3865	UNKNO WN	UINH	NEWHAMPSHIRE	20555752097532	59	12/01/2017	11/30/2021

Contract Price (\$/KWh):	0.07750
Post Term Charge (\$/Kwh):	0.019

Customer: TOWN OF EXETER
Effective Date: 06/16/2017
Agreement #: 1-FDDF35,1
PR #: 1-8U7UNG,2

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Exhibit 2: Monthly Anticipated Consumption (in MWh)

Delivery Point: NEWHAMPSHIRE

Month	Year	MWh
Dec	2017	323.99
Jan	2018	327.33
Feb	2018	287.76
Mar	2018	319.80
Apr	2018	285.08
May	2018	286.18
Jun	2018	305.25
Jul	2018	316.71
Aug	2018	328.27
Sep	2018	298.04
Oct	2018	293.36
Nov	2018	300.62
Dec	2018	323.99
Jan	2019	327.33
Feb	2019	287.76
Mar	2019	319.80
Apr	2019	285.08
May	2019	286.18
Jun	2019	305.25
Jul	2019	316.71
Aug	2019	328.27
Sep	2019	298.04
Oct	2019	293.36
Nov	2019	300.62
Dec	2019	323.99
Jan	2020	327.33
Feb	2020	297.90
Mar	2020	319.80
Apr	2020	285.08
May	2020	286.18
Jun	2020	305.25
Jul	2020	316.71

Customer: TOWN OF EXETER
Effective Date: 06/16/2017
Agreement #: 1-FDDF35,1
PR #: 1-8U7UNG,2

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Delivery Point: NEWHAMPSHIRE

Aug	2020	328.27
Sep	2020	298.04
Oct	2020	293.36
Nov	2020	300.62
Dec	2020	323.99
Jan	2021	327.33
Feb	2021	287.76
Mar	2021	319.80
Apr	2021	285.08
May	2021	286.18
Jun	2021	305.25
Jul	2021	316.71
Aug	2021	328.27
Sep	2021	298.04
Oct	2021	293.36
Nov	2021	300.62

ACKNOWLEDGMENT:

Customer has reviewed the Account Numbers on this Attachment A for accuracy and completeness and verifies that the facilities and accounts identified on this Attachment A are owned or under its control.

Signature: _____

Print Name: _____

Customer, please check this box if your accounts are tax exempt.
If tax exempt, please send your tax exemption certificates to custserv@na.engie.com
We cannot apply the tax exemption until we receive your certificates.

**TOWN OF EXETER
MEMORANDUM**

TO: Board of Selectmen
FROM: Russ Dean, Town Manager
RE: 149 Kingston Road
DATE: August 18, 2017

The Town has owned the Simpson Property, aka “Chet’s Pit” since 1998. In the deed from the former owners to the Town, there is no restriction on the Town to subdivide off and convey out the house located on the property, and the associated garage. The house on the property has been rented for several years to the Fire Chief under a year to year lease agreement.

We would like the Board’s authorization to move forward to subdivide off an acceptable lot to include the house and sell the property outright. Under this scenario, I would propose working with the Town Planner and the Planning Board to create an acceptably sized lot, bring this back to the Board, and establish a minimum asking price for the property. Proceeds from the sale would be deposited in the general fund. The benefits to selling the property are multiple, including 1) it would relieve the Town of the landlord-tenant relationship; 2) it would relieve the Town from any future maintenance needed on the property; 3) would eliminate the annual maintenance budget for the property, and 4) would relieve the town from preparing for any future capital expenditures related to the property. As an example, several years ago the Town had to replace the septic system on the property.

If agreeable, we will begin the process of working through the Planning Department. Recommendations would be sought from the Planning Board and Conservation Commission in accordance with RSA 41-14-a. We would ensure retention of access to the remainder of the property.

2015 New Hampshire Revised Statutes

Title III - TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

Chapter 41 - CHOICE AND DUTIES OF TOWN OFFICERS

Section 41:14-a - Acquisition or Sale of Land, Buildings, or Both.

Universal Citation: NH Rev Stat § 41:14-a (2015)

41:14-a Acquisition or Sale of Land, Buildings, or Both. –

I. If adopted in accordance with RSA 41:14-c, the selectmen shall have the authority to acquire or sell land, buildings, or both; provided, however, they shall first submit any such proposed acquisition or sale to the planning board and to the conservation commission for review and recommendation by those bodies, where a board or commission or both, exist. After the selectmen receive the recommendation of the planning board and the conservation commission, where a board or commission or both exist, they shall hold 2 public hearings at least 10 but not more than 14 days apart on the proposed acquisition or sale; provided, however, upon the written petition of 50 registered voters presented to the selectmen, prior to the selectmen's vote, according to the provisions of RSA 39:3, the proposed acquisition or sale shall be inserted as an article in the warrant for the town meeting. The selectmen's vote shall take place no sooner than 7 days nor later than 14 days after the second public hearing which is held.

II. The provisions of this section shall not apply to the sale of and the selectmen shall have no authority to sell:

(a) Town-owned conservation land which is managed and controlled by the conservation commission under the provisions of RSA 36-A.

(b) Any part of a town forest established under RSA 31:110 and managed under RSA 31:112.

(c) Any real estate that has been given, devised, or bequeathed to the town for charitable or community purposes except as provided in RSA 498:4-a or RSA 547:3-d.

Source. 1994, 197:3. 1997, 38:1. 2001, 187:2. 2005, 80:1. 2007, 221:2. 2008, 109:1, eff. July 27, 2008.

149 KINGSTON RD

Location 149 KINGSTON RD

Mblu 100 / / 4/ 1/

Acct# R9101R

Owner EXETER TOWN OF

Assessment \$260,100

Appraisal \$260,100

PID 114691

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2016	\$131,100	\$129,000	\$260,100

Assessment			
Valuation Year	Improvements	Land	Total
2016	\$131,100	\$129,000	\$260,100

Parcel Addresses

Additional Addresses
No Additional Addresses available for this parcel

Owner of Record

Owner EXETER TOWN OF
Co-Owner
Address 10 FRONT STREET
EXETER, NH 03833

Sale Price \$0
Certificate
Book & Page 3263/2781
Sale Date 01/09/1998

Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
EXETER TOWN OF	\$0		3263/2781	01/09/1998

Building Information

Building 1 : Section 1

Year Built: 1949
Living Area: 1,486
Replacement Cost: \$185,113

Building Percent 70

Good:

Replacement Cost

Less Depreciation: \$129,600

Building Attributes

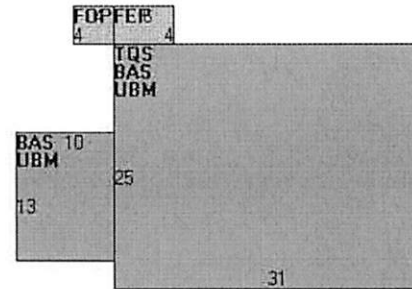
Field	Description
Style	Cape Cod
Model	Residential
Grade:	Average
Stories:	1.75
Occupancy	1
Exterior Wall 1	Vinyl Siding
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Interior Wall 1	Drywall/Sheet
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	
Heat Fuel	Oil
Heat Type:	Hot Water
AC Type:	None
Total Bedrooms:	3 Bedrooms
Total Bthrms:	1
Total Half Baths:	1
Total Xtra Fixtrs:	
Total Rooms:	6
Bath Style:	Average
Kitchen Style:	Average
MHP	

Building Photo



(http://images.vgsi.com/photos/ExeterNHPhotos//\00\01\24\65.:

Building Layout



Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	905	905
TQS	Three Quarter Story	775	581
FEP	Porch, Enclosed, Finished	24	0
FOP	Porch, Open, Finished	16	0
UBM	Basement, Unfinished	905	0
		2,625	1,486

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use

Land Line Valuation

Use Code 903R
Description MUNICIPAL MDL-01
Zone R-1
Neighborhood 50
Alt Land Appr Category No

Size (Acres) 2
Frontage
Depth
Assessed Value \$129,000
Appraised Value \$129,000

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Assessed Value	Bldg #
RPV3	PAVED DRIVE - LG			1 UNITS	\$1,500	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2016	\$131,100	\$129,000	\$260,100
2015	\$131,100	\$129,000	\$260,100
2014	\$130,000	\$129,000	\$259,000

Assessment			
Valuation Year	Improvements	Land	Total
2016	\$131,100	\$129,000	\$260,100
2015	\$131,100	\$129,000	\$260,100
2014	\$130,000	\$129,000	\$259,000

QUITCLAIM DEED

ETHEL S. PETROSKI of Exeter, Rockingham County, State of New Hampshire, and JOSEPH J. PETROSKI, Executor under the Will of the late L. Chester Simpson, for consideration paid, grants to the TOWN OF EXETER, a municipal corporation, with offices at 10 Front Street, Exeter, Rockingham County, State of New Hampshire (03833) with QUITCLAIM covenants, the following described premises:

Two certain parcels of land, with the buildings thereon, both situated in Exeter, County of Rockingham, State of New Hampshire.

Parcel 1 A certain parcel of land, with the buildings thereon, situated in Exeter, in the County of Rockingham, and the State of New Hampshire, on the Northerly side of Kingston Road, so-called, and on the Westerly side of Cross Road, so-called, and bounded and described as follows:

Beginning at a point at the Southeasterly corner of the described premises, at the intersection of the Northerly side of Kingston Road with the Westerly side of Cross Road and thence running South 84° 35' 57" West 305.81 feet and continuing South 86° 26' 52" West 324.62 feet and continuing North 87° 34' 46" West 189.43 feet and continuing South 71° 20' 56" West 138.34 feet and continuing South 65° 26' 43" West 33.03 feet and continuing South 54° 48' 23" West 71.34 feet and continuing South 50° 01' 42" West 244.15 feet and continuing South 49° 07' 42" West 10.41 feet, said last eight courses being along the Northerly side of Kingston Road to a point at land now or formerly of Elliot & Brown; thence turning and running North 07° 16' 28" West along said land of Elliot & Brown 475.00 feet to a point; thence turning and running South 43° 17' 20" West along land of said Elliot & Brown 91.50 feet to a point at land now or formerly of Bradsher & Bunker; thence turning and running North 02° 06' 02" West 597.70 feet and continuing North 03° 02' 59" West 153.51 feet both along land of said Bradsher & Bunker to a point at land now or formerly of the Town of Exeter; thence turning and running North 75° 49' 13" East along said land of the Town of Exeter 1232.03 feet to a point on the Westerly side of Cross Road; thence turning and running South 08° 33' 51" East 428.69 feet and continuing South 09° 51' 24" East 740.35 feet, both along the Westerly side of Cross Road to the point of beginning; containing 31.47 acres, more or less.

The above described premises are shown on "Plan of Land for Simpson Estate" recorded in Rockingham Records as Plan #D-25886.

Being the same premises conveyed in deed from Sarah J. Jewell and Ralph L. Jewell to L. Chester Simpson dated May 5, 1941, recorded in Rockingham Records, Book 979, Page 116, being also the remaining portion of the premises described in deed from L. Chester Simpson to L. C. Simpson, Inc. dated October 6, 1977 recorded in Rockingham Records, Book 2295, Page 414. L. C. Simpson, Inc. was involuntarily dissolved under New Hampshire RSA 293-A:95 at which time L. Chester Simpson was the sold stockholder of L. C. Simpson, Inc. whereupon title to these premises passed from L. C. Simpson, Inc. to L. Chester Simpson. See Warranty Deed from L. Chester Simpson to the Town of Exeter dated March 21, 1994 recorded in Rockingham Records, Book 3045, Page 257. L. Chester Simpson died on June 2, 1997, see Rockingham County Probate Records #1997-0628.

Parcel 2: A parcel of land situated in Exeter, Rockingham County, State of New Hampshire shown as Parcel "B" on a plan entitled "Subdivision Plan of Land of L. Chester Simpson Prepared for Town of Exeter" dated January 13, 1994 with revisions through January 26, 1994, prepared by T. F. Moran Inc. recorded with the Rockingham County Registry of Deeds as Plan D-22804, bounded and described as follows:

Beginning at the point which is the Northeasterly corner of the within described parcel which point is in the Southerly sideline of Connie Road and is the Northwesterly corner of other land of the Town of Exeter, thence running S 18° 25' 37" E along said land of the Town

0003928

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

of Exeter a distance of 194.54 feet to an iron pin at Parcel "A" shown on said Plan, which Parcel "A" is also land of the Town of Exeter; thence turning and running S 86° 46' 49" W along said Parcel "A" a distance of 713.61 feet to an iron pin set at land now or formerly of Jones; thence turning and running N 03° 13' 11" W along said land now or formerly of Jones a distance of 203.76 feet to a point at land now or formerly of Collier; thence turning and running N 86° 46' 49" E along said land now or formerly of Collier, land now or formerly of J.D.C. Trust, land now or formerly of Boyd-Robertson, and land now or formerly of DeMaria a distance of 450.00 feet to a point; thence turning and running N 03° 13' 11" W along said land now or formerly of DeMaria a distance of 185.86 feet to a point in the Southerly sideline of Connie Road; thence turning and running in a generally Easterly direction along the Southerly sideline of Connie Road on a curve to the right with a radius of 330.00 feet a distance of 8.87 feet to a point; thence continuing in a generally Easterly direction along the Southerly sideline of Connie Road on a curve to the right with a radius of 130.00 feet a distance of 67.26 feet to a point at land now or formerly of Lafreniere; thence turning and running the following courses and distances along said land now or formerly of Lafreniere: S 14° 15' 20" W 250.00 feet; S 72° 39' 26" E 185.00 feet; and N 16° 31' 07" E 150.00 feet, to the point of beginning.

Together with the benefit of the easement set forth in the Grant of Easement from the Town of Exeter to L. Chester Simpson dated March 28, 1994 recorded in Rockingham Records, Book 3045, Page 258.

Being a portion of the premises described in deed from L. Chester Simpson to L. C. Simpson, Inc., dated October 6, 1977 recorded in Rockingham Records, Book 2295, Page 414. L. C. Simpson, Inc. was involuntarily dissolved under New Hampshire RSA 293-A:95 at which time L. Chester Simpson was the sole stockholder of L. C. Simpson, Inc., whereupon title to these premises passed from L. C. Simpson, Inc. to L. Chester Simpson. See Warranty Deed from L. Chester Simpson to the Town of Exeter dated March 21, 1994, recorded in Rockingham Records Book 3045, Page 257.

L. Chester Simpson died on June 2, 1997, see Rockingham County Probate #1997-0628.

This conveyance is subject to the following conditions:

(1) That the Town of Exeter assume all liabilities of any kind whatsoever arising from the claim of abutters, Bradsher and Bunker, alleging an encroachment on the land of Brasher and Bunker, and an appropriate Agreement by the Town to hold the Estate of L. Chester Simpson and myself harmless and to indemnify both parties from any and all claims, costs, expenses, attorney fees and like items.

(2) That the Town of Exeter will plant appropriate trees in front of the large barn fronting Route 111.

(3) That at such time as the gravel pit situated on the described real estate is depleted and the real estate no longer suitable for use as a gravel pit, the Town of Exeter, for a 30-year period, will formally designate the land as the "L. Chester Simpson Recreational Area" and will use and maintain said land for recreational purposes during said 30-year period. This condition shall in no way restrict the ability of the Town of Exeter to subdivide off from and convey out of this property the house and associated garage and sufficient acreage appurtenant thereto.

The above premises are not homestead property.

Joseph J. Petroski, Executor under the Will of the late L. Chester Simpson, joins in this deed to release all right, title and interest, if any, of the Estate of L. Chester Simpson in the above described premises.

WITNESS our hands this 9th day of January, 1998.

Robert B. Down
Witness

Jo Lynn
Witness

Ethel S. Petroski
Ethel S. Petroski

Joseph J. Petroski
Joseph J. Petroski, Executor
u/w of L. Chester Simpson

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

The foregoing instrument was acknowledged before me this 9th day of January, 1998, by ETHEL S. PETROSKI.

Robert B. Down
Justice of the Peace

STATE OF NEW HAMPSHIRE
ROCKINGHAM, SS.

The foregoing instrument was acknowledged before me this 9th day of January, 1998, by JOSEPH J. PETROSKI, EXECUTOR U/W of L. CHESTER SIMPSON.

Robert B. Down
Justice of the Peace

Memo

To: Russell Dean, Exeter Town Manager
Thru: Jennifer Perry, Public Works Director
From: Kevin Smart, Maintenance Superintendent
Date: 08 August 2017
Re: Exeter Town Hall Public Restrooms

Pursuant to public requests for ADA assessable public restrooms, the process began with construction of a code compliant ramp built in conjunction with the sidewalk replacement program of 2016. It was determined by Gleason Architectural design that the rear ground floor corner of the building on Water Street that contained a small foyer, old public Men's room, and old Judges Chambers could provide the required area to construct the code compliant restrooms. A line within the Maintenance Project List for the amount of \$22,980 was requested, and approved within the 2017 Operating Budget. This dollar amount generated in 2016 was based on materials, and Maintenance Staff Plumber, Electrician, and Carpenter full involvement outside of masonry work for the majority of the labor to complete the project. When the 2017 Operating Budget was approved in March, two of the Maintenance staff were on light duty status for various medical reasons and were unable to perform the physical tasks required. The masonry demolition, and concrete work were contracted outside of staff labor and demolition work began for the Restrooms, to include the discovery phase of the required structural support needed for the Fire Rated Staircase within the restroom ceiling. The additional contract labor to augment the Maintenance Staff began after the masonry demolition and concrete floor saw cutting for drain pipes was completed.

Jim Streck Finish Carpentry, Wallboard.....	\$7,250.
Finest Painting	\$1,217.
Riverbend Masonry, rough carpentry walls and ceiling.....	\$4,955.
Contract Labor, Carpentry, and Painting to augment staff... Total....	\$ 13,422.

The demolition of the interior masonry walls and plaster ceilings within the restroom area exposed the building frame work that could not have been seen prior. It became readily apparent that the existing framework would not be an adequate foundation to support the Fire Rated Staircase project that was slated to be constructed directly above the Public Restrooms. Emanuel Engineering was consulted, and they provided a structural design to strengthen the ceiling timbers with a steel beam, structural support tubes, laminated timber joists and posts to obtain the code compliant load rating required to support the new Fire Rated Staircase that is be built above the restrooms. This additional work is treated as contingency to the Fire Rated Staircase Project, and was done by contractors on site.

Emanuel Engineering.....	\$2,028.
Riverbend Masonry structural steel, laminate timbers, installation.....	\$8,635.
Total Contingency for the Fire Rated Staircase.....	\$ 10,663.

Miscellaneous expenditures; existing stall dividers obsolete/replaced, ceramic tile floor covering due to floor surface, material costs.....\$ 5,530.

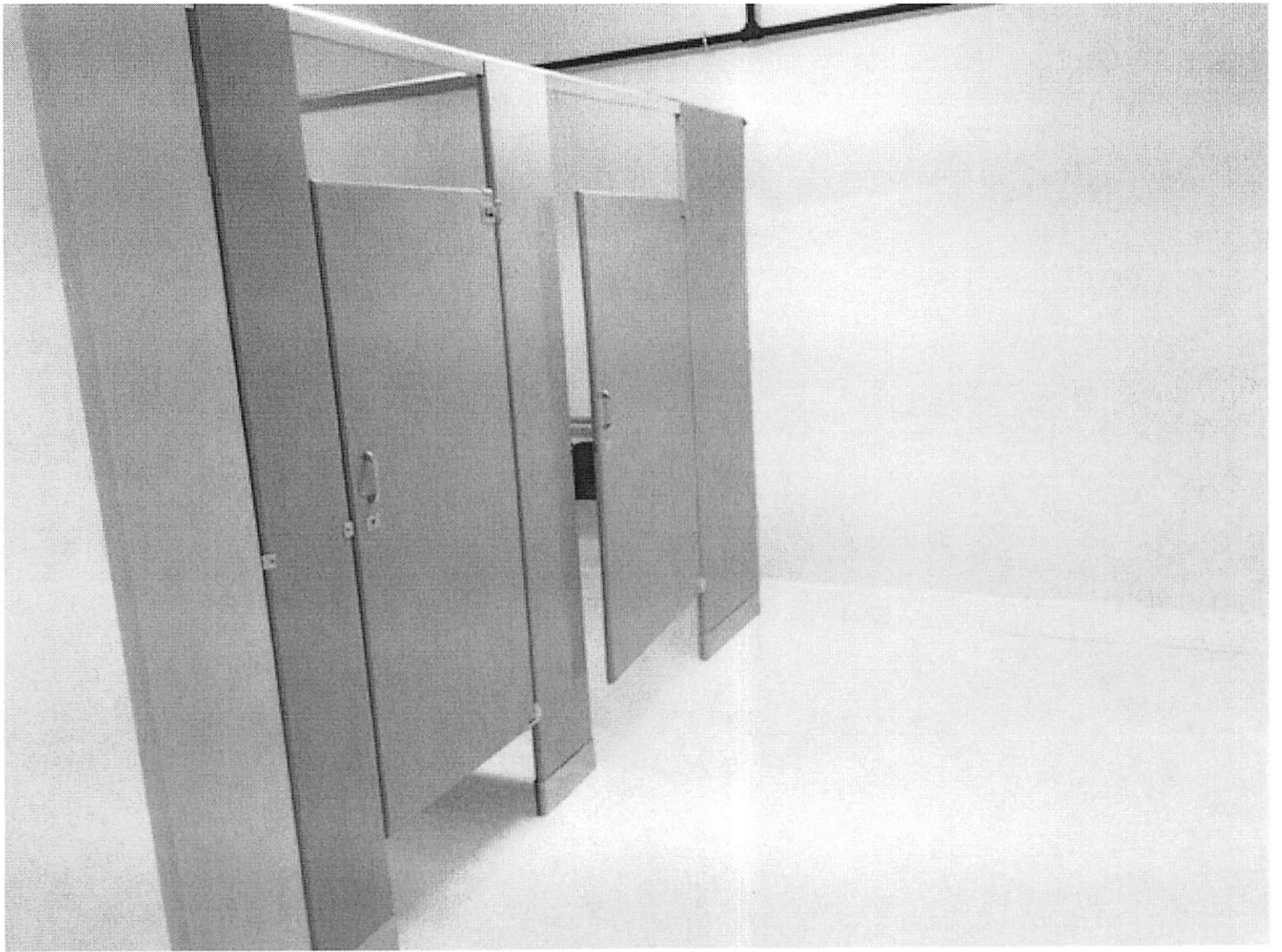
It is noted that Public Works Staff Labor was used whenever possible, and as time permitted, by other departments. Water/Sewer Maintenance provided rough plumbing assistance, and the Water Sewer Street Crew installed the ceramic tile floor.

The additional contract Labor to augment staff, and Fire Rated Staircase contingency is a balance of.....	\$24,085.
Budgeted project list	\$22,980.
Miscellaneous expenditures.....	\$5,530.
Total.....	\$52,595.









List for Selectmen's meeting August 21, 2017

Current Use Recalssification

<u>Map/Lot</u>	<u>Location</u>
53/8	Newfields Road

Jeopardy Tax

<u>Map/Lot</u>	<u>Location</u>	<u>Amount</u>
87/8/A-10	A10 E&H Cooperative	245.35
64/105/83	83 Hayes MH Pk	204.67



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: Sept 4 Plywood Board Week: Sept 4

whichever is available

Representative:

Name: Renay Allen-Hitzrot Address: 185 High St
 Town/State/Zip: Exeter Phone: 603-814-9108 cell
 Email: RmallenNH@gmail.com

Organization: Exeter NH Transition Town +

Name: Energize360.org Address: 185 High St
 Town/State/Zip: Exeter Phone: 603-814-9108

Reservation Details:

Type of Event/Meeting: Energy efficiency seminar Date: Sept 12
 Times of Event: 6³⁰-7³⁰ Times needed for set-up/clean-up: 6-8pm
 # of tables: 3 # of chairs: 30 Will food/beverages be served? Yes No
 Tech/ AV Services Needed: Yes No Details: want to have powerpoint, will bring full set-up

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: Renay Allen-Hitzrot Date: 8/3/17

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

Office Use Only:

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



TOWN OF EXETER

Planning and Building Department

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

www.exeternh.gov

Date: August 18, 2017
To: Russ Dean, Town Manager
From: Dave Sharples, Town Planner on behalf of E911 Committee
Re: 911 Committee - Formal Acceptance of McKay Drive

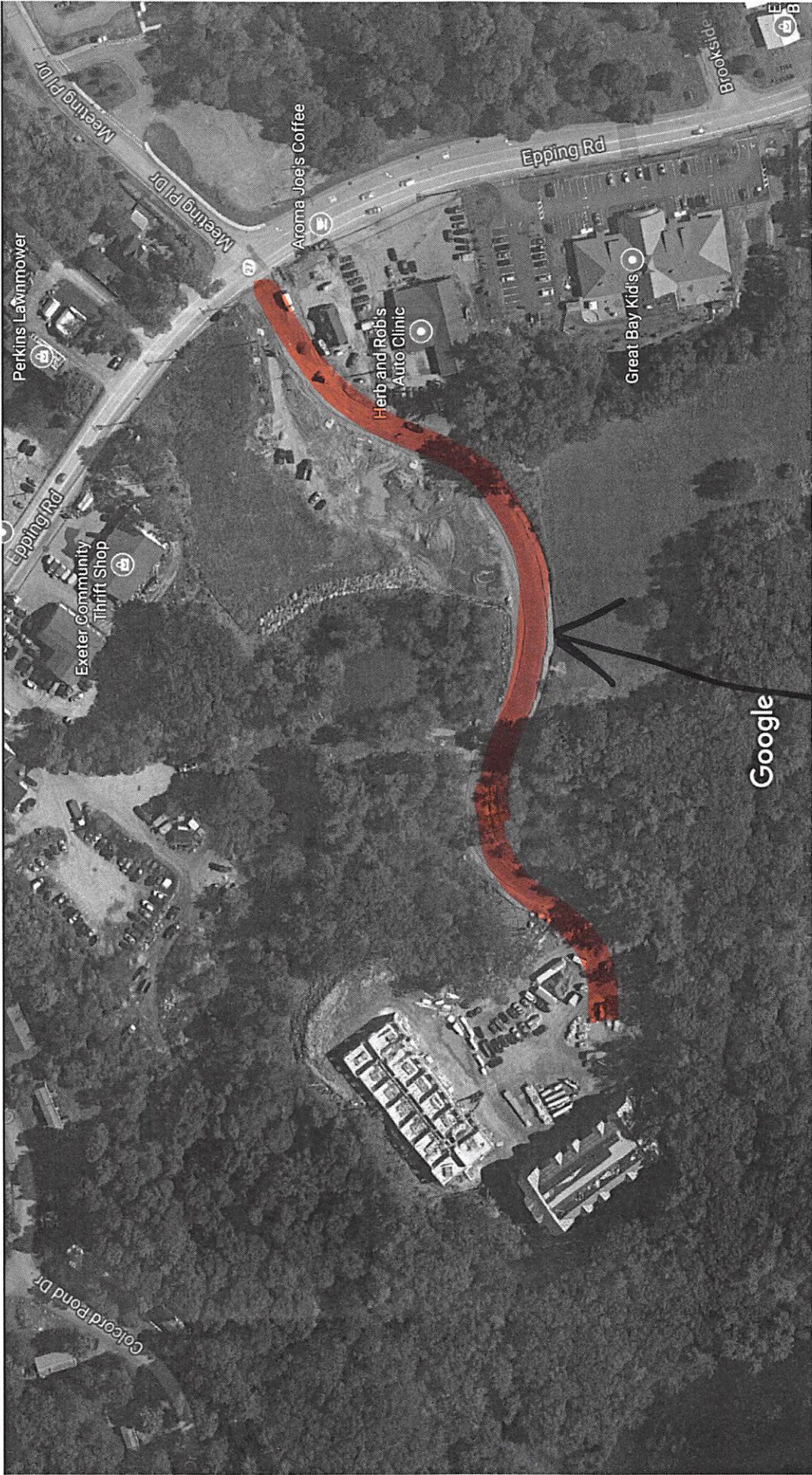
I am writing this memorandum to request that the acceptance of McKay Drive as the name of the new private road located on Epping Road and shown on the enclosed map. The E911 Committee reviewed the proposed name and has recommended approval as it does not conflict with any other road name in Town and meets all of the requirements of Chapter 14 except Section 1401.2.d that states that: "all proposed street, highway, or right-of-way names shall not include first or last names". This section does allow a special exemption if recommended by the E911 Committee.

The committee discussed this and concluded since the name was already on the approved plans, the street name was already being used by residents and in the marketing materials for the apartment complexes on the site, and the E911 Committee was formed and the ordinance was amended subsequent to the unofficial naming of the street, the Committee felt that this constituted an appropriate exemption.

Motion: I move that the private road located off Epping Road on land previously known as 80 Epping Road and shown on the map titled McKay Drive and date July 20, 2017 be named McKay Drive.

Thank you.

enc (1)



Imagery ©2017 Google, Map data ©2017 Google United States 100 ft

McKay Drive



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

July 28, 2017

William Cass, P.E.
Assistant Commissioner

Donald Clement, Chairman of Selectmen
Town of Exeter
10 Front Street
Exeter, NH 03833

Re: Exeter Highway Block Grant Aid – in Accordance with RSA 235:23
Payment for Maintenance, Construction and Reconstruction of Class IV and V Highways

Dear Mr. Clement:

The following is notification of State Highway Block Grant Aid available to your town in State Fiscal Year 2018 (July 1, 2017 thru June 30, 2018) based on estimated revenues through June 30, 2017. The Block Grant Aid payment includes an additional payment resulting from the increased highway revenue from Senate Bill (SB) 367 that was effective July 1, 2014. The total could possibly change based on final audited State Fiscal Year 2017 revenues. The resulting adjustment will be reflected in the April payment. Funding is anticipated to be available upon the availability and continued appropriation of funds in the future operating budget.

State Highway Block Grant Aid anticipated to be available to the Town of Exeter during Fiscal Year 2018 (July 1, 2017 to June 30, 2018) is as follows:

Table with 2 columns: Payment Date, Amount. Rows: July 2017 Actual Payment: \$90,090.48; October 2017 Actual Payment: \$90,090.48; January 2018 Actual Payment: \$60,060.32; April 2018 Estimated Payment: \$60,060.32

TOTAL FOR FY 2018: \$300,301.60

In generalized terms and in accordance with statutory provisions for distribution of Apportionment "A" and SB 367 funds, a disbursement is made of approximately \$1,475 for each mile of Class IV and Class V highway inventoried by each municipality and approximately \$13 for each person residing in a municipality based on the state planning estimate of population. Apportionment "B" is distributed this year to 18 small towns under a somewhat more complicated formula as specified in RSA 235:23, which recognizes the economics of maintaining their Class V highway mileage when considered in relationship to their equalized valuation tax base.

Based on the provisions of Senate Bill 38, passed as part of the 2017 NH Legislative Session, Towns are also receiving a one time share of \$30M from recognized surplus funds at the end of Fiscal Year ending June 30, 2017. These funds are intended to be expended as additional "Apportionment A" funds by each town, and are distributed in the same methodology as Apportionment A funds are, per RSA 235:23. Detailed distribution amounts by community can be found at: https://www.governor.nh.gov/news-media/press-2017/documents/20170724-state-leaders.pdf

Please contact us at 271-3344 if you have any questions.

Sincerely,

Signature of William E. Watson, P.E.
William E. Watson, P.E.
Administrator
Bureau of Planning and Community Assistance

Town Manager's Office

AUG -7 2017

Received

WEW/dmp